



governmentattic.org

"Rummaging in the government's attic"

Description of document: **US Department of Justice United States Marshals Service Court Security Officer Contract for 5th Judicial Circuit at New Orleans, LA [for Louisiana, Mississippi, Texas] with Inter-Con Security Systems, Inc., Pasadena, CA (CSO Contract DJMS-08-D-0013), August, 2007**

Requested date: 10-March-2008

Released date: 05-May-2008

Posted date: 06-June-2008

Source of document: FOIA/PA Officer
Office of General Counsel
Department of Justice
United States Marshals Service
Washington, DC 20530-1000
(202) 307-9054
[FOIA E-Mail](#)

The governmentattic.org web site ("the site") is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file.

March 10, 2008

William E. Bordley, Associate General Counsel
Office of General Counsel
United States Marshals Service
Department of Justice
CS-3, 12th Floor
Washington, D.C. 20530-1000

FOIA REQUEST

Dear Mr. Bordley:

I am requesting a copy of the **Judicial Security Contract** for each of the following Circuits:

- Third Judicial Circuit
- Fifth Judicial Circuit
- DC Circuit

Please provide a searchable electronic copy of these records on a CD-ROM.

I am requesting a fee waiver, as the disclosure of the requested records will contribute significantly to public understanding of government operations and/or activities. This information will be widely distributed, free of charge, to FOIA and investigative reporting news groups.

If any records are withheld or redacted, please include a "Vaughn Index" (1).

If you have any questions, please call me.

Thank you,

(1) VAUGHN INDEX - The term "Vaughn Index" originated from *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), cert. denied, 415 U.S. 977 (1974), wherein the court rejected an agency's conclusory affidavit stating that requested FOIA documents were subject to exemption. *Id.* at 828. "A Vaughn Index must: (1) identify each document withheld; (2) state the statutory exemption claimed; and (3) explain how disclosure would damage the interests protected by the claimed exemption." *Citizens Comm'n on Human Rights v. FDA*, 45 F.3d 1325, 1326 n.1 (9th Cir. 1995). This detailed affidavit " 'permit[s] the court system effectively and efficiently to evaluate the factual nature of disputed information.' " *John Doe Agency v. John Doe Corp.*, 493 U.S. 146, 149 n.2 (1989) (quoting *Vaughn*, 484 F.2d at 826).



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

March 10, 2008

RE: Freedom of Information/Privacy Act Request No. 2008USMS11658
Subject: Judicial Security Contracts (third and fifth judicial circuit, DC circuit).

Dear Requester:

The United States Marshals Service is in receipt of your Freedom of Information/Privacy Act request for records maintained by this Bureau. We have commenced a search for documents responsive to your request and will contact you when our processing is complete.

Although we are unable to determine at this time the amount of fees to be charged to you, if any, the filing of your request constitutes your agreement to pay all applicable fees that may be charged under 28 C.F.R. § 16.11 or § 16.49, up to \$25.00. You will be notified as soon as practicable if the estimated or actual fee for satisfying your request exceeds \$25.00.

If you should have any questions, please contact Gerleta Foreman at (202) 307-8565.

Sincerely,

Gerleta Foreman
for

William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

May 5, 2008

Re: Freedom of Information Act (FOIA) Request No. 2008USMS11658

The United States Marshals Service (USMS) is responding to your request for a copy of the judicial security contracts for the 3rd, 5th, and DC Judicial Circuits.


Pursuant to your request, the USMS conducted a search of its files and established that the USMS contracts with MVM, Inc. (No. DJMS-08-0011 - 3rd circuit); and Inter-Con Security Systems, Inc. (Nos. DJMS-08-0013 - 5th circuit and DJMS-08-D-0015 - 12th (DC) circuit) are responsive to your request. We have determined to grant you access to these contracts, consisting of 1,205 pages. The requested records are being provided to you on the enclosed CD, as you requested.

Section B Specification and Pricing Sheets incorporated into the contracts were excluded. Please advise us in writing if you seek access to this information. If so, we will initiate the business submitter notification procedures pursuant to 28 C.F.R. § 16.8(d) and (f) to provide the submitters an opportunity to object to disclosure of Section B Specification and Pricing Sheets and correspond with you accordingly. Should the business submitters object to disclosure, be advised that the review process may be time consuming and may require payment of (substantial) review fees. Also, an advance payment may be required before processing begins. Please note, you must pay review fees even if you receive little or no material. See 28 C.F.R. §16.11(b)(7). Accordingly, your written request for Section B Specification and Pricing Sheets should include your agreement to pay all fees associated with your request.

Page Two

If you have any questions, please contact Arleta D. Cunningham by telephone at (202) 307-9052.

Sincerely,


for William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel

Enclosure



5th Judicial Circuit

CSO Contract DJMS-08-D-0013



Inter-Con Security Systems, Inc.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1 OF 136
2. CONTRACT NUMBER DJMS-08-D-0013	3. SOLICITATION NUMBER DJMS-07-R-0011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED August 3, 2007	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Headquarters United States Marshals Service Office of Security Contracts, Suite 702, Crystal 4 Washington, DC 20530-1000		CODE	8. ADDRESS OFFER TO (if other than item 7) Same as item #7 Attn: Mr. Franklin Miles		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in SEE SECTION L until 5:00PM EST local time SEPTEMBER 6, 2007
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.21 5-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	NAME FRANKLIN MILES	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS FRANKLIN.MILES@USDOJ.GOV
		AREA CODE 202	NUMBER 307-5015	EXT.

II. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	14
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION / SPECS./ WORK STATEMENT	53	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	3
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	5
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	24
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	5
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within by 01/30/08 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14 ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO. <u>See Attached</u>	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR DUNS 07-619-2475 Inter-Con Security Systems, Inc. 210 South De Lacey Avenue, Pasadena, CA 91105	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Neil Martau, Executive Vice President
15B. TELEPHONE NUMBER AREA CODE (626) NUMBER 535-2210 EXT.	17. SIGNATURE <i>Neil Martau</i>
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	18. OFFER DATE January 17, 2008

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 5th Judicial Circuit	20. AMOUNT See Attached	21. ACCOUNTING AND APPROPRIATION N/A
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Cont' Sheet
24. ADMINISTERED BY (if other than item 7) See Item # 7 Above	25. PAYMENT WILL BE MADE BY See Continuation Sheet For SF 33	26. NAME OF CONTRACTING OFFICER (Type or print) Franklin Miles
27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE FEB 14, 2008

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

Continuation Sheet for SF 33 (Numbers correlate with numbering on page 1)

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

<u>Amendment No</u>	<u>Date</u>
A015	8/17/2007
A025	8/30/2007
A026	8/30/2007
A027	9/08/2007
A037	9/14/2007
A039	9/25/2007

19. 5th Judicial Circuit

20. This is an ID/IQ type contract with time and materials pricing arrangements. The requirements are defined in the task orders. The minimum ordering quantity is defined by Clause H-10.
21. Specified on individual task orders.
23. Item 7 and individual task orders.
25. See Task Orders.

PART I – SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES / COSTS

B-1 DESCRIPTION OF SERVICES

- (a) The Contractor must provide all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided) and plan, schedule, coordinate, and assure effective performance of security services at the place of performance in accordance with the terms, conditions and statement of work.
- (b) The pricing for services required by Lead Court Security Officers (LCSOs), Court Security Officers (CSOs) and Site Supervisors have been divided into three separate categories that are defined below. The category of start-up cost is **not applicable** to the services for **site supervisor**. The categories are as follows:
 - (1) Basic Rate - Rate for all court security services performed, except overtime, Sunday through Saturday, including holidays if the courthouse should be open. Medical exams and weapons training are allowed 2 hours each and billable at the Basic Rate. The 8-hour training is billable at the Basic Rate.
 - (2) Start-up Cost – The Start-up Cost includes *all* yearly Contractor expenditures for LCSO and CSO uniforms, weapon qualifications, range costs, and medical examinations required to demonstrate that the individual meets the minimum medical standards.

The Government is responsible for paying the actual start-up cost for each LCSO and CSO for each contract period up to the limit specified herein. These start-up costs are applicable when:

- (a) the Contracting Officer enhances the number of positions; or
- (b) the Contractor is required to hire replacement pursuant to one of the conditions stated in Section C-8, *Turnover*.

For LCSOs or CSOs who have started work less than four months prior to the new contract period the Contractor is not entitled to the start-up cost.

All start-up requirements for new uniforms, weapons, and medical qualifications must be completed for all personnel annually, except those having come on board during the previous four months.

If the contractor uses the USMS range for weapons qualification, the amount proposed for the weapons qualification portion of the start-up cost will be deducted from the contractor's invoice.

- (3) Overtime Rate - The Government will pay overtime when the LCSO or CSO is required by the Contracting Officer's Technical Representative (COTR) and approved by the Contracting Officer to work more than a 40-hour work week. (See Section C-26, *Overtime and Holiday Performance*.) For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday.
- (c) Wage Determination (WD): In order to ensure a stable and experienced workforce, the prospective contractor must, at a minimum, maintain the wages and benefits currently paid to the incumbent Lead Court Security Officers and Court Security Officers covered under a Wage Determination. The most current wages and benefits for each LCSO and CSO covered under a Wage Determination are included in Section J.
- (d) Collective Bargaining Agreement (CBA): Any valid CBA will be incorporated into the contract and the offeror must propose in accordance with the Service Contract Act as it applies to Collective Bargaining Agreements.
- (e) Labor Escalation

After contract award, the USMS intends to request that the contract have the LCSO category conformed by the Department of Labor in accordance with the Service Contract Act. LCSO rates will then be governed by Wage Determinations. The National Labor Relations Board (NLRB) has twice issued decisions indicating that LCSOs are not considered management personnel and should be included in any collective bargaining agreements. However, there is no guarantee that LCSOs will be conformed by DOL or that it will be completed by October 1, 2007 to be included in the first or subsequent option year price adjustments. Once conformed, the offeror will be entitled to a price adjustment in accordance with the Service Contract Act.

B-2 PRICING SCHEDULES

The pricing schedules for the Judicial Circuit and each facility in the circuit requiring support is provided in attachment 1 (C) . The positions are estimates for planning purposes only. The requirements (CSOs, LCSOs and Site Supervisors) to be furnished are determined by task orders issued against this contract. The task orders requirements may be higher or lower than the estimates for positions cited in attachment 1 (C) .

B-3 ESTIMATED QUANTITIES

- (a) The Government will order and the Contractor must furnish the stated minimum quantity of supplies or services as described in Section H-10, *Quantities for Minimums and Maximums*.
- (b) The Government's estimated ceiling will be specified in each individual task order.
- (c) The Government reserves the right to remove services from any individual district, as long as this removal does not cause the Government to fail to order the guaranteed minimum number of hours under the contract.

TABLE OF CONTENTS

C-1	BACKGROUND	2
C-2	SCOPE	2
C-3	CONTRACTOR PERSONNEL AND PERFORMANCE REQUIREMENTS	2
C-4	AUTHORITY AND JURISDICTION	10
C-5	POSITION AND STAFFING POST REQUIREMENTS	11
C-6	TURNOVER	12
C-7	SUITABILITY REQUIREMENTS	13
C-8	ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS	14
C-9	PROVISIONS REGARDING CSOs CALLED TO ACTIVE MILITARY DUTY	15
C-10	SPECIAL SECURITY COVERAGE	16
C-11	CSO QUALIFICATION STANDARDS	17
C-12	CSO PERFORMANCE STANDARDS	18
C-13	MINIMUM CSO TRAINING STANDARDS	24
C-14	MEDICAL STANDARDS AND PROCEDURES	25
C-15	PHYSICAL STANDARDS	36
C-16	BACKGROUND INVESTIGATION REQUIREMENTS AND PROCEDURES	37
C-17	WEAPONS PROFICIENCY STANDARDS	39
C-18	CSO APPLICATION PACKAGE REQUIREMENTS	40
C-19	CSO AUTHORIZATION TO PERFORM	41
C-20	ORIENTATION REQUIREMENTS	42
C-21	CSO DRESS STANDARDS	44
C-22	UNFORESEEN GOVERNMENT CLOSURES	49
C-23	EMERGENCIES	49
C-24	OVERTIME AND HOLIDAY PERFORMANCE	49
C-25	GOVERNMENT FURNISHED PROPERTY	50
C-26	CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS	55
C-27	OTHER CONTRACT RESTRICTIONS	55

SECTION C

DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C-1 BACKGROUND

- (a) One of the major responsibilities of the United States Marshals Service (USMS) is to ensure the safety of all federal courts and court employees against unauthorized, illegal, and potentially life-threatening activities. For more than two decades, the USMS has sought the services of the private sector to provide highly qualified and skilled individuals to assist in this effort. These individuals are traditionally known as Court Security Officers (CSOs), and their duties are classified as court security services. Individuals hired to perform as a result of an Interagency Acquisition Agreement are designated as Special Security Officers (SSOs). Agencies authorized to acquire SSO services under such agreement are listed in Attachment 5(A) under Section J. These agencies perform limited contract and all administrative functions such as background investigations and medical qualifications for their respective SSOs.
- (b) The Judicial Security Division has responsibility for coordinating federal court security activities throughout the United States and its territories.

C-2 SCOPE

The Contractor must provide all necessary personnel, management, supervision, administrative support, office facilities, transportation, materials, supplies, office equipment, and clothing not provided by the Government (See Section C-27, *Government Furnished Property*), to perform court security services for the USMS. During the term of this contract, including any extensions, the security coverage required may change (increase or decrease) as deemed necessary by the Government.

C-3 CONTRACTOR PERSONNEL AND PERFORMANCE REQUIREMENTS

- (a) Contract Manager:
 - (1) Managing the requirements of this contract is considered a critical function. For that reason, the Contractor must provide and solely dedicate a highly skilled and experienced Contract Manager for each circuit specified under this contract. The Contract Manager

must:

- (i) Have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.
 - (ii) Have authority to supervise all individuals working under this contract.
 - (iii) Be available to the Government on a 24-hour basis, by way of a pager and telephone, to ensure Contractor response in the event of an emergency or other exigent circumstance.
 - (iv) Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of CSOs.
 - (v) Ensure all contractor employees perform all duties and requirements of this contract and comply with the performance standards mandated in Section C-14, *CSO Performance Standards*.
 - (vi) Serve as the main point of contact for the Government to discuss technical and security related requirements, which includes receiving and executing daily technical direction from the Contracting Officer's Technical Representative (COTR).
- (2) The minimum qualifications of the Contract Manager are as follows:
- (i) Be a citizen of the United States of America;
 - (ii) Be able to read, write and speak the English language fluently;
 - (iii) Possess a Bachelor's degree or have five years of managerial experience with projects similar in size and scope to this contract;
 - (iv) Be able to pass the background investigation mandated for CSO applicants (See Section C-18, *Background Investigation Requirements and Procedures*);

- (v) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
 - (3) When the Contract Manager is unavailable for any reason, the Contractor must designate someone to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must meet the stated Contract Manager's minimum qualification requirements.
 - (4) The Government will review and approve the Contractor's recommendation for all Contract Managers. The Contractor must notify the Government, in writing and in advance, if any change in the Contract Manager's position will occur or has occurred. A copy of this notification must be provided to the Chief, Office of Court Security, the Contracting Officer, and the COTR. Such notification must outline the details of the change, include the effective date(s) of the change and must specify changes in information which might affect the Government's ability to contact the Contract Manager. The notification must also include any new essential information, i.e., Contract Manager's address, telephone, and pager numbers.
 - (5) Contract Manager is not required to meet the CSO medical standards, weapons qualifications, and uniform requirements stated below.
- (b) Site Supervisor(s):
- ((1) The Contractor must provide a Site Supervisor for the Districts and at the site indicated in accordance with the task orders issued for security services. The Government may add or delete the requirement of a Site Supervisor position at any location and at anytime during the performance of this contract. Site Supervisor positions are considered part of the Contractor's managerial staff and perform as direct line supervisors. Primarily, the Site Supervisor(s) must oversee and manage the day-to-day operations of the CSOs/LCSOs and maintain quality control of the security services performed by the CSOs/LCSOs. At a minimum, the Site

Supervisor must visit each facility within a district where CSOs/LCSOs are assigned at least three times per quarter. Additional visits may be required if directed by the Government. The Government may use the following guidelines/criteria for requiring Site Supervisors:

- A district having at least 50 positions. If a district meets this criterion, there is no minimum limit on the number of sites.
 - A district has at least 30 positions and three or more sites
 - A district has more than five sites
- (2) If a District meets one of the above criteria during the life of the contract, the Government may, at its sole discretion, order a Site Supervisor by modifying the existing task order.
- (3) Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO/LCSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.
- (4) Site Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.

(c) Lead Court Security Officers (LCSO):

- (1) The Contractor must provide a LCSO at each court facility stated in Section B of this contract. For facilities designated to operate on a "24-hour" basis, the Contractor must provide three LCSOs, one to cover each of the three shifts in a work day.
- (2) The Contractor must require the LCSO to maintain and monitor all post performance required by this contract. In addition, the Contractor must require the LCSO to keep the COTR informed about post coverage, potential problems, and the actions that will be taken to correct the problem(s). The LCSO must also coordinate daily activities at their respective facility directly with the COTR to:

- (i) act as liaison between the Contract Manager, Site Supervisor and the COTR;
 - (ii) provide direct supervision to all CSOs;
 - (iii) assure all posts are covered as directed by the Government;
 - (iv) assure all CSOs are present and in proper uniform;
 - (v) determine any changes that may be required in the District's daily routine; and,
 - (ii) assure all Government-issued equipment and property are accounted for.
 - (3) The LCSO is also required to function simultaneously as a full-time working CSO. When a LCSO is absent, the Contractor must designate an individual to act as and perform the responsibilities of the LCSO.
- (d) Court Security Officers (CSO):
- (1) The Contractor must provide qualified CSOs at each district facility designated by the Government. It is the express intention of the USMS to maintain consistency in CSO duties in order to provide the maximum amount of security possible. In this regard, the COTR in each district will provide the Contractor with post orders/standard operating procedures for each post assignment. In the event of an emergency, the Government may require the Contractor to cover posts and perform duties outside of the court facility. The Contractor must also ensure that all duties required of the CSO will be performed within the scope of this contract. At a *minimum*, CSOs will be required to perform the following:
 - (i) Entrance Control - The CSO must enforce the district's entry and identification system. This includes operating security screening equipment to detect weapons, contraband, and prohibited items, checking such items as handbags, briefcases, computers, packages, baby carriages, wheel chairs, etc. Any items confiscated during the screening process must be documented on a CSO Form 003, *Court Facility Incident Report*, (See Section J, *List of Attachments*) by the CSO and turned over to the COTR.

The documentation must provide a thorough account of the confiscation. Upon completion, the CSO must provide the report to the COTR.

- (ii) Roving Patrol - The CSO must patrol court facilities and grounds of the facility in accordance with applicable post orders.
- (iii) Stationary Post Assignments - The CSO must stand guard at stationary posts. This may include monitoring closed circuit television, duress alarm systems or other such equipment, courtrooms, judges' chambers, and jury rooms.
- (iv) Escort Duties – For official purposes and when deemed necessary by the COTR, the CSO must provide armed escort services for judges, court personnel, jurors, and other designated individuals. Generally, this may include escorting an individual(s) to a garage or parking area, from one room to another, one floor to another, or from one facility to another facility. The CSO may also be required to travel and/or drive an individual in a Government-owned vehicle for official functions only. However, advanced authorization from the COTR is required for this security service. *Escort services for the movement and protection of money is strictly prohibited.*
- (v) Garage Parking and Pedestrian Control – Where applicable, the CSO must direct traffic and control lights on court facility properties, as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO must be tactful and courteous at all times when issuing warnings to individuals who violate facility-parking regulations. The CSO must also report abandoned vehicles to the COTR immediately.
- (vi) Law and Order
 - (A) In addition to the duties listed above, the CSO is responsible for detaining any person attempting to gain unauthorized access to Government property, or a court proceeding(s) or attempting to commit acts that imperil the safety and security of

Government employees, property and the public.

- (B) If a person is detained, the CSO must immediately turn the detainee over to the USMS and complete a CSO Form 003, *Court Facility Incident Report*. The CSO may be summoned as a witness to the incident.
 - (C) When a CSO serves as a witness to an incident that occurred during their official post assignment, the time doing so will be compensated as if the CSO actually performed their normal duties. In such cases, the Government will pay the Contractor the appropriate contract rate. If the Judiciary compensates a CSO for serving as a witness, the amount paid by the Judiciary must be reported by the Contractor to the COTR and deducted from the Contractor's invoice.
- (vii) Reports and Records - The CSO must prepare on a daily basis various reports and records regarding contract performance issues, such as labor hours worked (both regular and overtime hours), accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred within the court facility area. All reports and records prepared under this contract are law enforcement sensitive in nature and considered Government property. The Contractor must ensure that all reports are prepared in a complete and accurate manner and make them available to the Government for review at all times. The Contractor must prepare and submit all reports and records to the Government in accordance with the requirements stipulated in Section F, *Deliverables or Performance* of this contract.
 - (viii) Court Attendance - The CSO must secure unattended courtrooms; inspect courtrooms prior to a proceeding; test security devices and report the findings to the COTR; and, perform other duties concerning security of the court area.
 - (ix) Preserve Order - The CSO must provide security presence in the courtroom; enforce federal law and judicial orders within the courtroom; enforce local court rules regarding prohibited items and provide protection to court

proceedings as circumstances dictate.

- (x) Telephone Usage - The CSO must utilize Government furnished telephones located at an official post only for the purposes of conducting the services required under this contract.
- (xi) Lost and Found - The CSO must turn over any articles found in a court facility or designated facility to the COTR.
- (xii) Performance Requirements for Level One through Four Proceeding – The U.S. Marshal of each respective district will classify the proceeding and determine when or if CSOs will be utilized. There are four different proceeding levels and each is based on the sensitivity and risk of the proceeding. They are defined below.
 - (A) Level I: The anticipated security risk of a particular civil proceeding is determined to be low or a non-hazardous situation—that is, there are no indications of potential disruptions or violence in the courtroom. This level also applies to criminal pretrial proceedings when the defendant is not present, provided there are no indications of a likelihood of disruption or violence in the courtroom. A Deputy Marshal is not required to be present.
 - (B) Level II: A particular civil proceeding is determined to be generally non-hazardous; still there are indications of the potential for disruption in the courtroom. All criminal proceedings and post-trial proceedings at which the defendant is present start at this level of anticipated risk. The U.S. Marshal, or designee, will determine the need for a Deputy Marshal to provide security in a Level 2 proceeding on a case-by-case basis.
 - (C) Level III: A particular criminal or civil trial or post-trial proceeding is determined to present a substantial opportunity for potentially disruptive or violent actions. One Deputy Marshal, at a minimum, is required to be present in this proceeding.

- (D) Level IV: A particular criminal or civil proceeding is determined to present a high risk of disruption or violence in and around the courtroom. This determination should be based on an assessment of indicators that collectively suggest that the proceeding constitutes a high potential for disruption or violence in or around the courtroom. More than one Deputy Marshal must be in the courtroom for this risk level.

(e) Lead Special Security Officers and Special Security Officers:

When authorized by the Chief, Office of Court Security, the Contractor must provide qualified Lead Special Security Officers (LSSO) and Special Security Officers (SSO) to perform the services required by this contract. These positions generally serve the security needs of special operations of the U.S. Marshals Service and other Federal agencies. Their titles are interchangeable with LCSO and CSO. All contract requirements (except as noted), contract rates, and the benefits established for the LCSO and CSO positions also apply to the LSSO and SSO, respectively. In addition, contract oversight of LSSO and SSO positions will lie with the respective Federal agency paying for those services.

C-4 AUTHORITY AND JURISDICTION

- (a) In order to facilitate the security services required herein, the Government, through the local U.S. Marshal, will deputize all CSOs performing under this contract with a limited special deputation. Such deputation is limited to the duties outlined and noted in the scope of this contract and does not establish an employment relationship with the USMS. This special deputation is effective only when the CSO is performing in an official contract capacity at the designated site authorized by the Government.
- (b) After a CSO has been deputized, the Government will issue a credential that must be carried when performing in an official CSO capacity at or between the federal work sites designated and authorized by the USMS. CSO credentials are issued for identification purposes only and are considered Government furnished property. When an individual is no longer performing as a CSO, the Contractor must immediately secure and return the credential to the COTR. The official CSO credential will be issued and controlled by the office of the Chief, Office of Court Security.

- (c) In accordance with provision H-3, *Removal of CSOs and Other Contractor Personnel*, misrepresentation or misuse of authority associated with the CSO's special deputation will be considered grounds to prohibit the individual from performing under this contract.
- (d) Under the authority of this special deputation, the U.S. Marshal may also require and authorize the CSO to transport Government issued firearms. When this task is required, the local U.S. Marshal will authorize and issue such task in writing and the Contractor must ensure that the CSO assigned to conduct the task receives and carries this written authorization while doing so.

C-5 POSITION AND STAFFING POST REQUIREMENTS

- (a) Changing Positions:
 - (1) Section B, *Supplies or Services and Price/Cost*, specifies the initial number of authorized positions at each court facility. The Contractor must fully staff the specified CSO positions by the official commencement date of this contract. A position requires the Contractor to provide security coverage 40-hours each week (Sunday through Saturday, in some cases), less Federal holidays and other days when the court is closed. The Government reserves the right to increase or decrease the positions and court facility locations, as deemed necessary, including reclassifying the positions from full-time to shared, or shared to full-time. Accordingly, the Government may increase the number of CSOs at any location set forth in Section B of the contract at the current hourly rate specified for that location or at a new location within the same USMS district.
 - (2) Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any district, unless agreed otherwise by the Contractor and the Government.
 - (3) The Contractor must provide CSO coverage by using a combination of full-time and shared positions. Full-time positions require a CSO to work a 40-hour workweek, 52 weeks per year, excluding holidays. Shared positions require two CSOs to work a combined total of 40-hours a week, 52 weeks per year, excluding holidays. The Contractor must require and schedule both CSOs to

work each week and not permit a CSO in a shared position to routinely work a 40-hour workweek while the other shared CSO is off. Both CSOs filling the shared position must be available to be scheduled to work during the 40-hour workweek. The Contractor must use shared CSO positions to: (1) provide full staffing level coverage; (2) increase security levels, as needed; and (3) avoid unnecessary use of overtime.

- (4) Each facility generally includes a mix of shared and full-time positions. A shared position will be authorized based on a one-to-five ratio, unless otherwise directed by the Government. Deviation of this requirement may only be approved by the Chief, Office of Court Security, and directed by the Contracting Officer. Where a facility does not meet the ratio at time of contract award, the Government may reclassify the positions to meet such requirements. Classification of existing and new CSO positions may only be approved by the Chief, Office of Court Security.

(b) Post Relief:

The Contractor must provide adequate relief and continuous coverage for all post assignments. Abandonment of a post by a CSO or failure to perform the duties specified in this contract may be considered grounds for default and/or immediate removal of the CSO from performing under this contract. The Contractor must coordinate a schedule that ensures security levels are adequately maintained at all times, particularly during CSO breaks. Full-time CSOs are required to *work* 8-hours a day and will be permitted a paid 15-minute break during the first half of their shift and another paid 15-minute break during the latter half of their shift. In addition to the 8-hour work requirement, a full-time CSO will be allowed one unpaid 30-minute meal break. The meal break may not be considered as time worked. For shared positions, the CSO will only receive one paid 15-minute break when working a partial day.

C-6 TURNOVER

- (a) The Contractor must take necessary measures to minimize CSO turnover and ensure that all required CSO positions are filled in a timely manner. Except as stated below, the Government will bear start-up costs for each person performing in a CSO position required by this contract.
- (b) The Government will bear start-up costs to fill a vacant CSO position if the former CSO:

- (1) had been employed by the current Contractor as a CSO continuously for a minimum of 18 months under this contract;
 - (2) was disqualified as a result of findings that only could have been discovered during the Government's background investigation;
 - (3) died.
- (c) If the turnover occurred for any other reason than those stated above, the Contractor must bear the start-up costs.
- (d) When an authorized CSO position becomes vacant, the Contractor must, within 21 calendar days after the vacancy occurs, submit a new CSO application package to the Office of Court Security. The Contractor may fill the position by transferring an individual from an existing CSO position. If the Contractor opts to transfer an individual, the Contractor must do so and notify the Office of Court Security within the first 72 hours of the 21-day calendar day requirement. The Contractor must convey all vacancy and transfer notifications on a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*. After the 72-hour period, the Contractor will only be allowed to submit a new CSO application package during the remaining requirement period. Liquidated damages (See Section F) may be assessed if the Contractor fails to meet the 21-day requirement.

C-7 SUITABILITY REQUIREMENTS

- (a) The Contractor must take all necessary steps to assure that all individuals serving under this contract are reliable, reputable, and have satisfied all stipulated training and experience requirements. In addition, the Contractor must ensure all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to, performance standards, medical requirements, and weapon's requirements. Failure to meet any suitability requirements of the contract may constitute non-performance and subject the individual to removal from the contract. The Contractor may also be subject to charges for liquidated damages or default. The Contracting Officer will notify the Contractor, in writing, on all suitability and non-performance issues.
- (b) The Government will perform a full background investigation on all Site Supervisors, CSO applicants and/or incumbents. These individuals are subject to a government investigation at anytime and must meet and maintain all government requirements, including Homeland Security Presidential Directive-12 and clause I.2 FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Nov 2006). The Contract Manager

may also be subject to these requirements, as deemed necessary by the Government for unescorted access.

- (c) While the Government performs individual background investigations, doing so will not, in any manner, relieve the Contractor of its responsibility for assuring that each CSO meets the suitability requirements of this contract. In the event a strike or an emergency impedes continuation of the services provided under this contract, the Government may expedite background investigative procedures, as deemed necessary. However, the Government will not waive the minimum CSO qualification requirements stipulated in this contract.
- (d) The Contractor must immediately notify the Contracting Officer and the COTR in writing when a CSO engages in or is suspected of violating any of the performance standards stated in this contract.

C-8 *ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS*

- (a) When deemed necessary, the Government will require the Contractor to provide CSOs at temporary or alternate locations. When security is required at a temporary or alternate location, the duties required of the CSO will not change.
- (b) When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with the Government Travel Regulations (GTR). The Contractor must complete and submit a CSO Form 010, *Court Security Officer (CSO) Travel Authorization*, Section J, *List of Attachments*, to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor must submit a CSO Form 011, *Court Security Officer (CSO) Travel Expense Reimbursement*, Section J, *List of Attachments*, as instructed in Section G, *Contract Administration Data*.
- (c) Changing conditions within the court environment may require post assignments to vary from day to day. In addition, situations may arise that will require the Contractor to provide CSOs to work overtime, if the COTR determines court security services are required beyond the normal hours of operation of the court facility. *(The Government will not reimburse at the overtime rate unless the CSO has worked a minimum of 40-hours for the week.)* Overtime may only be approved and directed by the COTR, with approval from the Contracting Officer. The Contractor is responsible for providing such services when notified by the COTR to do so. During such times, the Contractor must also be responsible for any

supervision or direction of the CSO performing during the extension period. Any variations in duties will be conveyed to the Contractor by the COTR.

C-9 PROVISIONS REGARDING CSOs CALLED TO ACTIVE MILITARY DUTY

The Contractor must observe the following guidelines and take actions to temporarily fill vacancies of CSOs called to active military duty during wartime or during a national emergency (Only the Government can determine the declaration of a national emergency).

- (1) CSOs summoned to active duty will have their positions held open for a period of five years. The five-year period will be determined from the actual reporting date of the issued military orders. CSOs falling into this category will be placed on extended military reserve duty due to war or a national emergency.
- (2) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days will be filled on a temporary basis. The temporary CSO position will not permanently increase the number of allocated CSO positions for any facility.
- (3) The Contractor must submit a CSO application package, along with a copy of the departing CSO's official military orders, to fill such vacancies. The Contractor must also submit with the CSO application package, the *Contractor's Court Security Officer Staffing Notification*, CSO Form 001 (See Section J, *List of Attachments*) to identify the individual called to active military duty and the individual temporarily performing in the position.
- (4) Start-up costs associated with filling a temporary CSO position under a national emergency will be paid as follows:
 - a. If the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs.
 - b. If less than 18 months, the Contractor is responsible for the start-up costs.
- (5) CSOs serving less than a year of active duty will not be required to have a new background investigation, but will be subjected to a security check via law enforcement databases. A CSO serving more than a year on active

military service will be subjected to a full background investigation upon return.

- (6) The Contractor must provide a written notification to the USMS indicating when the CSO is available to resume performance as a CSO. The written notification must be submitted to the USMS at least 60-days prior to the CSO's return. If a CSO does not intend to return to the position after completion of the military assignment, the Contractor must notify the Government that a vacancy exists and submit a Form CSO 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security within two days after receiving the CSO's notice. The Contractor must fill the vacant position in accordance with Section C-8, *Turnover*, and may opt to fill the vacancy with existing CSO personnel, including the individual temporarily assigned to the position. If the Contractor chooses to place an individual in a temporary status to permanent CSO status, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security to reflect the change.
- (7) All CSOs, whether serving in a temporary capacity or returning from a military assignment, must meet all CSO qualifications, as specified in the contract.
- (8) If this contract is extended, expires or is terminated for any reason, the CSO who vacated the position must be accorded with the same rights and privileges extended to incumbent CSO under the follow-up contract.

C-10 SPECIAL SECURITY COVERAGE

- (a) During special circumstances such as high-threat trials, the Government may require the Contractor to provide CSOs to cover special security or temporary post assignments. The Government may also require the Contractor to temporarily expand security coverage while continuing to maintain full coverage for all authorized positions. If necessary, the COTR will direct the Contractor to increase the time worked by shared position personnel, have full time CSOs work overtime, or temporarily assign CSOs from other districts within the contract area, whichever is least costly to the Government while preserving the maximum level of security. If the Government determines it is necessary for the Contractor to temporarily assign CSOs from one facility to another, the receiving court facility will utilize the additional CSO(s) only for the time required to complete the special security assignment.
- (b) The COTR will notify the Contractor, in writing, of the need for special

security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of the COTR. Travel requirements will be compensated in accordance with the Government Travel Regulations.

- (c) If there is a difference between the applicable wage rate of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate will prevail and the Contractor must pay the CSO the higher rate. If there is a difference between the established contract hourly rates in effect at the two locations in question, the Contractor will be paid the higher of the two rates by the receiving district (i.e., the district to be invoiced for the temporary duty).

C-11 CSO QUALIFICATION STANDARDS

The Contractor must provide security personnel who meet the following minimum qualifications. In addition, each applicant must undergo and pass suitability and background investigation requirements as determined by the USMS.

- (1) Be a citizen of the United States of America.
- (2) Be at least 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand the physical demands of the job and be capable of responding to emergency situations.
- (3) Be a high school graduate or have a GED, or equivalency.
- (4) Be able to read, write, and speak the English language fluently and any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.
- (5) Possess or be able to obtain a valid state driver's license from their state of residence and have a safe driving record for the past five years.
- (6) Have at least three calendar years of verifiable experience as a certified law enforcement officer or its military equivalency, provided the experience includes general arrest authority (experience does not have to be consecutive). General arrest authority is defined as the authority conveyed upon a person to make felony arrests of persons not under a custodial arrangement (prisoner, probation or parole violator) throughout a valid

jurisdiction. The state or federal codes specific to the person's qualifying experience will be used to determine the CSO applicant's arrest authority. The Contractor must verify the CSO applicant's arrest authority prior to submitting the application for approval.

- (7) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (8) Possess the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.
- (9) Possess the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- (10) Possess poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- (11) Possess the ability to prepare clear and concise reports.
- (12) Possess the ability to learn and adapt to changing situations.
- (13) Possess the ability to accept and respond to instruction and direction.

C-12 CSO PERFORMANCE STANDARDS

(a) Responsibility:

The Contractor must ensure all employees maintain satisfactory standards of competency, conduct, appearance, and integrity and enforce appropriate disciplinary actions when necessary. The Contractor must also ensure that all CSOs receive and certify on a CSO Form 006 that they have received the CSO performance standards outlined below and must submit each certification to the Chief, Office of Court Security within 45 days after contract award. Thereafter, the Contractor must submit a CSO Form 006 for each newly approved CSO within five business days after receiving written notification of their approval. If any of the standards are violated, the Government may direct the Contractor to remove the individual from

the court facility. The Contractor must initiate immediate action to replace the individual in the time frame required by this contract.

- (b) Performance Standards - All CSOs performing under this contract must comply with the following:
- (1) Be courteous and demonstrate good manners toward the Judiciary, court employees, Government employees and the 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.
 - (5) Report to their immediate supervisor any circumstances that may adversely affect performance on a particular assignment.
 - (6) Report to their employer if they are detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation. *(The Contractor must immediately report the matter to the COTR, and the Office of Court Security.)*
 - (7) Ensure weapons are secured in a safe place (free from theft, tampering, or misuse) and concealed from view when not in use. Weapons are not to be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or the public.
 - (8) Not engage in any discussion concerning Government matters, policies, 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 arrangements 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 engage, and/or promote gambling and unlawful betting on Government-owned or leased property.
- (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. All press inquiries must be brought to the attention of the COTR. This restriction 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 members of the public, the judiciary, other employees or engage in any prohibited activities.
- (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 that would adversely affect the reputation of the U.S. Courts, the 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 restriction does not pertain to immediate family members if the circumstances have been thoroughly explained to the U.S. Marshal and the Chief, Office of Court Security.
- (23) Refrain from criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct and habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, refrain from possessing or using illegal drugs.
- (24) Do not report for duty or work under any condition that impairs the ability to perform as expected.
- (25) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers.
- (26) Not operate a Government vehicle or any other vehicle in an improper manner or under the influence of intoxicants or drugs and maintain a valid driver's license in the state of their residence.
- (27) Not misuse official authority, credentials, communications equipment, or weapon(s).
- (28) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
- (29) Report violations of prescribed rules, regulations and any violations of statute or law to the appropriate supervisor and/or management officials.
- (30) Not violate security procedures or regulations.
- (31) Not close or desert any post prior to scheduled closure unless directed to do so by the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.

- (32) 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.
- (33) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.
- (34) Do not possess, use, lose, damage, or otherwise take Government property, including confiscated or abandoned property, without authorization of the COTR.
- (35) 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.
- (36) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.
- (37) Conduct only official Government business on Government property.
- (38) Refrain from neglecting duties, i.e., sleeping while on duty; delaying or failing to carry out assigned tasks; conducting personal business during duty hours; refusing to render assistance or cooperation to superiors and the COTR.
- (39) Refrain from use of abusive or offensive language, quarreling, intimidation by words or actions, fighting and participating in disruptive activities that interfere with Government operations.
- (40) Respect the offices of judges and other court officers. Avoid disturbing desk items, opening desk drawers or cabinets, or using Government telephones and equipment, except as authorized.
- (41) Avoid disclosing or discussing USMS policies, procedures, operations, and disciplinary actions with non-USMS personnel.
- (42) Refrain from carrying any unauthorized equipment or weapons.
- (43) Follow their employer's chain of command procedures on all work-

related issues.

- (44) Except when the CSO is required to work overtime by the COTR, the CSO must not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty.
- (45) Abstain from the consumption or possession of alcoholic beverages while on duty and at least eight hours prior to reporting to duty.
- (46) Refrain from consuming any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. Note: The Contractor must ensure that CSOs taking any medication are capable of performing the requirements of the statement of work.
- (47) Comply with Government direction regarding the use of body armor.
- (48) Refrain from performing any type of bailiff or clerk duties in the courtroom such as swearing in defendants, adjusting microphones, filling water pitchers, handing legal papers, moving papers or evidence between attorneys, jurors, and witnesses.
- (49) Refrain from taking physical custody of any court evidence.
- (50) Refrain from being involved in jury selection process, which include handing out paperwork to jurors, correcting juror paperwork, spinning the jury wheel, and handing jury picks back and forth between attorney tables.
- (51) Refrain from leaving the court facility to procure meals for the Court and/or jurors.
- (52) Avoid from driving or escorting judges to off-site functions not related to official court duties.
- (53) Refrain from moving or monitoring USMS prisoners.
- (54) Refrain from acting as a receptionist for the Court or USMS.

- (55) While guarding a post, refrain from using electronic devices not authorized or issued by the Government and limit conversations to official business. For example, watching television, discussing personal business on the telephone or a cellular telephone, listening to portable and personal radios, reading books, newspapers and any other material not associated with official business is prohibited while guarding a post. Allowing individuals or unauthorized personnel to loiter at an official post is also prohibited.
- (56) Refrain from using Government furnished telephones to conduct corporate or administrative work on behalf of the contractor.
- (57) Refrain from using personal telephones, including wireless phones, personal digital assistants, etc., at an official post.

C-13

MINIMUM CSO TRAINING STANDARDS

- (a) The Contractor must ensure that each individual designated to perform as a CSO has successfully completed or graduated from a certified federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the public. The certificate or diploma must be recognized by federal, state, county, local or military authorities as a certification that an individual is eligible for employment as a law enforcement officer. Individuals possessing five years of military experience involving functions similar to those previously described may also be considered for a CSO position. In cases where a CSO applicant did not receive a certificate or proof of law enforcement training, the Contractor may provide a signed statement from a supervisory official of the department or agency indicating that an applicant was employed as a law enforcement officer and that no certificate was issued. The statement must include all dates of employment the individual served in a law enforcement capacity. The Contractor must also include a copy of the signed statement with the CSO application.
- (b) In order to reinforce the CSO's ability to perform the job functions noted in this contract, the Contractor must develop and conduct annually 8-hours of training for *all* CSOs. This training is mandatory and must be attended by all CSOs. Prior to developing the training, the Contractor must survey and consider prior security breaches and refine security techniques, as necessary. At a minimum, topical areas of instruction must include: threat image and explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening.

The Government reserves the right to require the Contractor (at no additional cost) to train CSOs on other areas of concern that are relative to this contract. The Contractor must also prepare and submit a written training syllabus to the Contracting Officer for approval prior to conducting the training. The training must not commence until the syllabus has been approved by the Chief, Office of Court Security. All training must be coordinated with the respective COTR and conducted at a time that best serves the Government. In addition, the Contractor must ensure that such training does not conflict with any existing USMS policies or procedures.

- (c) The Government will only pay the Contractor the basic contract rate during the annual training period. *(All costs resulting from such training, i.e., training instructors, materials, supplies, etc., will be viewed as indirect costs and must be included in the contractor's overhead for compensation purposes.)*
- (d) Upon completion of the training, the Contractor must certify, in writing, to the Chief, Office of Court Security, and the Contracting Officer that all CSOs have been trained as required in paragraph (b) above. The certification must include the name, district, and date that each CSO attended the training.

C-14 MEDICAL STANDARDS AND PROCEDURES

(a) General

- (1) The medical condition of the CSO workforce is critical to the overall safety of the Judiciary. As such, the medical examination process is part of the overall clearance process. To ensure that each CSO is medically qualified to perform all CSO duties, each prospective CSO must undergo a medical examination and meet all of the medical standards stated in this contract. Thereafter, each CSO must undergo and pass an annual examination during the life of the contract for qualification purposes. The Contractor must ensure that each CSO undergo and pass a subsequent annual examination within one year of his or her last examination date. In addition, the Contractor must inform and require each CSO to acknowledge, in writing, that they have no reasonable expectation of continued medical clearance after passing the initial and subsequent examinations.
- (2) The Government reserves the right to require a CSO to undergo a medical examination whenever such actions are necessary to

ensure the safety and security of the Judiciary. The medical clearance will be determined based upon the results of each required medical examination. Thus, a CSO can be determined unsuitable to perform under this contract at any time for medical reasons.

- (3) Each CSO, including CSO applicants, must meet the medical standards outlined below. Failure to meet any one of the required medical and/or physical qualifications will disqualify an individual from performing as a CSO under this contract. The Contractor must not allow any individual to perform under this contract until the individual's qualification status has been determined the Federal Occupational Health (FOH) and a written approval has been granted by the Chief, Office of Court Security.
 - (4) Contractor entitlement of costs incurred in the conduct of individual CSO medical examinations will be expressly limited to basic examination costs, as detailed in the Start-up Cost authorizations and will not apply to any follow-up consultation resulting from the Government's review.
 - (5) At any point during the performance of this contract, the Government may delete the requirement that the Contractor must provide post offer and annual medical exams and have the services provided by the Government. *If the Government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to the start-up cost including associated overhead, general and administrative costs, and profit.*
- (b) Selecting and Qualifying Physicians
- (1) The Contractor must establish and maintain designated licensed physicians to perform and document medical examinations on all CSOs on behalf of their company. At a minimum, the Contractor must designate two licensed physicians for each city in a given district where CSOs are assigned.
 - (2) Designated examining physicians must possess a current license in the United States or a United States possession and be approved in advance by the USMS before they can provide examination services. The designated examining physician must also possess and use medical equipment and supplies that are essential for conducting a complete and comprehensive examination. The USMS reserves the right to disqualify physicians from providing services under this contract, at any time, if: (1) their license has been suspended or revoked by a licensing board; (2) they have been convicted of a federal crime; or (3) their performance is considered unsatisfactory by the Government.

- (3) To qualify a physician as a designated CSO medical examination physician, the Contractor must submit to the Chief, Office of Court Security, for review and approval, within 30 calendar days after contract award, a detailed resume of the physician's credentials and employment history and written certification that the credentials of the respective physician have been verified for accuracy and authenticated by accrediting agencies, medical schools, residency training programs, licensing boards, and other data sources, *Medical Practitioner's Data Sheet, CSO Form 013, Section J, List of Attachments*. The Contractor must not permit prospective examining physicians to perform medical examinations on their behalf until the Government concurs and provides final approval in writing. In addition, the Contractor must submit to the Office of Court Security, an annual written certification that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.

(c) Medical Examination Process

- (1) The Contractor must require all CSOs and each CSO applicant to complete a comprehensive medical form, CSO Form 229, *Certificate of Medical Examination for Court Security Officers, Section J, List of Attachments*, and undergo a medical examination by a designated examining physician. The completed CSO Form 229, including all other supporting medical information, must be sent directly to the Federal Occupational Health for evaluation and qualification. In addition to the CSO Form 229, the Contractor must require all CSOs, as well as applicants, to read and sign that they have received and understand the provisions of the *Acknowledgement of Conditions of CSO Eligibility, CSO Form 004*. The original version of this form must be forwarded to the Office of Court Security.
- (2) The Contractor must require the examining physician to record the CSO's (both applicants and incumbents) medical results on the CSO Form 229 when the examination is being administered and sign the form after completion of the examination. The use of white-out or correction tape on the CSO Form 229 is prohibited. The information stated on the CSO Form 229, including any required additional information, i.e., print-outs or reports of lab data, EKG, vision and hearing test records, a summary of the applicant's treatment plan, etc., must be legible, truthful, complete and precise, in order for the Government to render a sound medical

determination. In addition, to ensure the integrity and privacy of the medical examination, the Contractor must require the examining physician/clinic to return the results of the medical examination directly to the Contractor in a sealed envelope.

- (3) Upon receipt of the CSO Form 229, the Federal Occupational Health will review the form for completeness. If the CSO Form 229 is considered complete, the CSO Form 229 will be evaluated to render a qualification determination. If the CSO Form 229 is not considered complete or acceptable, the form will be returned to the Contractor for correction or completion. The Federal Occupational Health will return the CSO Form 229 if: (1) the medical findings are illegible; (2) requested and necessary information was not provided; (3) the medical findings or documentation are incomplete, conflicting or questionable; or (4) necessary and complete additional information was not included with the submission. Incomplete CSO Form 229s will delay the process of qualifying an individual and thus impact the Contractor's performance and ability to supply the required security coverage. For that reason, the Contractor must establish and enforce quality assurance procedures to minimize such delays. The Contractor must also submit the CSO Form 229 to the Federal Occupational Health within 30 days of the examination date.
- (4) After the CSO Form 229 passes the initial review and clearance process performed by Federal Occupational Health, the form is reviewed for a medical qualification determination. If the Federal Occupational Health's initial review can determine, based on the information contained in the CSO Form 229, that the individual is clearly medically disqualified, the USMS will inform the Contractor in writing that the individual does not meet the medical qualification standards and cannot perform under this contract.
- (5) If, for any reason, the Federal Occupational Health is unable to make a final medical determination or it is necessary to clarify or prove that a disqualifying condition has been corrected or eliminated, the Government will issue a "deferred" determination. In such cases, the Contractor must require the CSO to submit specific supplemental information within 60 days of the request in order to medically qualify. Costs associated with any follow-up consultations or additional visits to the designated examining physician or the CSO's physician will not be the responsibility of the Government.

- (6) If all of the requested information is not received by the Federal Occupational Health within the 60-day time frame the individual will be disqualified to perform under this contract. If the Contractor submits the required information to the Federal Occupational health within the 60-day time frame, the Government will review the necessary information for an evaluation and medical qualification determination. After reviewing all of the medical documentation, the Government will determine whether the individual meets the medical standards outlined in this contract and the Federal Occupational Health will inform the Contractor in writing of the final determination.
- (d) Annual Medical Examinations and Other Medical Examination Requirements
- (1) After the CSO successfully completes the initial examination and qualification process, the Contractor must require the CSO to complete and pass an annual medical examination within one year of their last examination date. If the CSO fails to complete and pass the examination within the one year period, the CSO will be rendered disqualified and the Contractor must prohibit the individual from performing under this contract. The requirements and procedures outlined in paragraph (c) above will also be followed for the annual medical examination process.
- (2) If the Contractor relieves a CSO from performing under this contract due to an injury, illness, inpatient or outpatient surgery/procedure, hospitalization or emergency room visits, extended medical reasons, suspension, resignation, or extended military reserve duty, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security, within three business days after being informed of the situation and/or assignment. The Government will not pay any cost to conduct reexaminations for such causes. The Contractor must also ensure that all posts are covered at no additional cost to the Government when CSOs are on extended leave due to personal or medical reasons.

- (3) If, at anytime, the Government determines or suspects that a CSO's medical or physical condition may impede security of the Judiciary, the Contractor must require the CSO to undergo a medical examination outside of the annual medical requirement. In such cases, the cost of the medical examination will not be paid by the Government. In addition, such examinations must be administered as directed by the Government.
- (4) If, at anytime, an individual's observed physical state or annual medical examination documentation reveals any condition which could impair the individual's ability to perform the duties associated with this contract, the Government may, on a temporary or permanent basis, disqualify the individual from performing under this contract. The Contractor must prohibit an individual from performing under this contract until a reexamination of the individual's medical condition has been performed and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security.
- (5) When the Contractor is seeking approval to allow an individual to resume CSO duties after being absent for an injury, illness, surgery (including inpatient and outpatient operations, such as *Lasik* eye surgery, etc.), or any other medical reason, the Contractor must allow the individual *no more than 30 calendar days* from the caring physician's release date to undergo a medical examination and furnish the results of the examination on a CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. If the individual's physical or medical state restricts the individual from performing any of the CSO duties or if the condition is obviously disqualifying, the Contractor must immediately prohibit the individual from performing under this contract.

- (6) The Contractor and the individual's treating physician must complete all applicable areas of the CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. Once completed, the Contractor must submit the form to the Office of Court Security for an official medical clearance. The CSO Form 012 will be reviewed for completeness and a final medical qualification determination. If the form is incomplete, the Office of Court Security will consider the form unacceptable and return it for correction. The individual may not resume CSO duties until the Government makes a final medical determination that the individual is medically qualified to resume CSO duties. The Chief, Office of Court Security, will notify the contractor in writing as to whether the individual is medically qualified to resume performance under this contract.
- (7) If a CSO is found to have a correctable condition, the CSO may resume performance when the disqualifying condition is satisfactorily corrected or eliminated and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security. The Government will not reimburse the Contractor for any costs resulting from follow-up consultation. Furthermore, if a CSO is relieved for any medical reason(s), the Government will not be liable to pay, nor will the Contractor bill for any hours not worked.

(e) Medical Standards

- (1) Vision - Corrected distant visual acuity must be 20/30, or better, as measured with both eyes viewing (binocular). Complete loss of vision in one eye is disqualifying. Corrected distant visual acuity must be 20/125, or better, in the worst eye. Ability to distinguish basic colors, as well as shades of color, is required. Normal peripheral vision is required.
- (2) Hearing
- (a) The individual must be able to hear well enough to safely and efficiently carry out the essential requirements of the job. This requires satisfactory binaural hearing (ability to hear in each ear), and ability to: *localize sounds; comprehend speech; and, hear sounds that require*

investigation or that alert to danger. Complete loss of hearing in one ear is disqualifying. The individual *must* meet the hearing standards *unaided*. In order to measure an individual's ability to meet the hearing standards, the following test procedures are administered:

- (b) Initially, all individuals must be tested UNAIDED using a pure tone, air conduction audiogram (audiometer) for measurement, testing each ear separately. The equipment and test setting must meet the standards of the American National Standards Institute (See 29 CFR 1910.95). Binaural hearing and auditory acuity may be demonstrated by documentation of hearing thresholds, as specified below:
 - (i) In the frequency range from 500 - 2000 hertz (Hz), the pure tone audiometric deficit must not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.
 - (ii) At 3000 Hz, the pure tone audiometric deficit must not exceed 40 dB in either ear, *without* the use of hearing aids.
 - (iii) At 4000 Hz, the pure tone audiometric deficit must not exceed 50 dB in either ear, *without* the use of hearing aids.
- (c) Hearing Test Outcomes
 - (i) If the above UNAIDED pure tone audiogram is *passed* and the individual *does not wear* hearing aids, no further testing is needed and the individual is deemed medically qualified under this hearing standard.

- (ii) If the UNAIDED pure tone audiogram is failed, and the individual *does not wear* a hearing aid, the individual must undergo UNAIDED functional hearing assessments that will be provided after the initial examination result is reviewed by the Government.
- (iii) If the above UNAIDED pure tone audiogram is failed, and the individual wears hearing aids, the individual must undergo UNAIDED functional hearing assessments which will be provided after the initial examination is reviewed by the Government. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.
- (iv) If the above UNAIDED pure tone audiogram is *passed* and the individual wears hearing aids, the individual must undergo *UNAIDED functional hearing assessments* which will be provided after the initial examination is reviewed by the Government. This is to ensure that the hearing aids do not impede the individual's ability to meet the hearing standards. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.

(d) *The Purpose of Functional Hearing Tests*

Functional hearing tests which measure sound and speech recognition will be used to determine the medical qualification of all individuals who: (1) either passes the UNAIDED pure tone audiogram, but wears a hearing aids; or (2) fails the UNAIDED pure tone audiogram. The functional hearing tests will measure the following:

- (i) Unaided hearing loss between the two ears must not differ by 25 dB, or more, at three of the four speech frequencies, i.e., 500, 1000, 2000, and 3000 Hz. (Measures the ability to localize sounds.)

- (ii) Unaided Speech Reception Threshold must be 30 dB, or better, in at least one ear. (Measures the ability to hear sounds that alert to danger.)
- (ii) Unaided Speech Recognition in quiet must be 90 percent, or above, in each ear.
- (iv) Unaided Speech Recognition in a noise sound field must be 50 percent or above.

If hearing aids are worn, the following additional assessments will be requested and will be completed with the hearing aid in place:

- (i) A statement describing the type of hearing aids and ear(s) fitted must be provided by the audiologist.
- (ii) Aided pure tone air conduction audiogram at the frequencies 250, 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- (iii) Aided Sound Field 5 percent FM warble tones at frequencies 250 - 6000 Hz, including 3000 Hz. Binaural signal must be phase-locked with simultaneous presentation from both speakers placed at 90 and 270 degrees azimuth (towards left and right ears, respectively).
- (iv) Aided Speech Recognition in a noise sound field must not be less than 50 percent.

A determination of medical qualification for those individuals who wear hearing aids will be made pursuant to these additional assessments.

- (3) Cardiovascular System - Any condition that significantly interferes with heart function may be disqualifying. Examples of conditions that may be disqualifying are hypertension with repeated readings that exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition that significantly interferes with breathing capacity may be disqualifying.
- (5) Gastrointestinal System - Any disease or condition that requires

rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
- (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
- (8) Nervous System - Dysfunction of the central and peripheral nervous system that significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
- (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
- (10) Speech - Permanent and significant conditions which result in indistinct speech may be disqualifying.
- (11) Extremities & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
- (12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties may be disqualifying.

C-15 PHYSICAL STANDARDS

- (a) When recruiting or considering individuals to perform under this contract, the Contractor must ensure that the individual can withstand the physical demands of the position. All individuals performing in a CSO position must be physically fit and be able to meet all of the physical and performance requirements of this contract. Any individual who cannot

meet the physical requirements of the CSO position will be disqualified and prohibited from performing under this contract.

- (b) Physical Demands - The duties and responsibilities of a CSO require frequent and prolonged walking, standing, running, sitting, and stooping. In addition, a CSO may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (i.e., mental, climatic) is a basic requirement of this position. Therefore, "light duty" post assignments are not available under this contract.
- (c) Physical Fitness - The Contractor must encourage its employees working as CSOs to maintain a fitness program. Staying physically fit will help the individuals performing as CSOs to endure the stress generally associated with the performance demands of this contract and prepare them to respond to emergencies.

C-16 BACKGROUND INVESTIGATION REQUIREMENTS AND PROCEDURES

- (a) Contractor's Responsibility
 - (1) The Contractor must conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Responsibility of costs for conducting background investigations on CSO applicants and other personnel will be determined, as described in Section C-8, *Turnover*. The Contractor must ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-13, *CSO Qualification Standards*, before submitting the applicant's package to the Government for processing. The Contractor must also complete, certify, and submit a CSO Form 005, *Court Security Officer Contractor's Preliminary Background Check* form, which is provided in Section J, *List of Attachments*, for each CSO applicant and other Contractor personnel undergoing a background investigation.
 - (2) In order for the Government to conduct and complete the background investigation process, the Contractor must ensure that all CSO applicants and other required Contractor personnel complete the CSO 234, *Personnel Qualification Statement* (See Section J, *List of Attachments*), and the Standard Form 85P, *United States of America Authorization For Release of Information*. These forms are mandatory.

- (3) The Contractor must ensure that all CSOs and other personnel who are working on this contract have passed the USMS background investigation process. For security reasons, the Government strictly prohibits anyone from working on this contract without passing a proper USMS background investigation. The Contractor must ensure that no Contractor employee commences performance prior to the completion of the background investigation unless the Chief, Office of Court Security, grants an interim approval to do so.
 - (4) The Contractor must bear the cost of conducting a background investigation on an individual replacing a former CSO unless the Government is paying for turnover in accordance with Section C-8, *Turnover*.
 - (5) If a CSO is temporarily removed or resigns from performing services under this contract, the Government may require the individual to undergo another background investigation before resuming a CSO position. At the discretion of the Government, the Contractor must submit the necessary forms for a reinvestigation to the Office of Court Security. Prior to submitting the forms, the Contractor is responsible for reviewing the forms for completeness and accuracy. The forms must be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee or CSO.
- (b) Government's Responsibility
- (1) The Government will conduct a background investigation on all CSO applicants and other personnel when deemed necessary. Derogatory information discovered during the investigation process may render the individual unsuitable to perform under this contract. The Government may also reinvestigate all Contractor personnel working on this contract for any reason.
 - (2) Upon completion of the background investigation, the Office of Court Security will review the findings to determine if the individual is suitable to perform under this contract. The Government's primary concern is to determine whether the individual's presence or performance under this contract could pose a potential threat or risk to the U.S. Courts, the Government, or the public.

- (3) In the event a CSO applicant is currently working or has worked as a law enforcement officer within thirty days of applying for a CSO position with the Contractor, the Chief, Office of Court Security, may grant the Contractor an interim approval to allow the individual to perform immediately. **In addition to the thirty day criteria for prior law enforcement officers, the individual must also be in full compliance with clause I.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006) of this contract prior to being granted the interim approval.** The Contractor must receive a written approval from the Chief, Office of Court Security, before the individual may perform in an official CSO capacity. If an approval is granted, such approval does not constitute a waiver of qualifications, including the background investigation, medical examination, or any other requirement.
- (4) The Government reserves the right to conduct a background investigation at any time on all contractor personnel, including corporate officers or any other employees or subcontractors, as deemed necessary. If the Government decides to conduct a background investigation, the Contractor, including the employee, must cooperate and provide, at a minimum, the employee's name, date of birth, and social security number.

C-17 WEAPONS PROFICIENCY STANDARDS

- (a) The Contractor must test each CSO, including CSO applicants, to determine weapons-handling proficiency. In order to be eligible to perform in a CSO capacity, all individuals must successfully pass the weapons proficiency test in accordance with the USMS' policy. The Contractor must ensure that all tests are administered by a certified firearm instructor and witnessed by a USMS law enforcement official for official verification.
- (b) The actual testing must be conducted with the weapon issued to the CSO by the Government. The testing must also comply with the *CSO Semi-Auto Handgun Qualification Course* form (See Section J, *List of Attachments*). If approved by the U.S. Marshal, the Contractor may qualify a CSO at a USMS firearm range, including a designated firearm range used by the USMS under an interagency agreement. However, in such cases, the Contractor may not charge the Government or receive payment for any firearm range costs.

- (c) Before testing a CSO or applicant, the Contractor must coordinate the test and provide a one-week written notice of the testing to the COTR. The notice must provide the name of the individual being tested, the date, time, and location of the testing. All weapons will be transported to the range site as directed by the COTR. In the event the COTR requires the Contractor to transport the weapons, the COTR will provide the Contractor with a written authorization from the U.S. Marshal before doing so.
- (d) The initial weapon qualification testing for new hires must be performed within seven calendar days after the Contractor receives a favorable suitability determination from the Chief, Office of Court Security. The Contractor must not allow an individual to perform any CSO duties prior to weapons qualification. Within the seven calendar days after the individual has successfully qualified, the Contractor must submit the weapon's proficiency certification, CSO-014, *CSO Weapons Qualification Record*, Section J, *List of Attachments* and the CSO Form 009, *Notification of a Court Security Officer's Official Performance Date*, to the respective COTR and forward a copy of the form to the Office of Court Security. After an individual has successfully completed the initial testing, the Contractor must retest the individual annually by December 31 of each subsequent contract period.
- (f) When a CSO or applicant fails to meet the weapons qualification standards during the initial or annual testing period, the Contractor must not allow the prospective CSO to begin performance or an incumbent CSO to resume performance under this contract until the weapons qualification standards have been met. The Contractor must allow the individual to retest, up to two attempts only, within seven calendar days after the testing was conducted. If the individual fails the test during the two subsequent attempts, the Contractor must not permit the individual to perform under this contract.
- (g) Within 45 days after award of this contract, the Contractor must provide legible copies of each firearm instructor's certification, including any updates, to the Chief, Office of Court Security and the COTR. Proof of certification for new firearm instructors are required and must be submitted within 30 days of their performance date.

C-18 CSO APPLICATION PACKAGE REQUIREMENTS

The Contractor must submit a complete and accurate CSO application to the Office of Court Security, for each individual proposed to work in a CSO position. A complete CSO application package consists of the following forms:

- | |
|---|
| 1. CSO 234, "Personnel Qualifications Statement (Contract Guard)" |
| 2. FD 258, "FBI Fingerprint Card" |
| 3. Court Security Officer Contractor's Preliminary Background Check Form, CSO Form 005 |
| 4. Form CSO-229, "Certificate of Medical Examination for Court Security Officers" |
| 5. Military Discharge Certificate(s), Department of Defense DD-214 (If applicable) |
| 6. Photocopy of the Applicant's Official Law Enforcement Training Certification |
| 7. Contractor's Court Security Officer Staffing Notification, CSO Form 001 |
| 8. Certificate of Compliance, The Lautenberg Amendment, Title 18, Section 922(g)(9) of the United States Code, CSO Form 007 |
| 9. Acknowledgement of Conditions of CSO Eligibility Form, CSO Form 004 |
| 10. Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et seq., CSO Form 015 |
| 11. Questionnaire for Public Trust Positions, Form SF 85P |
| 12. Questionnaire for National Security Positions, Form SF-86 (Only when required.) |

The Contractor must submit the CSO application package as indicated above for all new hires. In addition, the Contractor must submit the complete CSO application package within 21 calendar days from the date that a vacancy occurs or within 21 calendar days after receiving an official notification from the Government that a new CSO position exists.

C-19 CSO AUTHORIZATION TO PERFORM

- (a) The Contractor must not permit anyone to assume the role of a CSO until (1) the individual has passed all qualification requirements stated in this contract, (2) the individual has been determined by the Government to be suitable to perform in such capacity, and (3) a written notification of such determination has been received from the Chief, Office of Court Security. After the approval has been granted, the Contractor may continue with the hiring process and coordinate the individual's official start date with the District.
- (b) Once the Contractor directs the individual to perform in an official capacity, the Contractor must complete and forward the following forms to the Office of Court Security within five business days.

- | |
|---|
| 1. In-District (Phase I) Orientation Certification, CSO Form 008 |
| 2. CSO Weapons Qualification Record, CSO Form 014 |
| 3. Certification of Court Security Officer Performance Standards, CSO Form 006 |
| 4. Notification of a Court Security Officer's Official Performance Date, CSO Form 009 |

C-20 ORIENTATION REQUIREMENTS

- (a) This contract requires all individuals performing in a CSO position to complete the In-District Orientation and attend the USMS CSO Orientation. Both requirements are mandatory and may not be waived. The orientation is designed to provide a clear understanding of the USMS primary mission and the important roles and responsibilities of a CSO. The Orientation does not substitute or relinquish the Contractor's from performing the annual CSO training requirements. When the Government determines to conduct CSO Orientation (Phase II), the Contractor must make necessary arrangements for each eligible CSO to attend and satisfy CSO orientation requirements. Failure to complete both requirements will be considered grounds for removal in accordance with H-3, Removal of CSOs and Other Contractor Personnel. The requirements for each orientation are explained in the subsequent paragraphs.

(b) In-District Orientation (Phase I)

The Contractor, through coordination with the COTR, must ensure that all new CSOs satisfactorily complete the In-District Orientation (Phase I), CSO Resource Orientation Guide with seven calendar days after the contractor receives a favorable suitability determination from the Chief, Office of Court Security, prior to assuming CSO duties. After completion of the In-District Orientation, the Contractor must require the CSO to complete the In District (Phase I) Orientation Certification, CSO Form 008 (See Section J, List of Attachments), and require a supervisory official to certify that the individual has satisfied the CSO Orientation (Phase I) requirement. The Contractor must also retain a copy of the form and forward the original to the USMS, Office of Court Security and a legible copy to the COTR within seven calendar days of the orientation.

(c) CSO Orientation (Phase II)

- (1) The Contractor will be notified in writing by the Chief, Office of Court Security, when Phase II Orientation sessions will be held and how many CSOs are required to attend. When the notification is received, the Contractor must prepare and submit a detailed cost

estimate and a written schedule for *all* CSOs required and eligible to attend the CSO Orientation (Phase II). (See eligibility requirements stated in the following paragraph.) This information must be submitted and coordinated with the COTR for review and approval within 10 business days after the issuance of the notification. In addition, the Contractor must make all necessary staffing coverage and travel arrangements for each CSO and take necessary measures to cover posts while the CSO(s) is attending the Phase II Orientation. The Government will not authorize or pay overtime to accommodate such staffing coverage.

- (2) Before a CSO can attend the CSO Orientation (Phase II), the Contractor must ensure that the CSO meets each of the following requirements:
 - a. The individual has met the USMS CSO medical and physical standards. (*Note: Individuals performing in an interim status may not attend the CSO Orientation (Phase II).*)
 - b. The CSO has successfully passed the appropriate weapon's handling proficiency test and the CSO-014 has been received by the Office of Court Security.
 - c. The CSO has undergone and passed the USMS background investigation process.
 - d. The CSO has not previously attended or completed the entire USMS CSO Orientation (Phase II).
 - e. The CSO has been approved by the Office of Court Security to attend the CSO Orientation (Phase II).
- (3) If the Contractor sends a CSO to the CSO Orientation (Phase II) who has not met the requirements stated above, the Contractor will bear the costs for sending the CSO to the CSO Orientation. Only those individuals who have been authorized by the USMS may attend the CSO Orientation (Phase II).
- (4) When travel is necessary, the Government will reimburse travel expenses, on a one time only basis, for each CSO who is qualified to attend and who actually attends the CSO Orientation in its entirety. The Government will not be responsible for, nor will the Government reimburse the Contractor travel expenses, if a CSO

fails to attend the Orientation as scheduled. Travel reimbursement will be made in accordance with the Federal Government Travel Regulations. The Government will not be responsible for making travel arrangements for any Contractor personnel. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and to ensure that necessary coordination has been made. The Government will also reimburse the Contractor up to eight hours at the basic contract rate for each day that the CSO attends the orientation session. During the orientation phase, the Contractor will only be entitled to reimbursement of the basic contract rate and must only bill the basic rate for labor hours associated with the CSO Orientation (Phase II). When making travel arrangements, the Contractor must minimize costs and secure the lowest attainable price.

- (5) The Contractor must require all CSOs to meet the orientation requirements. If a CSO cannot attend the orientation when scheduled, the Contractor must explain, in writing, the circumstances preventing the CSO from attending and request approval from the Chief, Office of Court Security, for the individual to attend the next scheduled orientation.
- (6) If an emergency prevents a CSO from attending the entire CSO Orientation (Phase II) session, the Contractor must immediately inform the Office of Court Security, in writing, with the details of the emergency. The Contractor must also coordinate the makeup time with the Office of Court Security and make the necessary arrangements for the CSO to complete the orientation at no additional cost to the Government. Only the initial CSO Orientation cost will be paid by the Government.
- (7) The Contractor must prohibit visitors, including spouses and children, from accompanying their personnel to the areas where the CSO Orientation is being held.

C-21 CSO DRESS STANDARDS

- (a) Mandatory uniform standards apply to this contract. Such standards are established and may only be changed by the Government. If operational requirements necessitate a uniform change, the Contractor must submit a written uniform change request through the COTR to the Chief, Office of Court Security, for consideration. Uniform standards may not be deviated from unless approval has been granted by the Chief, Office of Court

Security and a written direction has been issued by the Contracting Officer.

(b) CSO Uniform Requirements:

- (1) By December 31 of each contract period, the Contractor must provide the required basic uniform items specified in the chart below to CSOs only. The Contractor must not issue CSO uniforms to Contractor Managers and Site Supervisors, or allow them to wear such uniforms. In addition, the Contractor must ensure that all CSOs are in required attire while officially performing under this contract. As noted below, the official CSO uniform includes a navy blue blazer, gray slacks, white shirt, a navy blue necktie with red and white stripes, dark socks, and low-heeled, plain toed, black shoes or boots.

ITEM	ISSUE	SPECIFICATIONS
Short Sleeve Shirt or Blouse	3	White, plain or button-down collar.
Long Sleeve Shirt or Blouse	3	White, plain or button-down collar. (No French cuffs.)
Blazer	2	Navy blue 3-ply tropical blend, full-cut traditional, fully lined with fine rayon or polyester, taffeta-reinforced shoulder pads. The style should include a single inset pocket on the left breast, two patch pockets with flaps, a center back vent, and a two-button front closure. Salient features include cut, color, and 3-ply fabric of 55% Dacron polyester and 45% worsted wool. The actual weight of the material will be determined by the climatic conditions where the CSO is providing services. Colder climates may necessitate a heavier fabric with more of a wool blend. Because of the wearing of the gun under the blazer, an additional patch of material under the jacket should be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional gray. Salient features include cut, color, and 3-ply fabric that is of 55% Dacron polyester and 45% worsted wool. Colder climates may necessitate a heavier fabric with more of a wool blend.
Necktie	2	Red, white, and blue, striped tie or clip-on necktie. (Females may wear crossover ties.)
Shoes and/or Boots	1	Black, plain-toed, low-heeled shoes or boots. No high heels.
Socks	6	Dark color

- (2) Prior to contract performance, and annually thereafter, the Contractor must certify in writing to the Contracting Officer and the COTR, that each CSO has been furnished new uniforms as required above. The Government will not compensate the start-up cost for a CSO and the Contractor must not bill the Government until the new uniform items have been purchased and issued to each CSO. In cases where a uniform was issued to a CSO under a previous contract award or option period less than four months prior to the start date of the current contract, the Contractor is not required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.
- (3) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs and must use the same supplier to maintain uniformity. The Government will not compensate the Contractor for uniform replacement costs occurring outside of the annual replacement period.
- (4) All uniforms are considered Government property and must remain with the Government. Disposition of all uniforms will be at the discretion of the USMS.
- (5) The Contractor must ensure that CSO uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.
- (6) The Contractor must require CSOs to wear long sleeve shirts or blouses beginning October 1 of each year and short sleeve shirts or blouses beginning May 1 of each year. Deviations in this requirement may be authorized by the COTR.
- (7) The Government will issue each CSO an official pocket identification badge and a nametag that must be worn while performing in an official CSO capacity. The pocket identification badge must be worn in the blazer breast pocket and cannot be modified in any manner. All pocket badges must comport to the USMS' official contract specifications. Displaying any item other than the USMS seal on the pocket badge is prohibited.
- (8) To prevent weapon exposure, the Contractor must prohibit CSOs from removing their jackets while on official duty. However, if a CSO is exposed to extreme heat and such exposure could impose a health problem, the Contractor may submit a written request to the

Chief, Office of Court Security, through the Contracting Officer,
for reconsideration of this requirement.

(c) *Supplemental Items:*

The Contractor must provide CSOs with supplementary items that are necessary to perform their duties. Examples of supplementary items include, but are not limited to, pens, pencils, paper, notebooks, logbooks, etc.

(d) CSO Appearance:

- (1) Hair and Nail Length - The Contractor is responsible for assuring that CSOs maintain a functional and neat appearance in accordance with standards set by the COTR.
- (2) Uniform - The Contractor must ensure all CSOs are in complete uniform at all times while on official duty. If a CSO is out of uniform while on official duty, the Contractor must relieve the CSO from duty and provide a replacement immediately. If a CSO is relieved for this cause, the Government will not be obligated to pay the Contractor for the CSO's non-availability and the Contractor may be subject to liquidated damages.
- (3) Jewelry Restriction - The Contractor must ensure that all CSOs refrain from wearing any jewelry, except wristwatches, wedding, engagement and class rings. Any exceptions must be approved in writing by the COTR.

(e) Uniform Variations:

- (1) Whenever deemed necessary, the Government may authorize uniform variations. Certain post assignments may require CSOs to wear specialized uniforms, including rainwear and cold weather gear. In such cases, the Government may issue such uniforms as Government-furnished property or authorize the Contractor to make such purchases. If cold weather gear is authorized, the Contractor may provide a V-neck navy blue vest or sweater to be worn under the basic uniform. If a vest or sweater is provided, the Contractor must prohibit CSOs from placing patches or other decorative devices on them. Only those CSOs guarding post(s) exposed to such weather conditions may be authorized this variation.
- (2) Only those posts exposed to cold weather elements will be authorized cold weather gear. Winter coats (jackets or parkas) must be "police duty" type and must be dark navy blue or black in color. Fur-type collars are optional. These coats should have securable side vents for easy access to the weapon. The use and purchase of cold weather and rain gear must be approved in advance and in writing by the Chief, Office of Court Security. The

Contractor must submit a written request through the COTR to the Chief, Office of Court Security, for consideration.

C-22 UNFORESEEN GOVERNMENT CLOSURES

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, natural disasters, epidemics, quarantine restrictions, inclement weather, administrative closures, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay nor should the Contractor bill for hours that were not actually worked by their personnel.

C-23 EMERGENCIES

In the event of an emergency, the Government (U.S. Marshals Service) reserves the right to direct the activities of the CSOs. Emergencies include, but are not limited to, a directive from a federal judge, bomb threats, natural disasters, terrorist attacks, or imminent personal danger to a judge, juror, witness, attorney, or other court personnel. Under no circumstances may a CSO refuse to cooperate with such directives when the Government or the U.S. Marshal determines that an emergency situation exists. The Contractor and the COTR will be promptly notified of the situation. As soon as practicable, the Contractor must document the event thoroughly and concisely in the Daily Activity Log (See Section F, Deliverables or Performance, for additional details) and the Form CSO 003, Court Facility Security Incident Report.

C-24 OVERTIME AND HOLIDAY PERFORMANCE

(a) Overtime

- (1) When court proceedings or other court functions continue beyond the court facility's normal hours of operation, the Contractor may be required by the Government, through the direction of the COTR and with approval of the Contracting Officer, to work additional hours. In such cases, the COTR will request the Contractor, in writing, to perform the additional hours.
- (2) In the event the Contractor is required to provide court security services beyond the court facility's normal hours of operation, the Government will apply the basic contract rate unless the particular CSO assigned has worked a 40-hour workweek. However, the Government will only be liable when the Government requests a variation in the schedule and the request results in overtime usage.

- (3) The Government will not reimburse nor is the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.
- (4) The Government will not reimburse nor is the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations, orientation, or any CSO-related training requirements.
- (b) *Holiday Performance* - Any services provided by a CSO on a holiday, as recognized by the applicable Department of Labor wage determination, will be paid at the basic hourly rate.

C-25 GOVERNMENT FURNISHED PROPERTY

- (a) The Government will furnish the Contractor the following items listed in the chart below and any other item(s) deemed necessary for the safety and protection of human life and court facilities. The Contractor will be directly responsible and held accountable for all Government property issued under this contract. Upon receipt from the Government, the Contractor must provide these items to each CSO:

Ammunition to perform and qualify.	Name Tags
Body Armor	Oleoresin Capsicum (OC) Spray <i>(Optional)</i>
Body Armor Ballistic Tee Shirt	Pocket Identification Badge
Body Armor Carry Bag	Radio (Issued to post)
Body Armor Quilted Carrier	Radio Charger
CSO Credential	Radio Batteries
Handcuffs	Radio Carrying Case/Belt Clip
Handcuff Case	Radio Earphone
Holster (Belt Type)	Weapon(s)
Magazine or Cartridge Case	Specialized Uniforms (Only when authorized by the Government)

- (b) The Contractor must use the Government's furnished equipment and may not permit any CSO to substitute or replace any Government furnished equipment with personal or contractor equipment without written authorization from the Chief, Office of Court Security. In addition, the Contractor must ensure that each CSO is properly equipped and using only Government furnished property while performing under this contract. Contract Managers and Site Supervisors are prohibited from and may not be issued any of the items listed above. If, for any reason, an individual is no longer performing in a CSO position, the Contractor must ensure that

the individual immediately relinquish these items and return them to the Government.

- (c) The Contractor must establish and maintain a system to control, protect, preserve, and maintain all property issued by the Government until the Contractor has been relieved of the responsibility of the property by the Government. This property control system must be in writing and is subject to review and approval by the Government. In addition, the property control system or records will constitute the Government's official property control records and must be made available to the Government upon request.
- (d) If overages, shortages, or damages are discovered upon receipt of the property, the Contractor must provide a statement of the condition and apparent cause of the damage to the COTR. Depending on the circumstances, the Contractor may be liable for shortages, loss, damage, or destruction of the Government property. For example, the Government may hold the Contractor responsible for the destruction or loss of weapon(s), body armors, radios or any other items lost, damaged, or destroyed by the Contractor's employees.
- (e) The Contractor must maintain, at all times, a complete and accurate inventory of all Government furnished property issued under this contract. By October 31 of each contract period, the Contractor must verify the inventory of all Government furnished equipment and provide the inventory report to the COTR. These items must be cared for in accordance with FAR Part 45 and stored at the location designated by the Government.
- (f) The CSO equipment inventory report must provide, at a minimum, the following information:
 - (1) The location (district and site) of the inventory;
 - (2) The identification of the equipment, e.g., weapon, make and model.
 - (3) The serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued. The Contractor must provide a list showing a description and unit quantity of all non-serialized government furnished equipment, e.g. 15 holsters, right-handed, 4 inch. Handcuffs, although serialized, do not have to be listed as separate items.

- (g) The Contractor is responsible for ensuring that CSOs return all Government furnished equipment to the Government's designated storage area at the completion of the CSO's shift. Under no circumstances may the Contractor or its employees (CSOs) take any Government issued property from the duty station, with the exception of the CSO body armor and its accessories, unless the removal of such property has been specifically authorized in writing by the respective U.S. Marshal. The Contractor must inform the COTR immediately when any CSO violates this provision. When such violation occurs, the Contractor must also enforce the company's disciplinary policy. The Government reserves the right to prohibit the violator from performing under this contract and may exercise any legal rights regarding theft of Government property.
- (h) Use of equipment such as walk-through and hand-held metal detectors, x-ray machines, closed-circuit television (CCTV) monitoring equipment, trace detectors, etc., is mandatory under this contract and is subject to change at any time. If equipment changes occur, the Government will provide instructions on the proper use of such equipment and the Contractor must ensure that all CSOs are using such equipment as instructed. If any equipment is malfunctioning or damaged during use, the Contractor is responsible for promptly notifying the COTR of the condition. The Contractor must also inform the COTR immediately when any equipment is misused or abused by a CSO. The cost to repair or replace any damaged or lost Government equipment due to negligence will be deducted from the Contractor's invoice(s).
- (i) Firearms - The Government will issue and determine the type of firearm that will be used under this contract. Furthermore, the Government reserves the right to change the type of firearm as deemed necessary at anytime during performance period of this contract. The Contractor, including all CSOs performing under this contract, must clearly understand that the use or display of firearms and any other weapon issued under this contract is strictly prohibited, except as stated herein, and may only be used during the CSO's official hours and at their official designated duty location.

(j) Oleoresin Capsicum Spray

- (1) The U.S. Marshal may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the U. S. Marshal, the Contractor must ensure that the CSO receiving the OC Spray device successfully completes the certification requirements developed by the United States Marshals Service's Training Academy and use the device in accordance with applicable policies and procedures and the USMS Directive 2.54-1, *Less-Than-Lethal Devices*, Section J, List of Attachments.
- (2) After completion of the initial certification, the CSO must be tested and certified annually in order to carry the device on a continuous basis. It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for annual certification. Re-certification must occur within 60 days prior to the anniversary of the original test. The Contractor must not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the required certification.
- (3) The certification will be conducted by the Government in accordance with the procedures established by United States Marshals Service's Training Academy.
- (4) The Contractor must ensure the CSO(s) carries the OC Spray device only during their official duty hours. In addition, the Contractor must ensure that the CSO(s) conceals the OC Spray device from the public and refrains from inspecting and handling the OC Spray device in view of the public.
- (5) The Government prohibits the use of personal OC Spray under this contract.

(k) CSO Body Armor

- (1) For life protection purposes, the Government will provide and require all CSOs to wear fitted body armor or a ballistic vest while performing under this contract, as deemed necessary by the USMS.
- (2) The Contractor must require all CSOs to wear USMS issued body armor during any high-risk threat situation or when the USMS determines a higher degree of protection is necessary.
- (3) The Contractor must ensure---
 - Each CSO is available and measured for proper fitting.
 - All vests issued to the CSOs are free from defects and damage.
 - All CSOs inspect and maintain their body armor as recommended by the manufacturer.
 - Signs of wear or deterioration are reported to the COTR within 24 hours after the condition is detected for replacement.
 - Lost or stolen body armor is reported to the COTR within 24 hours from the time the item was regarded missing.
- (4) Body armor will be replaced by the Government at no additional expense to the Contractor when it is evident that the armor is deteriorating from normal use and wear or when the manufacturer's warranty for the ballistic protective component expires. The Government will not bear replacement costs when: (1) the body armor is lost or stolen; (2) the body armor is rendered unusable due to negligence or improper alterations; or (3) when the armor no longer fits properly due to weight gain or loss on the part of the wearer.
- (5) Alterations to the body armor may only be made by the manufacturer.
- (6) Failure to comply with this provision or any COTR direction regarding body armor may be considered grounds for immediate removal of the CSO, pursuant to provision H-3, Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards, paragraph (c).

C-26 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS

- (a) Within 45 days after commencement of the contract, the Contractor must provide a company identification card to all persons performing in the positions required under this contract (See C-5, Contractor Personnel and Duties). For new hires, the Contractor must issue a company identification card within 45 days after their performance start date.
- (b) At a minimum, the Contractor's company identification card must meet the following requirements:
 - 1. Bear the company's logo only. Use of USMS and the Department of Justice's badges, seals, or logos, and titles such as Special Deputy United States Marshal is prohibited.
 - 2. Include a clear photograph of the employee.
 - 3. Indicate the employee's current height, weight, date of birth, and gender.
 - 4. Must be wallet size, (approximately 2" x 3¼") similar to a driver's license.
- (b) The Contractor must require all personnel to carry the company's identification card at all times while performing services under this contract.

C-27 OTHER CONTRACT RESTRICTIONS

The Contractor, including its personnel, must not represent themselves as USMS employees nor must the Contractor, including its personnel, use, apply, or duplicate USMS and Department of Justice's badges, seals, logos, and titles such as Special Deputy United States Marshal, on any supplies, including the company's stationary and business cards, equipment, materials, company gear or any other thing not mentioned herein.

PART I – SCHEDULE**SECTION D- PACKAGING AND MARKING****D-1 PRESERVATION, PACKING AND MARKING**

Preservation, packaging, and packing for all items delivered must be in accordance with commercial practices.

D-2 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative must clearly indicate the contract number and task order number, if applicable, for which the information is being submitted.

PART I – SCHEDULE**SECTION E - INSPECTION AND ACCEPTANCE****E-1 NOTICE – Listing of Clauses Incorporated by References**

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION- TIME-AND-MATERIAL AND LABOR HOUR

E-2 INSPECTION AND ACCEPTANCE OF CONTRACTOR'S SERVICES AND REPORTS AND OTHER REQUIRED DATA

- (a) Services: Inspection, acceptance and evaluation of services to be furnished will be performed by the COTR. The Government will conduct any inspection and tests deemed reasonably necessary to assure that the services provided conforms with all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COTR and a notice of such rejection will be provided to the Contractor by the Contracting Officer.
- (b) Reports and Data: The Government will inspect monthly the Contractor's performance in submitting reports and data as required by the contract. Inspection shall be conducted by the Contracting Officer and the COTR. Inspection and evaluation of the Contractor will be performed to assess the following: (1) compliance with the specifications; (2) responsiveness; (3) timeliness; (4) quality with respect to generally acceptable professional standards, and, (5) compliance with all elements of Section F, "Deliveries or Performance."
- (c) Performance will be considered deficient whenever posts are not covered as required by the contract. This deficiency may be remedied by assessing liquidated damages in accordance with the liquidated damages clause provided in Section F, "Deliveries or Performance".
- (d) In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The

evaluation will include, for example, the contractor's record of conforming to contract requirements and standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor history of reasonable and cooperative behavior and commitment to customer satisfaction and generally, the contractor's businesslike concern for the interest of the customer.

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts.

PART I – SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F-1 PERIOD OF PERFORMANCE**

The base year period of performance start date (effective date) will be March 1, 2008 and continue thru September 30, 2008. This contract has four option period of performance. In accordance with Section H - Option To Extend Term of Contract (FAR 52.219-9), the Contracting Officer may exercise options for continued performance based on increments of one year periods. If options for continued performance are exercised, the following incremental performance periods are applicable:

OPTION YEAR 1	October 1, 2008 – September 30, 2009
OPTION YEAR 2	October 1, 2009 – September 30, 2010
OPTION YEAR 3	October 1, 2010 – September 30, 2011
OPTION YEAR 4	October 1, 2011 – September 30, 2012

F-2 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$216.64 per calendar day of delay at each facility.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor, as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F-3 DELIVERABLES

- (a) As required in Section C, the Contractor must prepare, maintain, and furnish various reports and data during the performance of this contract. The following deliverables (reports and data) are considered mandatory and must be submitted by the Contractor, as indicated in the chart below.

	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
1	Acknowledgement of Conditions of CSO Eligibility, CSO Form 004	JPS/PSB CO	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
2	Contractor's Annual Training Certification	Chief, JPS CO	This certification is required annually and only after all CSOs performing under the contract have completed the Contractor's annual training session.
3	Certificate of Medical Examination for Court Security Officers, CSO-229	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
4	Court Security Officer (CSO) Travel Authorization, CSO Form 010	COTR	Submit this form, including any supporting documents, for CSO travel authorization.
5	Court Security Officer (CSO) Travel Expense Reimbursement, CSO Form 011	COTR	Submit this form, including any supporting documents, for travel reimbursement.
6	Contract Pricing Proposal, SF 1411	CO	Submit when cost proposal or contract action exceeds or is expected to exceed \$500,000.
7	Equipment Inventory Report	COTR	Submit within 30 calendar days after each contract period.
8	Notification of a Court Security Officer's Official Performance Date, CSO Form 009	COTR	Submit within 5 business days after the individual's performance date.
9	Daily Activity Log	COTR	Required for each court facility and must be maintained on a continuous basis. Provide as directed by the COTR.
10	Daily Time and Attendance Log	COTR	Required for each court facility and must be maintained on a continuous basis. Submit a copy of the log with monthly invoice(s). COTR will designate a location for all CSO Daily Attendance Records.
11	Emergency Systems Report	COTR	Submit by the tenth of each month.
12	Court Facility Incident Report, CSO Form 003	JPS/OSB	Prepare immediately and submit the report to the COTR within 24 hours after the incident occurs.
13	Court Facility Monthly Statistical Summary Report, CSO Form 002	JPS/OSB COTR	Submit by the tenth calendar day of each month.
14	FBI Fingerprint Card	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
15	In-District (Phase I) Orientation Certification, CSO Form 008	JPS/PSB COTR	Submit within 7 calendar days after the In-District Orientation is completed by a CSO.
16	Military Discharge Certificate, Department of Defense (DD) 214	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.

	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
17	Court Security Officer Monthly Activity Report	JPS/OSB CO COTR JSFO AOUSC	Input all monthly activity data relative to the previous month by the 10 th calendar day of each month. Submit a printed hard copy of the District's monthly activity to each COTR. Separate reports are required for positions authorized by the USMS via an inter-agency agreement.
18	Contractor's Court Security Officer Staffing Notification, CSO Form 001	JPS/PSB	Submit this form for various contract staffing actions.
19	Certification of Court Security Officer Performance Standards, CSO Form 006	Chief, JPS	Submit annually by December 31 of each contract period.
20	Court Security Officer Contractor's Background Check Form, CSO Form 005	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
21	Public Voucher for Purchases and Services Other than Personal, SF 1034	COTR	Submit this form, including any supporting documents, for travel reimbursement.
22	Subcontracting Report for Individual Contract, SF 294	CO	Submit semiannually by April 30 and October 31 or as directed by the Contracting Officer.
23	CSO Weapons Qualification Record, CSO Form 014	JPS/PSB COTR	Submit annually by December 31 of each contract period.
24	Certificate of Compliance, CSO Form 007	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
25	Court Security Officer Contractor's Request to Reevaluate An Individual's Medical Qualification, CSO Form 012	JPS/PSB	Submit when a CSO desires to return to contract performance after an extensive or medical absence.
26	Court Security Officer Contractor's Medical Practitioner Data Sheet, CSO Form 013	Chief, JPS	Submit within 30 days after the initial award. Therefore, submit to qualify a new Medical Practitioner to Perform CSO Medical Examinations.
27	Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. seq., CSO Form 015	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government or when requested by the Government
28	CSO-234 Personnel Qualification Statement (Court Security Officer)	JPS/PSB	Submit with each CSO Application Package, which is due 14 calendar days after a CSO position has been vacated or authorized by the Government.
29	Questionnaire for Public Trust Positions, Form SF-85P	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
30	Questionnaire for National Security Positions, Form SF-86	JPS/PSB	Only when necessary, submit with CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
31	Certifications of Firearm Instructors	Chief, JPS	Submit within 45 days after contract award and within 30 days for new Firearm Instructors

- (b) The Contractor must adhere to all reporting requirements. Unless stated otherwise, the Contractor cannot deviate from nor substitute any data or forms required by this contract. All deliverables are subject to the review and approval by the Government. If any information reported is found to be incomplete or inaccurate, the Government will deem the deliverable unacceptable and return the deliverable to the Contractor for correction. The Contractor must make all necessary corrections and/or revisions, as deemed necessary by the Government and in accordance with the due date.
- (c) Daily Activity Log: The Contractor must maintain a *Daily Activity Log* at each post, as directed by the COTR. The *Daily Activity Log* must be maintained on continuous basis and must capture all CSO post-related activities. At the Government's request, the Contractor must make the log available for review and inspection.
- (d) Court Facility Incident Report (CSO Form 003): The Contractor must prepare and submit a *Court Facility Incident Report* whenever a CSO is involved or observes a suspicious or security-related incident at a court facility. With the exception of false alarms or alarm tests, all incidents such as, but not limited to, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., must be reported immediately to the COTR of the District and to the Judicial Protective Services, Operations Support Branch, on a *Court Facility Incident Report*, within 24-hours of the occurrence. A copy of the Facility Security Incident Report form is located in Section J, *List of Attachments*.

- (e) Court Facility Monthly Statistical Summary Report (CSO Form 002)

The Contractor must complete and submit a *Court Facility Monthly Statistical Summary Report* to the Judicial Protective Services, Operations Support Branch, through the COTR by the tenth calendar day of each month. This report provides statistical information on the number of illegal weapons, contraband, and prohibited items detected and/or confiscated by CSOs during the preceding month. Such information must be recorded on the *Court Facility Monthly Statistical Summary Report*. It is designed to collect information on incidents that are threatening or appear to threaten the safety and security of the Judiciary. In addition to the above, it is also designed to capture the details of all incidents involving arrests or detainment and other serious incidents such as, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., occurring in or out of the courtroom that required CSO action. The Contractor is also required to use the *Court Facility Monthly Statistical Summary Report* to document how many hours each CSO performs in the following areas: (1) courtroom

assignment; (2) travel; (3) training; and (4) weapons qualification. The *Court Facility Security Monthly Statistical Summary Report* must be reviewed and signed by the COTR prior to forwarding it to the Judicial Protective Services, Operations Support Branch. A copy of the form is provided in Section J, *List of Attachments*.

(f) *Daily Time and Attendance Log:*

(1) The Contractor must maintain at all times and as directed by the COTR, an official *Daily Time and Attendance Log*, for each court facility authorized CSOs (See Section B for official court facility locations). The Contractor must also require all CSOs, including LCSOs, to record their actual arrival and departure times on the *Daily Time and Attendance Log* while performing under this contract.

(2) The *Daily Time and Attendance Log* will be placed in an area designated by the COTR and must be maintained in chronological order for each court facility where CSOs provide services. The log must capture the names of each CSO, the date of performance, arrival and departure times, the actual hours worked by each CSO, an explanation block to address attendance issues, and a signature block for each CSO to certify their time and attendance entries. If, for any reason, a CSO is not present to perform, the Contractor must document the reason why the CSO is not available in the *Daily Time and Attendance Log*. The Contractor must provide, as supporting documentation, a legible copy of each log to the COTR with each applicable monthly invoice(s).

(g) *Emergency Systems Report:* The Contractor must provide on a monthly basis, an *Emergency Systems Report* to confirm the testing, the condition, and the status of all duress alarms, control panels, and battery-operated emergency lighting, as required by this contract. The Contractor must provide the report to the COTR by the tenth of each month. The *Emergency Systems Report* must indicate the name of the CSO that performed the tests, the date and time the tests were conducted, the location of the alarms, control panels and lighting. The report must also indicate if a repair order was placed, when and what time the repair order was placed, the name of the company and the person contacted for the repair, and when the equipment was repaired.

(h) *Monthly Activity Report:*

(1) The Contractor must complete and submit a *Court Security Officer Monthly Activity Report* to the Government by the tenth calendar day of

each month. ***The monthly report must include as an attachment, copies of the invoices submitted to each facility's COTR for the reporting period of the report.*** The report or data will be subject to review and analyzed by the following offices listed in the chart below. The Contractor must provide an electronic copy of the data on a CD-ROM or other media mutually acceptable to the Government and the Contractor. For security and privacy reasons, the Contractor is prohibited from transmitting any data to the Government via the e-mail.

United States Marshals Service Judicial Security Division Judicial Protective Services Attention: Operations Support Branch Washington, DC 20530-1000

United States Marshals Service Judicial Security Division Judicial Security Contracts Washington, DC 20530-1000
--

Each designated COTR. (Refer to respective task orders for the mailing address.)

Administrative Office of the United States Courts One Columbus Circle, N.W. Court Security Office, Room G-310 Washington, DC 20544

- (i) ***Contractor's Employee Actual Pay and Benefits Data:*** At the request of the Contracting Officer, the Contractor must submit the names of all current employees that performed on this contract, their status (full-time or part-time), anniversary date, their appointed site address and their actual pay rate and employment benefit compensation. The data should be compiled to reflect the personnel assigned to each District. The Contractor waives any objection to the USMS' use of such data, including disclosure to offerors during any future solicitation process.

PART I – SCHEDULE**SECTION G - CONTRACT ADMINISTRATION DATA****G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL**

- (a) Contracting Officer: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) Contracting Officer's Technical Representative (COTR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
- (1) Coordinate the technical aspects of this contract and inspect all required services.
 - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-1 (a), Inspection and Acceptance.)
 - (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

- (c) Other Federal Agencies: Under the authority of the Economy Act, the USMS has entered into mutual agreements with other Federal agencies to obtain security services by interagency agreements. These agencies will generally be referred to as an "Ordering Agency."

Federal Agencies other than the USMS, have limited contract administration authority. Primarily, these agencies are only authorized to serve as a paying office for the services specifically provided in their areas authorized in Schedule B of this contract.

G-2 CONTRACT ADMINISTRATION

The primary contract administration office (CAO) and the designated Contracting Officer for each circuit (**TO BE INSERTED AT CONTRACT AWARD**) are as follows:

Contract Administration Office
Contracting Officer Judicial Security Contracts Judicial Security Division U.S. Marshals Services Washington DC 20530-1000

G-3 TASK ORDERS

A task order, Option Form 347, is the official ordering document issued by the Contracting Officer that requires the Contractor to provide the services as described in Section C of this contract. All services will be ordered via task order. It provides the Contractor, among other things, a general description of services required, the maximum number of hours being requested, and the place of performance. The Contractor must not perform any services nor exceed the total task order price without prior written notice from the Contracting Officer. Payment will not be made for unauthorized work or costs.

G-4 OVERTIME SERVICES

- (a) Overtime hours and/or funds will be authorized by the Contracting Officer via task order. The COTR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order.

The Contractor must not perform overtime services that will exceed the maximum funding level provided by the task order.

- (b) Payment will not be made for unauthorized overtime worked or for overtime costs exceeding the maximum funding level.

G-5 INVOICE PAYMENTS

The Government will, on a monthly basis, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services in accordance with this contract.

G-6 INVOICE REQUIREMENTS

- (a) Invoice Procedures:

The Contractor must prepare and submit an itemized invoice for each facility to the designated COTR or as specifically instructed in Option Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The Contractor must submit a *proper* invoice in order to receive payment.

The Contractor's invoice must include the following information:

- (1) The name and address of the business concern;
- (2) The invoice date;
- (3) Contract number, task order and/or modification number;
- (4) A description, and the quantity of supplies or services furnished, as well as the associated contract line item number(s);
- (5) Shipping and payment terms;
- (6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;
- (8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);
- (9) The date delivery occurred or the period over which services were provided;
- (10) The Contractor must include the following statement on each invoice:

CERTIFICATION

I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.

Contracting Officer's Technical Representative

Date

Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of CSO and Government acceptance of services;
- (2) After receipt of a proper invoice and the required monthly activity report;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The paying office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

(b) Invoicing for CSO Travel:

- (1) The Contractor will be reimbursed for per diem (transportation, lodging, meals and incidental expenses) incurred by the CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46 and the Department of Justice Travel Guide, and the applicable Government Travel Regulations (GTR) per diem rates, in effect at the time of travel. Travel costs will not be reimbursed in an amount greater than the cost of, and time required for coach class, commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit.
- (2) Per diem is not allowable at the CSO's regular duty station (RDS) or within an area located within a 50-mile radius of the RDS. When a CSO is required to travel to an alternate duty station (ADS) beyond 50

miles of their RDS via a privately owned vehicle (POV) (either personally or contractor-owned), mileage expenses will be paid from the RDS to ADS in accordance with guidelines outlined in the GTR and only at the rate effective at the time of travel. If the CSO must visit their RDS prior to departing for an ADS, time (including travel to work overtime) and mileage will be calculated pursuant to the terms found in paragraph (3)(ii) below.

- (3) When a CSO is required to travel to an ADS via a POV and the mileage range is in excess of a 50-mile radius from the RDS, the following applies:
 - (i) When a CSO is required to visit their RDS prior to departure for an ADS: (1) mileage will be calculated from the RDS to the ADS; and (2) time will be calculated from the time of departure from the RDS to the arrival at the ADS, not from the CSO's residence. Time will be calculated on a reasonable basis taking into consideration normal traffic patterns and speed limits for the particular route taken. The route used will be the most direct route from the RDS to the ADS. The cognizant COTR will be the determining official should a question arise concerning the most direct route. (If travel occurs during normal duty hours, the pay will be in accordance with the Basic Rate).
 - (ii) When the CSO travels directly to an ADS: (1) mileage will be calculated as total miles traveled one way, from the CSO's residence to the ADS, less mileage calculated from the CSO's residence to the RDS; (2) time will be calculated from the time of departure from the CSO's residence to arrival at the ADS, less that time which would be attributable to normal commuting from the CSO's residence to the RDS; and (3) if, in the event the mileage from the RDS and the ADS exceeds 50 miles, but the mileage from the CSO's residence to the ADS is less than 50 miles, the policy for travel not exceeding 50 miles from the RDS will apply.
 - (iii) The Contractor will use the following billing methods for CSO travel in excess of a 50-mile radius from the CSO's RDS:
 - (A) Mileage: If use of POV is authorized, allowable mileage will be billed at the applicable GTR rate that is current at the time of travel.

- (B) Time: For compensation for CSOs in a travel status (i.e., to and from the ADS), the Contractor must bill the Basic Rate, up to 40 hours per week. Any time in excess of a 40-hour week will be billed at the overtime rate.
 - (iv) The Contractor must submit an individual travel invoice for each CSO. Partial or piecemeal invoices must not be submitted or considered for payment purposes.
 - (v) The Contractor's invoice must be accompanied with a Standard Form (SF) 1034, "Public Voucher Purchases and Services Other than Personal," Section J, *List of Attachments* for travel reimbursement. The Contractor must also attach backup for the amount claimed on the *CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement* form, Section J, *List of Attachments*. The voucher must include, at a minimum, the following information:
 - (A) The invoice date;
 - (B) The name of the traveler;
 - (C) The description of the travel;
 - (D) The contract number and the district in which the travel was incurred; and,
 - (E) The period covered.
- (c) Invoicing for Overtime:
- (1) All hours billed in excess of a 40-hour work week (Sunday through Saturday) must be certified by the COTR in order for payment to be made (See terms and conditions set forth in Section C-26, *Overtime and Holiday Performance*.) Where the Contractor incurs overtime without the COTR's approval, the Government will have no liability to pay for those services.
 - (2) A SF 1035 must be used for invoicing for overtime. In addition to the invoice requirements stated in paragraph G-4, the voucher for overtime must be annotated with the following information:
 - (i) The name of the employee who worked; and,
 - (ii) The number of hours in excess of the employee's normal 40 hour work week.

(d) Invoicing Period:

Invoices must be submitted on a monthly basis only and must be submitted in accordance with Section G-6, *Invoice Requirements*, of the contract. Invoices must also be accompanied by, or preceded by, the Monthly Activity Report required in Section F-2, *Deliverables*.

G-7 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES

- (a) Price adjustments resulting from wage determination increases incorporated into this contract will be processed in accordance with Federal Acquisition Regulation (FAR) 52.222-43, Fair Labor Standards Act (FLSA) and Service Contract Act (SCA)-- Price Adjustment (Multiple Year and Option Contracts).

(b) Applicability:

- (1) The Contractor must only submit a price adjustment notice for new or revised wage determinations officially incorporated into this contract by the Contracting Officer. The SCA and the FLSA contract price adjustments only apply to the labor categories listed on the Department of Labor's wage determinations that perform the work of the contract. Adjustments are limited to labor costs only. No adjustment will be made for business expenses such as uniform costs, medical exams, weapon qualifications or any other item listed in a wage determination or included in a Collective Bargaining Agreement that is not considered a direct labor cost.
- (2) Site Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or Collective Bargaining Agreement.

(c) Time Requirements:

The Contractor must submit the price adjustment notice to the Contracting Officer within 30 days after receiving a new wage determination, unless an extension of this notification has been granted by the Contracting Officer.

- (d) (1) Methodology: Price adjustment claims will be based on the total number of hours ordered by the Contracting Officer for a given contract

period. Each position equates to a maximum of 2008 hours per contract period.

- (2) Format: The Contractor's claim must include the following elements:
- (i) Names of the employees for whom the wage determination will effect, including their employment status (full-time or part-time) (Number of hours should not exceed the total number of positions ordered by the Contracting Officer for the applicable contract period.);
 - (ii) the actual wage rate paid each employee for which a price adjustment is sought;
 - (iii) Each employees payroll record;
 - (iv) Documents supporting impact on fringe benefit costs, if applicable;
 - (v) Documents supporting costs (payroll taxes), if applicable;
 - (vi) A hard copy and an electronic copy of the claim (i.e., spreadsheet).

The Contractor's claim for a price adjustment should be presented in a manner that clearly defines the methodology/formula used to determine the increase amount sought. Using the columns indicated below, the price adjustment must be computed as follows. A detailed sample spreadsheet is provided in Section J, *List of Attachments*.

Position	Contract Rate	Current Wage Rate	Revised Wage Determination Rate	Rate of Increase	Application of Applicable Fringe Benefits and Taxes	Total Projected Hours or Actual Hours Worked.	Total Price Increase (Fully Burdened)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

- (e) Certification. As required in FAR 52.222-43 paragraph (b), the Contractor warrants the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price labor rates in writing. The Contractor must continue performance until an agreement on or determination of any such adjustment and its effective date has been made. Violation of this requirement can be used as grounds for contract default.

G-8 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a) Mr./Ms. (Name) of (Organization) (Room No.), (Building), (Address), (Area Code & Telephone No.), **(TO BE APPOINTED AT CONTRACT AWARD)** is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

PART I – SCHEDULE**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H-1 SUBCONTRACTING RESTRICTION**

Except as specifically stated in this contract (Reference Section H, Clause titled Subcontract [FAR 52.244-2 (Aug 1998)] or approved in writing in advance by the Contracting Officer, the Contractor must not subcontract any work under this contract. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the U.S. Marshals Service, such subcontracting will not adversely affect the quality of delivery of services nor the difficulty or cost of inspection and testing. All requests for approval to subcontract must be submitted in writing to the Contracting Officer for consideration and approval.

H-2 INDEMNIFICATION

- (a) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and reasonable costs of any person or persons and for loss or damage to any Contractor or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or negligent omissions of the Contractor, any subcontract, or any employee, agent, or representative of the Contractor or subcontractor.
- (b) Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damage to property in the custody and care of the Contractor, where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instructions of assignment in favor of the Government, in obtaining recovery.

H-3 REMOVAL OF CSOs AND OTHER CONTRACTOR PERSONNEL FOR VIOLATIONS OF THE CSO PERFORMANCE STANDARDS

- (a) The Contractor shall be responsible for providing employees that meet the qualifications and requirements established under the Contract. Any employee provided by the Contractor that fails to meet the CSO performance standards set forth in Section C may be removed from performing services for the Government under this Contract upon written request of the Contracting Officer.
- (b) The United States Marshals Service reserves the right at all times to determine the suitability of any Contractor employee to serve as a CSO. Decisions rendered under any dispute resolution process, including assisted settlement, negotiation, consultation, mediation, mini trials, arbitration or any other process available to the contractor and its employees shall not be binding upon the United States Marshals Service. Any decision to continue a Contractor employee in a CSO capacity will be made solely by the Judicial Protective Services on a case-by-case basis in accordance with the requirement to safeguard the federal judicial process, the Judiciary, citizens, and property as per policies and directives governing Judicial Protective Services operations.
- (c) Any employee provided by the Contractor that the Contracting Officer asserts has failed to meet the performance requirements set forth in Section C, Description/Specifications/Statement of Work, may be removed from performing services under this contract. The United States Marshals Service reserves the right to temporarily remove a CSO under investigation for an alleged serious performance standard violation or criminal charge from performing under the contract. The individual's firearm and credential must be returned to the USMS until the alleged incident is resolved. A determination by the Contractor that an employee's performance can be corrected by discipline and/or other measures and still meet the terms of the contract shall be made in writing to the Contracting Officer. The Contracting Officer and Judicial Protective Services shall make the final determination of suitability. In the event that an employee consistently fails to perform following notification by the Contracting Officer, the Contractor may be assessed liquidated damages. Liquidated damages shall be computed for each affected employee as outlined in Section F-1, *Liquidated Damages - Supplies, Services or Research and Development*.

- (d) If requested by the Contracting Officer or a designated representative, the Contractor shall provide a written explanation to the Contracting Officer, providing the facts and argument regarding the proposed removal of an individual. In the event that the Contracting Officer or designated representative has requested the removal, a written response from the individual subject to the removal, if any, and a written statement of the Contractor's position on the removal of an individual must be forwarded to the Judicial Protective Services, through the Contracting Officer, within 15 days of the initial removal notice for a final decision.
- (e) Notwithstanding the requirements of Paragraph (b), above, any employee provided by the Contractor that engages in actions such as misuse of weapons or credential that have been provided, removal of assigned weapons or credential from the courthouse/site, improper activity related to a jury, or engages in criminal conduct, whether on or off-duty, or any other activity that affects the integrity of the judicial process or is likely to compromise the security of the courts, shall be removed from performing services for the Government under this contract, and shall not be reassigned to this contract without the concurrence of the Contracting Officer. The Contractor shall notify its employees of this requirement and shall post this requirement in a conspicuous location.
- (f) The Contractor shall be required to submit with its proposal established procedures for disciplining employees who fail to comply with the terms of the contract. The Contractor's disciplinary procedures must provide, at a minimum, notice to the employee of any allegation(s) made concerning the employee's performance and an opportunity for the employee to respond.
- (g) The Contracting Officer will forward copies of all correspondence pertaining to the removal of the contractor's employees to the COTR responsible for overseeing contractor performance in each district.
- (h) The procedures of Section H-3 do not apply to situations where a CSO is removed for failure to meet the contract's medical and/or physical qualification standards and/or firearms qualifications.

H-4 INSURANCE COVERAGE

- (a) The Contractor must acquire and maintain at its expense during the entire contract performance period adequate insurance. Insurance coverage must, at minimum, provide the following:

- (1) \$100,000 per incident minimum Workman's Compensation and Employee's Liability Insurance.
 - (2) General public liability insurance covering all duties, services, and work to be performed under this contract. The insurance provides limits of liability for bodily injury not less than \$2,000,000 per person and \$5,000,000 for each occurrence, and property damage limits of liability of not less than \$200,000 for each accident. The general liability policy must name the "The United States of America, action by and through the Department of Justice," as an additional insured with respect to operations performed under this contract.
 - (3) Automobile Liability Insurance written on the comprehensive form of policy of \$1,000,000 per person and \$5,000,000 per occurrence for bodily injury, and \$200,000 per occurrence for property damage.
- (b) Each liability policy must include the following provision:
- "It is a condition of this policy that the company shall furnish written notice to the Department of Justice, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."
- (c) Insurance is to be effective throughout the term of the contract. Upon request, the Contractor must furnish the Contracting Officer as evidence of requirement insurance, certified true copies of liability policies and manually countersigned endorsements of any changes thereto. Renewal policies must be furnished not less than five days prior to the expiration of current policies.

H-5 LICENSES

The Contractor must secure and maintain in a current status all required licenses and permits applicable to the lawful functioning within the locations listed in Section B, Supplies or Services and Prices / Costs. In doing so, the Contractor must furnish evidence to the Contracting Officer, of a company license (state and/or local) authorizing the company to provide guard service within that state and/or locality, or evidence of application for same, within 14 days after request by the Contracting Officer.

H-6 FACILITY SURVEY PRIOR TO ASSUMING/COMMENCING CONTRACT PERFORMANCE

After the award, but prior to performance, the Contractor must coordinate a facility survey with the COTR for purposes of familiarizing each Contractor personnel with the CSO post assignment records and the Judicial Security Plan designed specifically for that facility. A facility survey must also be performed on the first day of duty for each Contractor personnel hired after implementation of the contract.

H-7 RECORDING PRESENCE

All Contractor personnel performing work at a USMS site must sign in when reporting for duty and sign out when leaving at the end of the work day on a "Record of Time of Arrival and Departure" form. This form will be provided and secured at an area designated by the COTR.

H-8 WAGE DETERMINATIONS

- (a) Wage determinations, as reflected in Section J, *List of Attachments*, *Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed in the performance of this contract. Contractor employees assigned to labor categories listed in the wage determination must be paid no less than the minimum monetary wage and furnished fringe benefits as indicated in the wage determination. The Contractor must immediately pay these employees the minimum wages and fringe benefits upon receipt of the applicable wage determination. This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.
- (b) Wage determinations, as reflected in Section J, *List of Attachments*, *Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed as a CSO during the performance of this contract.

H-9 LIABILITY FOR START-UP COSTS

- (a) *Liability for Background Investigations Costs During Contract Start-Up* - During the contract transition phase only, the Contractor will be responsible for the costs of background investigations for all non-incumbent CSO

applicants in the amount of \$1,895.00, unless the Contractor can substantiate that an offer for employment was made to an incumbent CSO and that offer was rejected. The Government will assess the amount from the Contractor's invoice. The amount of \$1,895.00 represents the additional costs of the Government performing background checks on a new applicant.

- (b) *Start-Up Cost* - The Government will only be liable for actual start-up costs incurred by the Contractor. If the Contractor does not provide a complete uniform as stated in Section C to a CSO during a contract performance year, the Government will not be liable to reimburse the Contractor for uniform start-up costs.

The Government will not reimburse the Contractor for start-up costs associated with hiring individuals in excess of the number of personnel required for the CSO positions authorized in Section B, Supplies or Services and Prices / Costs, or subsequent positions authorized by the Contracting Officer. Additionally, the Government will not be liable for start-up costs caused by turnover of contractor employees or when previously approved CSOs fail either preliminary or background investigations, except those specific cases set forth in Section C-8, *Turnover*.

H-10 QUANTITIES FOR MINIMUM AND MAXIMUMS

- (a) For the purpose of determining the contract minimum guarantee as described below, the number of CSO positions must be the number of positions specified on the Specification and Pricing Proposal Sheet. ***Neither LSSO nor SSO positions are included in the contract minimum guarantee calculations.*** A position equates to a CSO working a 40-hour workweek. The Government guarantees that a minimum amount of work will be ordered under this contract. The minimum guarantee will be determined by the Specification and Pricing Proposal Sheet for the base contract period. The amounts must be determined as indicated in the following paragraphs.
- (b) For the base contract period, the minimum guarantee will be computed by multiplying the basic hourly rate for each location, by the number of CSO positions for each location, multiplied by 174 estimated average hours per month, multiplied by four months. This guarantee is subject to the availability of funds.
- (c) If there are less than four calendar months remaining between the date of the award and the end of the Government's fiscal year in which the award is being made, then the minimum guarantee is to be calculated with the lesser number of months and the resultant shortfall from the amount calculated using four

months may be subsequently provided subject to the availability of appropriated funds for performance beyond the end of the fiscal year. (The Government's fiscal year ends on September 30 of each year.)

- (d) For the purpose of determining the contract maximum for the base contract period, the number of CSO positions will be 100% of the number of positions specified on the Specification and Pricing Proposal Sheet.

H-11 DEPARTMENT OF JUSTICE DEADLY FORCE POLICY

The Contractor must ensure that its employees fully comprehend and comply with Section J, *List of Attachments, Department of Justice Deadly Force Policy*.

H-12 NOTICE REGARDING FIREARM POSSESSION/DOMESTIC VIOLENCE

Title 18, Section 922(g)(9) of the United States Code makes it a federal felony for anyone previously convicted of a misdemeanor crime of domestic violence to possess a firearm or ammunition. "Misdemeanor crime of domestic violence" is generally defined as any offense whether or not explicitly described in a statute as a crime of domestic violence which has as its factual basis the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent or guardian. A person falls under the prohibition of the statute if he or she has ever been convicted of a misdemeanor crime of domestic violence. The term "convicted" is generally defined in the statute as excluding anyone, whose conviction has been expunged, set aside or has received a pardon.

H-13 NOTICE REGARDING BLOOD BORNE/AIR BORNE PATHOGENS EXPOSURE

- (a) The Contractor is hereby provided notice that there is risk of occupational exposure to potentially infectious materials for their employees under this contract. It is the Contractor's responsibility to inform its employees of this risk.
- (b) The Contractor must formally document the acknowledgment of its employees that they have been made aware of the associated risks and that the Contractor is responsible for ensuring that they take self-protective measures whenever they are subject to such exposure.

- (c) The Contractor must ensure that its employees are made aware that they should not be handling prisoners or accessing cellblock areas on a routine basis as this is not a requirement of the contract and puts the employee at a high level of risk of infection.
- (d) Any cost to the Contractor associated with their compliance to this portion of the contract is the responsibility of the Contractor.

H-14 KEY PERSONNEL

- (a) The Contractor must assign a contract manager and site supervisors to key positions. These individuals are considered essential for the work required. The Contractor must not make a diversion or substitution of any key personnel without the written consent of the Contracting Officer. The following key personnel are assigned to this contract:

<u>Name</u>	<u>Role</u>	<u>Company</u>
1.		
2.		

- (b) During the first 90 days of performance, no substitution of key personnel will be allowed unless the substitution is necessitated by illness, death, or termination of employment. In any of these events, the Contractor must notify the Contracting Officer within 72 hours of knowledge by the Contractor and provide the information required by paragraph (c) below. After the initial 90-day period, all proposed substitutions must be submitted in writing to the Contracting Officer for approval.
- (c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The qualifications of any proposed substitutes must meet or exceed the contract requirements. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

H-15 RESIDENCY REQUIREMENT

The Department of Justice Residency Requirement is amended to apply to all DOJ contracts employed within the United States, both United States citizens and non-United States citizens.

The Residency requirements states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

Additionally, an individual, whether employee or contractor, who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the allied countries list are subject to change, refer to the following website for current information: <http://www.opm.gov/employ/html/Citizen.htm>

H-16 PROCEDURES FOR ADDRESSING COURT SECURITY OFFICER (CSO) MISCONDUCT OR FAILURE TO PERFORM

Report of an alleged misconduct or failure to perform will be processed as follows:

- (a) Upon receipt of notification of an alleged misconduct and/or performance violation, the Contracting Officer will request the Contractor to investigate the alleged action. The Contractor must investigate the alleged action and report the results of the investigation to the Contracting Officer within five (5) business days of notification. The results of the investigation must include all investigative supporting documents, and the Contractor's recommendation for disciplinary action.
- (b) Based on a thorough review of the data provided by the Contractor's investigation and the information provided by USMS, if the Government does not agree with the proposed disciplinary action the Government may request the Contractor to reconsider its proposed remedy and submit its response to the Contracting Officer within two (2) business days of the date of the notification letter.

Part II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE – Listing of Contract Clauses Incorporated by References

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEPT 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODS

52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING -MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSETS REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.216-5	OCT 1997	PRICE REDETERMINATION-PROSPECTIVE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)
52.219-16	JAN 1999	LIQUIDATED DAMAGES-CONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEPT 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACTS ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.230-2	MAR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-2	SEP 2006	SERVICE OF PROTEST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATIONS
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-3	SEP 2000	CHANGES-TIME-AND-MATERIALS OR LABOR HOURS
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-4	JUN 2003	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT)(ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251.1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I-2. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through the Period of Performance as specified in Section B.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the period of four months, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for a single item in or combination of items in excess of 100% of the existing number of CSOs assigned to a given District per contract period for the Basic Rate. No limitations are set for Start-up costs; however, a limit does apply to the Overtime Rate. That limit is based upon the maximum quantity ordered by the Contracting Officer.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of performance of the contract.

**I.5 52.216.29 TIME-AND MATERIALS LABOR-HOUR PROPOSAL
REQUIREMENTS-NON-COMMERCIAL ITEM ACQUISITION WITH
ADEQUATE PRICE COMPETITION (FEB 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;
- (c) The offeror must establish fixed hourly rates using—
 - (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between

divisions, subsidiaries, or affiliates of the offer under a common control;

- (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
- (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

I.6 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.7 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 day provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 10 months.

I.8 FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.9 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (Dec 2004)

(a) Definition. As used in this clause--

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I-10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits	
<u>Court Security Officer</u>	<u>GS-6 (see below)</u>	
3 rd Circuit	Shreveport, LA	Texarkana, TX
Wilmington, DE	Monroe, LA	Marshall, TX
Newark, NJ	Alexandria, LA	Sherman, TX
Trenton, NJ	Lake Charles, LA	Lufkin, TX
Camden, NJ	Lafayette, LA	Plano, TX
	Baton Rouge, LA	Houston, TX
		Galveston, TX
		Laredo, TX
Philadelphia, PA	Oxford, MS	Victoria, TX
Reading, PA	Greenville, MS	McAllen, TX
Easton, PA	Aberdeen, MS	Brownsville, TX
Allentown, PA	Jackson, MS	Corpus Christi, TX
Scranton, PA	Hattiesburg, MS	San Antonio, TX
Harrisburg, PA	Biloxi, MS	Austin, TX
Wilkes-Barre, PA	Gulfport, MS	El Paso, TX
Williamsport, PA	Gulfport, MS	Midland, TX
Pittsburgh, PA	Natchez, MS	Waco, TX
Erie, PA		Del Rio, TX
Johnstown, PA	Dallas, TX	Pecos, TX
	Abilene, TX	Alpine, TX
St. Thomas, VI	Amarillo, TX	
St. Croix, VI	Fort Worth, TX	
	Lubbock, TX	
	San Angelo, TX	
5 th Circuit	Tyler, TX	12 th
New Orleans, LA	Beaumont, TX	Washington, DC
		Arlington, VA

I-11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I-12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

I.13 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _DEPARTMENT OF JUSTICE ACQUISITION REGULATION (JAR) (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.14 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J – LIST OF ATTACHMENTS**

<i>ATTACHMENT</i>	<i>TITLE</i>
1	APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATIONS
1(A)	Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements
1(B)	Current Seniority Listing For All LCSOs and CSOs

ATTACHMENT	TITLE
2	CSO STAFFING FORMS
2(A)	CSO Form 001, Contractor's Court Security Officer Staffing Notification
2(B)	CSO Form 004, Acknowledgement of Conditions of Court Security Officer Eligibility
2(C)	CSO Form 005, Court Security Officer Contractor's Background Check Form
2(D)	CSO Form 006, Certification of Court Security Officer Performance Standards
2(E)	CSO Form 007, Certificate of Compliance, The Lautenburg Amendment, Title 18, Section 922(G)(9) of the United States Code
2(F)	CSO Form 008, In-District (Phase I) Orientation Certification
2(G)	CSO Form 009, Notification of a Court Security Officer's Official Performance Date
2(H)	CSO-229, Certification of Medical Examination for Court Security Officers
2(I)	CSO-234, Personal Qualifications Statement (Court Security Officer)
2(J)	CSO FORM 014, CSO Weapons Qualification Record
2(M)	FD-258, FBI Fingerprint Card
2(N)	CSO Form 013, CSO Contractor's Medical Practitioner's Data Sheet
2(O)	CSO Form 012, CSO Contractor's Request to Reevaluate an Individual's Medical Qualification
2(P)	CSO Form 015, Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. Seq.
2(Q)	Standard Form 85P, Questionnaire for Public Trust Positions
2(R)	Standard Form 86, Questionnaire for National Security Positions, Form

<i>ATTACHMENT</i>	<i>TITLE</i>
3	REPORT FORMS
3(A)	CSO Form 002, Court Facility Monthly Statistical Summary Report
3(B)	CSO Form 003, Court Facility Incident Report
3(C)	CSO Form 010, Court Security Officer (CSO) Travel Authorization
3(D)	CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement
3(G)	<i>Approved Subcontracting Plan (to be incorporated at time of award)</i>
3(I)	SF 1034, Public Voucher For Purchases and Services Other Than Personal
3(J)	Court Security Officer Monthly Activity Report

<i>ATTACHMENT</i>	<i>TITLE</i>
4	POLICIES AND DIRECTIVES
4(A)	Department of Justice (DOJ) Deadly Force Policy
4(B)	USMS Directive 2.54-1, Less-Than-Lethal Devices

DJMS-08-D-0013

Attachment 1

Applicable Department of Labor Wage Determinations

DOL WAGE DETERMINATIONS/COLLECTIVE BARGAINING AGREEMENTS

District	CITY	COUNTY	REVISION DATE	WAGE DETERMINATION	UNION
Eastern District of Louisiana	New Orleans	Orleans	9/7/2007	CBA-2007-1464	United Government Security Officers of America Local 111
Middle District of Louisiana	Baton Rouge	East Baton Rouge	5/9/2006	CBA-2006-301	United Government Security Officers of America Local 110
Western District of Louisiana	Shreveport	Caddo	5/9/2006	CBA-2006-303	United Government Security Officers of America Local 109
	Lafayette	Lafayette	5/9/2006	CBA-2006-304	United Government Security Officers of America Local 109
	Monroe	Oachita	5/9/2006	CBA-2006-305	United Government Security Officers of America Local 109
	Opelousas	St. Landry	5/9/2006	CBA-2006-307	United Government Security Officers of America Local 109
	Alexandria	Rapides	5/9/2006	CBA-2006-308	United Government Security Officers of America Local 109
	Lake Charles	Calcasieu	5/9/2006	CBA-2006-302	United Government Security Officers of America Local 109
Northern District of Mississippi	Oxford	Lafayette	9/7/2007	CBA-2006-309	Court Security Officers of Northern Mississippi
	Greenville	Washington	9/7/2007	CBA-2006-310	Court Security Officers of Northern Mississippi
	Aberdeen	Monroe	9/7/2007	CBA-2006-311	Court Security Officers of Northern Mississippi

Southern District of Mississippi	Jackson	Hinds	9/7/2007	CBA-2006-312	Court Security Officers of Southern Mississippi
Northern District of Texas	Dallas	Dallas	11/7/2006	CBA-2006-316	PACSO of Northern Texas
	Amarillo	Randall	11/7/2006	CBA-2006-317	PACSO of Northern Texas
	Ft. Worth	Tarrant	11/7/2006	CBA-2006-318	PACSO of Northern Texas
	Lubbock	Lubbock	11/7/2006	CBA-2006-319	PACSO of Northern Texas
	Abilene	Taylor	11/7/2006	CBA-2006-320	PACSO of Northern Texas
	San Angelo	Tom Green	11/7/2006	CBA-2006-321	PACSO of Northern Texas
Eastern District of Texas	Tyler	Smith	11/7/2006	CBA-2006-322	United Government Security Officers of America Local 86
	Beaumont	Jefferson	11/7/2006	CBA-2006-323	United Government Security Officers of America Local 86
	Texarkana	Bowie	11/7/2006	CBA-2006-324	United Government Security Officers of America Local 86
	Sherman	Grayson	11/7/2006	CBA-2006-325	United Government Security Officers of America Local 86
	Lufkin	Angelina	11/7/2006	CBA-2006-326	United Government Security Officers of America Local 86
	Plano	Colin	11/7/2006	CBA-2006-327	United Government Security Officers of America Local 86
	Marshall	Harrison	11/7/2006	CBA-2006-328	United Government Security Officers of America Local 86

SECTION J

5TH JUDICIAL CIRCUIT

DJMS-08-D-0013

Southern District of Texas	Houston	Ft. Bend	9/7/2007	CBA-2007-1465	PACSO of Southern Texas
	Brownsville	Cameron	9/7/2007	CBA-2007-1466	PACSO of Southern Texas
	Corpus Christi	Neuces	9/7/2007	CBA-2007-1467	PACSO of Southern Texas
	Galveston	Galveston	9/7/2007	CBA-2007-1468	PACSO of Southern Texas
	Laredo	Webb	9/7/2007	CBA-2007-1469	PACSO of Southern Texas
	Victoria	Victoria	9/7/2007	CBA-2007-1470	PACSO of Southern Texas
	McAllen	Hidalgo	9/7/2007	CBA-2007-1471	PACSO of Southern Texas
Western District of Texas	San Antonio	Bexar	9/7/2007	CBA-2007-1472	United Government Security Officers of America Local 85
	Austin	Travis	9/7/2007	CBA-2007-1473	United Government Security Officers of America Local 85
	El Paso	El Paso	9/7/2007	CBA-2007-1474	United Government Security Officers of America Local 85
	Midland	Midland	9/7/2007	CBA-2007-1475	United Government Security Officers of America Local 85
	Pecos	Reeves	9/7/2007	CBA-2007-1476	United Government Security Officers of America Local 85
	Waco	McLennan	9/7/2007	CBA-2007-1477	United Government Security Officers of America Local 85
	Del Rio	Val Verde	9/7/2007	CBA-2007-1478	United Government Security Officers of America Local 85
	Alpine	Brewster	9/7/2007	CBA-2007-1479	United Government Security Officers of America Local 85

Western
Texas

San Antonio

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W. Gross Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-337	
Revision No.: 0	
Date Of Last Revision: 5/9/2006	

State: Texas

Area: Bexar

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Austin

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-338
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Texas

Area: Travis

Employed on United States Marshals Services contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

El Paso

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-339
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Texas

Area: El Paso

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Midland

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director	Division of Wage Determinations
	Wage Determination No.: CBA-2006-340 Revision No.: 0 Date Of Last Revision: 5/9/2006
State: Texas	
Area: Midland	

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Pecos

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-341
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Texas

Area: Reeves

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Waco

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-342
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Texas

Area: McLennan

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Del Rio

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: CBA-2006-343 Revision No.: 0 Date Of Last Revision: 5/9/2006
William W.Gross Division of Director Wage Determinations	
<hr/>	
State: Texas	
 Area: Val Verde	
<hr/>	

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Alpine

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-344
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Texas

Area: Brewster

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 85, effective 10/1/2004 through 9/30/2006 and amended on 7/14/2005.

In accordance with Section 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).

Western District of Texas

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL #85

PREAMBLE

THIS AGREEMENT is made and entered into by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and UGSOA International Union, on behalf of its Local #85, hereinafter referred to as the "Union".

MISSION STATEMENT COURT SECURITY OFFICER

- Ensure the safety of US Federal Courts, Protected Government facilities and their employees against unauthorized, illegal and potentially life-threatening activities.
- Cadres of qualified and highly skilled officers perform this mission.

CSO Goal & Vision

Goal

To conduct ourselves in a manner as to bring credit upon the Court Security Officer and Special Security Officer program and the United States Marshal Service at all times.

Vision

To be alert to all situations and events that take place and take necessary measures to prevent dangerous situations from happening.

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

- A. This agreement is entered between Akal Security, Inc., United Government Security Officers of America (UGSOA), and UGSOA Local #85 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and shared position Federal Court Security Officers (CSOs), Federal Special Security Officers (SSOs), Lead Federal Court Security Officers (LCSOs) and Lead Federal Special Security Officers (LSSOs) employed by the Company in the 5th Circuit consisting of UGSOA Local #85, in the Western District of Texas, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.
- C. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- 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 Union Steward will be paid for up to one-half hour upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

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 or date of hire either:
 - 1. Become a member of the Union and remain a member
 - or
 - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.

- D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law. All employees regularly employed at any federal enclave who are not members of the Union shall pay the Union a service fee. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- E. 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 attorneys fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within three (3) business days from the date that the deduction was made. 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 with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth 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.

SECTION 1.8 ANTI-DISCRIMINATION

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

UNION SENIORITY

SECTION 2.1 UNION SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service, within the Local, from the Employee's last date of hire as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. Union seniority shall not accrue until the Employee has successfully completed the probationary period. Union seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers within the Local, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, union seniority shall be defined as seniority within the work site. (See Appendix B for the definition of 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 shall provide an employee list (last date of hire as a CSO), to the Local Union each year on October 1. The Union will respond, within thirty (30) days, with a "Union Seniority" list to the Company. This list shall be posted on all Union bulletin boards. (See Appendix B for local list specifications.)

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) consecutive 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) calendar 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 Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.6 TERMINATION OF SENIORITY

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

- A. the Employee quits or retires;
- B. the Employee is discharged;
- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement or a new position is added and the company chooses to fill the position, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays) within the Local as defined in Appendix B. All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee (see **Appendix B**) who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

SECTION 3.2 SHARED POSITION EMPLOYEES

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

SECTION 3.3 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 within the Local. The Company will notify the Union, in writing, of required reduction. The Union will respond, in writing, within three (3) business days (excluding Saturday, Sunday & Holidays), with the name or names of the least senior employee or employees. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.4 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 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 qualification. 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, whichever is greater.

SECTION 3.5 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties, as described by the National Labor Relations Act.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

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

SECTION 4.2

Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA Section 8(d).

SECTION 4.3

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-02-D-0001 between the US Marshals Service and Akal Security, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the

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

SECTION 5.2 GENERAL PROVISIONS

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

SECTION 5.3 GRIEVANCE PROCEDURE

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

- A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within eight (8) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within eight 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.
- B. Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.

- D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within eighteen (18) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

SECTION 6.1 (a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the Removal of Contractor Employee provision in Section H-3 of Contract MS-02-D-0001 between the US Marshals Service and Akal Security, Inc.

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

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

SECTION 6.1 (b)

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 6.1 (a) and 6.1 (b) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progress discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3 of Contract MS-02-D-0001 as referenced in Sections 5.1 and 6.1(a). The Employee may request, in writing, to the Site Supervisor, that any disciplinary action not resulting in suspension may be considered for removal from the Employee's file after 2 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Per the National Labor Relations Act, changes in shifts must be negotiated with the Union prior to implementation of any such changes. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours **actually worked** in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority (within the worksite) on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.

- B. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.
- C. The Company will not adjust an Employee's schedule during a weekly period to reduce overtime.

SECTION 7.5 REST PERIODS

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

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time. Call in is defined as anytime a CSO is required to report to duty for any business related function.

SECTION 8.2 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Once each year, full-time Employees and shared position Employees at each location shall 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 position or vice versa.

SECTION 8.3 WAGE SCHEDULE

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

SECTION 8.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make its best effort to make direct deposit available and to list available personal leave and vacation in each Employee's paycheck.

SECTION 8.5 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. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.7 LEAD CSO RATES

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

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

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

Any day designated by the President of the United States as a permanent National holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in Section 9.2a above.
- C. 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 is eligible for pay during the two (2) week pay period in which the holiday occurs. A shared position Employee shall be granted a minimum of four (4) hours pay per holiday. Shared position holiday prorating shall be based upon total non-holiday work days in the pay period.

- D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in Section 9.2c.
- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on their individual hourly rate, the number of hours paid in the previous year, and the Employee's anniversary date. A minimum of one-half the full-time benefit is guaranteed for Employees who have been paid for at least 1040 hours in the previous year.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Vacation schedules shall be posted.

SECTION 10.4 PAY OPTIONS

Earned vacation pay may be requested at anytime and will be paid in the next pay cycle. Earned vacation time will remain available without pay.

SECTION 10.5 UNUSED VACATION

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

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate 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 accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

SECTION 10.8 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each, but not less than eight (8) hour increments.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with the Employer.

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 President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of seven (7) days 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. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

PERSONAL / SICK LEAVE TABLE

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

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor.
- C. Shared position Employees will receive one-half the full time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than

he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid 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 the leave will take effect, except in cases of verified personal emergencies, and include:
 - a. The reasons for such leave;
 - b. The effective dates of such leave;
 - c. The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. 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 sole 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 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay for up to three (3) days minus any pay received from the courts for time spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

- A. If it is necessary for a full-time Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to five (5) days paid leave of absence per Government contract year at their straight-time rate of pay.
- B. Shared position Employees will receive one-half of the full-time leave.
- C. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.
- D. The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. A shoe allowance of \$62.50 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes. The Employer will provide all foul weather gear for each employee as is authorized and funded by the USMS. The Company shall make its best effort to issue uniforms by December 31st and uniforms shall be gender-proper.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union 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 provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examinations and additional testing that is required by the Employer and/or the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam and pre-approve any expenses.
- B. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.
- C. The Employer will pay for the time required for the Employee to take required physical exams and additional testing. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday 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 the 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 U.S. 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 U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. 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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted.

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.

SECTION 14.2 UGSOA 401(a) Plan

The Company agrees to make deductions for Union members in good standing for the UGSOA 401(a) Plan, if the Union members so choose. At the direction of the individual Union member, the Company may contribute the Health & Welfare and /or Pension payments into the Union members' UGSOA 401(a) plan. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to UGSOA International Union, the Administrator of the UGSOA 401(a) Plan, no later than the Tenth (10th) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (i.e. Health & Welfare, Pension and/or after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

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

SECTION 15.2 OSHA STANDARDS

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

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an 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 prompt termination.

SECTION 16.2 LOCKOUTS

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

ARTICLE 17

SEPARABILITY OF CONTRACT

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

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand 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 19

TERMINATION OF AGREEMENT

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

ARTICLE 20

DURATION

This Agreement shall be effective from June 13, 2003 through September 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

This Collective Bargaining Agreement is a follow-on to the Agreement dated September 30, 2002 between Akal and its employees covered by the Agreement. All terms and conditions of the previous Collective Bargaining Agreement, economic and non-economic, remain in effect other than as specifically revised in this follow-on Agreement.

JUN-11-2003-WED 10:45 AM AKAL

FAX No. 505 747 0

P. 019/024

JUN 10 2003 12:27 FR USMS AUSTIN
JUN-10-2003-TUE 11:11 AM AKAL HK

512 916 5405 TO 915057470382 P.02/02
FAX NO. 505 741 0382 P.002

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

FOR: United Government Security Officers
of America, Local #85

BY: Arthur M. M. M. M.
TITLE: President

DATE: 06/10/03

FOR: United Government Security Officers
Of America, International Office

BY: Munir H. H.
TITLE: Director of

DATE: 6/11/03

FOR: Akal Security, Inc.

BY: James G. Carr
TITLE: Director, I. R.

DATE: 6/9/03

JUN-11-2003-WED 10:45 AM AKAL

JUN 09 2003 16:51 FR USMS AUSTIN
JUN-09-2003-WED 03:30 PM AKAL HR

FAX No. 505 747 0

512 916 5405 TO 915057470562
FAX No. 505 747 0382

P. 020/024

P. 02/06

P. 004/006

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Alpine, Midland, and Pecos

Current:

Court Security Officers:	15.56	\$ 15.56 / hour
Lead Court Security Officer:	16.31	\$ 16.31 / hour
Health & Welfare Allowance:		\$ 2.15 / regular hour, paid up to 40
Uniform Allowance:		\$ 0.10825 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:		\$ 16.10 / hour
Lead Court Security Officer:		\$ 17.10 / hour
Health & Welfare Allowance:	2.36	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:		\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:		\$ / hour
Lead Court Security Officer:		\$ / hour
Health & Welfare Allowance:		\$ / regular hour paid up to 40
Uniform Allowance:		\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:		\$ / hour
Lead Court Security Officer:		\$ / hour
Health & Welfare Allowance:		\$ / regular hour paid up to 40
Uniform Allowance:		\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the term of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local # 85

Signature

Date

Director, H. R.

JUN-11-2003-WED 10:45 AM AKA: 1

JUN 09 2003 16:51 FR USMS AUSTIN
JUN-09-2003-MON 03:30 PM MAIL OK

FAX No. 505 747 0111

512 316 5405 TO 915057470382 P.03/06
FAX NO, 000 141 0000 1.000 000

P. 021/024

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits [redacted] for the employees at the 5th Court for the Western District of Texas, United Government Security Officers of America Local # 85:

3) Base Wages

SITE: Del Rio and San Antonio

Current

Court Security Officers:	\$ 16.22 / hour
Lead Court Security Officer 1:	\$ 19.72 / hour
Lead Court Security Officer 2:	\$ 18.97 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.16 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officer:	\$ 18.77 / hour
Lead Court Security Officer 1:	\$ 20.27 / hour
Lead Court Security Officer 2:	\$ 19.77 / regular hour, paid up to 40
Health & Welfare Allowance:	\$ 2.38 / regular hour, worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour, worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$	*/hour
Lead Court Security Officer 1:	\$	*/hour
Lead Court Security Officer 2:	\$	*/regular hour paid up to 40
Health & Welfare Allowance:	\$	*/regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$	" / hour
Lead Court Security Officer:	\$	" / hour
Senior Lead Court Security Officer:	\$	+ / regular hour paid up to 40
Health & Welfare Allowance:	\$	" / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 8 of this agreement. All provisions of this Agreement, including, but not limited to, Article 18, shall remain in force during the terms of the negotiation and any resulting arbitration, and for the remainder of the terms of this agreement.

"If 24 hour site. A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date _____

Signature _____

Dede

United Government Security Officers of America

LOCHE 95

Signature

Date _____

Director, H. R

JUN-11-2003-WED 10:46 AM AKA' TP

JUN 09 2003 16:51 FR USMS AUSTIN
JUN-09-2003-MON 03:30 PM AKAL DE

JUN-09-2003-MON 03:50 PM AKAL DE

FAX No. 505 747 0777

P. 022/024

512 916 5405 TO 15057470382 P.04/06

ГЛА IV, ПУТ 171 ВЪУД

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits [REDACTED] for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: El Paso

Current:

Court Security Officers:	\$ 17.48 / hour
Lead Court Security Officer 1:	\$ 18.98 / hour
Lead Court Security Officer 2:	\$ 18.23 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.15 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$	18.00 / hour
Lead Court Security Officer 1:	\$	19.50 / hour
Lead Court Security Officer 2:	\$	19.00 / regular hour paid up to 40
Health & Welfare Allowance:	\$	2.35 / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$	~ / hour
Lead Court Security Officer 1:	\$	~ / hour
Lead Court Security Officer 2:	\$	~ / regular hour paid up to 40
Health & Welfare Allowance:	\$	~ / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

Effective October 1, 2005;

Court Security Officers:	\$	* / hour
Lead Court Security Officer 1:	\$	* / hour
Lead Court Security Officer 2:	-\$	* / regular hour paid up to 40
Health & Welfare Allowance:	\$	* / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Mages and Healdin & Wetmore. Allowed on any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiations shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be escalated to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 10, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the term of this agreement.

"If 24 hour shift. A shift differential of four percent (4%) of this employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Office of America
International Union

Alcatel Security, Inc.

Signature

Date _____

Signature

Date _____

United Government Security Officers of America

Local

Signature

date

Director, H. R.

JUN-11-2003-WED 10:46 AM AKAT WR
JUN 09 2003 16:52 FR USM AUSTIN
JUN-09-2003-MON 03:30 PM AKAL MX

FAX No. 505 747 0000 P. 023/024
512 916 5405 TO 5057470382 P. 05/05
FAX NO. 505 747 0000

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Austin

Current:

Court Security Officers:	\$ 14.85 / hour
Lead Court Security Officer:	16.35 \$ 16.35 / hour
Health & Welfare Allowance:	\$ 2.15 / regular hour paid up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	16.15 \$ 16.15 / hour**
Lead Court Security Officer:	17.63 \$ 17.63 / hour**
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 8 P.M. and 6 A.M.

United Government Security Officers of America,
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America

Local # 85

Signature

Date

Director, H. R.

JUN-11-2003-WED 10:47 AM AKA: "R"
JUN 09 2003 16:52 FR USMS AUSTIN
JUN-09-2003-MON 03:50 PM AKA: "R"

FAX No. 505 747 0007
512 916 5405 TO 5057470392 F. 06/06
FAX NO. 505 747 0302

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 63.

a) Base Wages

SITE: Waco

Current:

Court Security Officers:	\$ 14.44 / hour
Lead Court Security Officer:	\$ 15.19 / hour
Health & Welfare Allowance:	\$ 2.15 / regular hour paid up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 15.20 / hour
Lead Court Security Officer:	\$ 16.20 / hour
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ / hour
Lead Court Security Officer:	\$ / hour
Health & Welfare Allowance:	\$ / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ / hour
Lead Court Security Officer:	\$ / hour
Health & Welfare Allowance:	\$ / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 6 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

* If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local # 63

Signature

Date

Appendix B

Local UGSOA 85

Section 2.1 Definition of a Work Site:

For the purposes of this Collective Bargaining Agreement, a work site shall be defined as: (check one)

☐ the entire local

☒ building specific

Section 2.2 Seniority Lists Addendum

The company will provide a seniority master list to the Local # 79 president including full time and shared employees by date of entry on duty.

Section 3.1 Filling Vacancies Addendum

For the purposes of this Collective Bargaining Agreement, job vacancies within the local shall be posted: (check one)

☐ throughout the entire local

☒ within the specific building in which the job vacancy occurs

WTX

F.02/85

Local 85
WDTX

1/2

APPENDIX B

WESTERN DISTRICT OF TEXAS WORKSITES

SAN ANTONIO

John H. Wood Federal Courthouse, 655 E. Durango, San Antonio, Texas
13 total positions
Bankruptcy Court, 615 E. Houston, San Antonio, Texas
3 total positions
United States Federal Building, 727 E. Durango, San Antonio, Texas
3 total positions

AUSTIN

Federal Courthouse, 200 W. 8th, Austin, Texas
8 total positions
Homer Thornberry Building, 903 San Jacinto St., Austin, Texas
8 total positions

EL PASO

Federal Courthouse, 511 E. San Antonio, El Paso, Texas
12 total positions
U. S. Bankruptcy Court, 8515 Lockheed, El Paso, Texas
2 total positions

MIDLAND

U. S. Federal Courthouse, 200 E. Wall, Midland, Texas
6 total positions

PECOS

U. S. Federal Courthouse, Cedar and Fifth, Pecos, Texas
6 total positions

WACO

U. S. Federal Courthouse, 800 Franklin Ave., Waco, Texas
8 total positions

DEL RIO

U. S. Federal Courthouse, 111 E. Broadway, Del Rio, Texas
9 total positions

ALPINE

U. S. Federal Courthouse, 803 N. 2nd St., Alpine, Texas
2 total positions

Spencer
1/2/85
1/2/85
1/2/85

P.02/85

512 916 5405 TO 91083936615

FIG 06 03 09:03A
R06 85 2000 15:09 FR USMS WDTX
J00000000

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AKAL SECURITY, INC.
AND THE
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
LOCAL #85**

This Amendment to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the United Government Security Officers of America, Local #85 ("Union") is entered into this 1st day of July, 2004, as an amendment to the Collective Bargaining Agreement between Akal Security, Inc. and the United Government Security Officers of America, Local #85 in effect from ~~October 1~~, 2003 till September 30, 2006. June 13

The following wages are in effect from October 1, 2004 through September 30, 2005 in El Paso, TX:

Court Security Officers:	\$18.64/ hour**
Lead Court Security Officer 1;	\$20.14/ hour**
Lead Court Security Officer 2;	\$19.64/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$.11/ regular hour worked up to 40

The following wages are in effect from October 1, 2004 through September 30, 2005 in Waco, TX:

Court Security Officers:	\$16.00/ hour**
Lead Court Security Officer;	\$17.00/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$.11/ regular hour worked up to 40

The following wages are in effect from October 1, 2004 through September 30, 2005 in San Antonio and Del Rio, TX:

Court Security Officers:	\$19.43/ hour**
Lead Court Security Officer 1;	\$20.93/ hour**
Lead Court Security Officer 2;	\$20.43/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$.11/ regular hour worked up to 40

The following wages are in effect from October 1, 2004 through September 30, 2005 in Midland, Pecos and Apline, TX:

Court Security Officers:	\$16.86/ hour**
Lead Court Security Officer;	\$17.86/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$.11/ regular hour worked up to 40

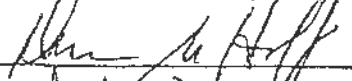
The following wages are in effect from October 1, 2004 through September 30, 2005 in Austin TX:

Court Security Officers:	\$16.86/ hour**
Lead Court Security Officer:	\$18.36/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$.11/ regular hour worked up to 40

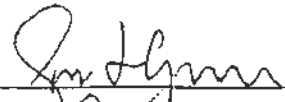
Beginning October 1, 2004, in replacement of the shoe allowance, Akal Security will be issuing regulation shoes to each CSO as part of the required uniform.

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

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL #85


By: J. L. Dr. Cro Dir
Date: 7/12/04

AKAL SECURITY, INC.


By: Director H. R.
Date: 7/10/04

Appendix A
WAGE SCHEDULE

*Same as in CBRT
Printed for
legibility's
reference*

Listed below are the Wages and Benefits effective October 1, 2003 for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: El Paso

Current:

Court Security Officers:	\$ 17.48 / hour
Lead Court Security Officer 1:	\$ 18.98 / hour
Lead Court Security Officer 2:	\$ 18.23 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.15 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 18.00 / hour**
Lead Court Security Officer 1:	\$ 19.50 / hour**
Lead Court Security Officer 2:	\$ 19.00 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer 1:	\$ * / hour**
Lead Court Security Officer 2:	\$ * / regular hour paid up to 40
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer 1:	\$ * / hour**
Lead Court Security Officer 2:	\$ * / regular hour paid up to 40
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local #

Signature

Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective October 1, 2003 for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Del Rio and San Antonio

Current:

Court Security Officers:	\$ 18.22 / hour
Lead Court Security Officer 1:	\$ 19.72 / hour
Lead Court Security Officer 2:	\$ 18.97 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.15 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 18.77 / hour**
Lead Court Security Officer 1:	\$ 20.27 / hour**
Lead Court Security Officer 2:	\$ 19.77 / regular hour paid up to 40
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer 1:	\$ * / hour**
Lead Court Security Officer 2:	\$ * / regular hour paid up to 40
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Senior Lead Court Security Officer:	\$ * / regular hour paid up to 40
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature Date

Signature Date

United Government Security Officers of America
Local #

Signature Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective October 1, 2003 for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Alpine, Midland, and Pecos

Current:

Court Security Officers:	\$ 15.56 / hour
Lead Court Security Officer:	\$ 16.31 / hour
Health & Welfare Allowance:	\$ 2.15 / regular hour paid up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 16.10 / hour**
Lead Court Security Officer:	\$ 17.10 / hour**
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local #

Signature

Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective October 1, 2003 for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Austin

Current:

Court Security Officers:	\$ 14.85 / hour
Lead Court Security Officer:	\$ 16.35 / hour
Health & Welfare Allowance:	\$ 2.15 / regular hour paid up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 16.13 / hour**
Lead Court Security Officer:	\$ 17.63 / hour**
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

** The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.*

*** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.*

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature Date

Signature Date

United Government Security Officers of America
Local #

Signature Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective October 1, 2003 for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Waco

Current:

Court Security Officers:	\$ 14.44 / hour
Lead Court Security Officer:	\$ 15.19 / hour
Health & Welfare Allowance:	\$ 2.15 / regular hour paid up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 15.20 / hour**
Lead Court Security Officer:	\$ 16.20 / hour**
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

** The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.*

*** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.*

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local #

Signature

Date

5th WTX 85

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #87, 88, 90, 92, 94, 96, 85, 86, 106, 109, 110, 111, 56, 68, 114, 127, 137, 142, 143, 63, 79, 113, 157, 152, 158, 161, 167, 220, 57, 64, 67, 71, 76, 81, 118, 124, 128, 133, 134, 155, 159, 164, 53, 66, 130, 154, 125, 131, 132, and 135.

In the event of a building closure due to inclement weather or an emergency situation, CSOs will have the option of either taking accrued paid leave (vacation and/or personal leave), or using Leave Without Pay.

This agreement does not change any existing policies regarding Leave Without Pay in other circumstances.

United Government Security Officers
Of America, International Union

Name

Int'l Director CSO Div.

Title

Date

1/3/05

Akal Security, Incorporated

Name

Title

Date

12/15/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akai Security, Inc. and United Government Security Officers of America, International Union and its Locals 53, 56, 57, 66, 68, 76, 79, 81, 85, 86, 87, 88, 90, 92, 94, 96, 106, 109, 110, 113, 114, 118, 127, 128, 130, 131, 133, 134, 135, 137, 142, 143, 154, 157, 158, 161 and 220.

The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union

Name

Int'l Director CSO Div.

Title

Date

6/14/2005

United government Security Officers
Of America, Local # 85

Name

PRESIDENT

Title

Date

06-23-2005

Akai Security, Incorporated

Name

Labor Relations Manager

Title

Date

6/16/05

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local #85:

a) Base Wages

SITE: San Antonio & Del Rio, TX

Current:

Court Security Officers:	\$ 19.43 / hour
Lead Court Security Officer 1:	\$ 20.82 / hour
Lead Court Security Officer 2:	\$ 20.43 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 20.01 / hour
Lead Court Security Officer 1:	\$ 21.51 / hour
Lead Court Security Officer 2:	\$ 21.01 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

United Government Security Officers of America
International Union

Signature

Date

Alcal Security, Inc.

Signature

Date

United Government Security Officers of America
Local # 85

Signature

Date

7/14/05
Labor Relations Manager

7/11/05
Daryl James 07-07-2005

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 6th Circuit for the Western District of Texas,
United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Midland, Pecos & Alpine, TX

Current:

Court Security Officers:	\$ 16.88 / hour**
Lead Court Security Officer:	\$ 17.86 / hour**
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 17.37 / hour**
Lead Court Security Officer:	\$ 18.37 / hour**
Health & Welfare Allowance:	\$ 2.67 / regular hour paid up to 40

United Government Security Officers of America
International Union

Signature

Date

Alcal Security, Inc.

Signature

Labor Relations Manager

Date

United Government Security Officers of America
Local # 85

Signature

Date

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas,
United Government Security Officers of America Local # 85:

a) Base Wages

SITE: El Paso, TX

Current:

Court Security Officers:	\$ 18.64 / hour
Lead Court Security Officer 1:	\$ 20.14 / hour
Lead Court Security Officer 2:	\$ 19.64 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 19.20 / hour
Lead Court Security Officer 1:	\$ 20.70 / hour
Lead Court Security Officer 2:	\$ 20.20 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

United Government Security Officers of America
International Union

Atal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local # 85

Labor Relations Manager

Signature

Date

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees of the 5th Circuit for the Western District of Texas,
United Government Security Officers of America Local # 85;

a) Base Wages

SITE: Austin, TX

Current:

Court Security Officers:	\$ 15.88 / hour
Lead Court Security Officer:	\$ 18.36 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 18.13 / hour
Lead Court Security Officer:	\$ 19.63 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

United Government Security Officers of America
International Union

Signature

Date

Atal Security, Inc.

Signature

7/14/05
Labor Relations Manager

United Government Security Officers of America
Local # 85

Signature

Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Western District of Texas, United Government Security Officers of America Local # 85:

a) Base Wages

SITE: Waco, TX

Current:

Court Security Officers:	\$ 16.00 / hour**
Lead Court Security Officer:	\$ 17.00 / hour**
Health & Welfare Allowance:	\$ 2.69 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 16.75 / hour**
Lead Court Security Officer:	\$ 17.75 / hour**
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

United Government Security Officers of America
International Union

Signature

Date

Akal Security, Inc.

Signature

Date

United Government Security Officers of America
Local # 85

Signature

Date

7/11/05
Labor Relations Manager

7/14/05
Doug Lynes 07-07-2005

Western
housing

shreveport

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-303
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: Caddo

Employed on United States Marshals Service contract for Court Security Officer.

Collective Bargaining Agreement between contractor: Akal Security Inc., and union: United Government Security Officer of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-304
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: Lafayette

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: Akal Security Inc., and union: United Government Security Officer of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: CBA-2006-305 Revision No.: 0 Date Of Last Revision: 5/9/2006
William W. Gross Director	Division of Wage Determinations
<hr/>	
State: Louisiana	
<hr/>	
Area: Ouachita	
<hr/>	

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: Akal Security Services, and union: United Government Security Officers of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

Opelousas

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-307
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: St Landry

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

Alex Andria

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-308
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: Rapides

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

Lake Charles

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-302
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: Calcasieu

Employed on United States Marshals Services contract for Court Security Officer.

Collective Bargaining Agreement between contractor: Akal Security Inc., and union: United Government Security Officer of America Local 109, effective 10/1/2002 through 9/30/2006 and amended on 6/27/2005.

In accordance with Section 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).

Western District of
Louisiana

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

United Government Security Officers of America (UGSOA) Local #109

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and UGSOA International Union, on behalf of its Local #109, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

- A. This agreement is entered between Akal Security, Inc., United Government Security Officers of America (UGSOA), and UGSOA Local #109 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and shared position Federal Court Security Officers (CSOs), Lead Federal Court Security Officers (LCSOs), Special Security Officers (SSOs), and Lead Special Security Officers (LSSOs) employed by the Company in the 5th Circuit in the Western District of Louisiana, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- 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 Union Steward will be paid for up to thirty (30) minutes of that time, upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

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 or date of hire either:

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

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

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

C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.

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 for the duration 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 attorneys fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days written notice served upon the Company and the Union, may revoke such

authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within three (3) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the 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 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, union 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 a seniority list (last date of hire as a CSO, within the bargaining unit, as designated by the Union and approved by the Company) to the Local Union President twice each year. (See Appendix B for local list specifications)

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 one hundred twenty (120) calendar 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 Probationary period can be extended by mutual agreement between the Company and the Union.

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 permanently discharged;
- c) a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e) the U.S. Government revokes the Employee's credentials as a CSO;
- f) the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

SECTION 3.1(a) SHARED POSITION EMPLOYEES

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

SECTION 3.1(b) LAYOFF AND RECALL

In the event of layoff or recall, when full-time or shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.2 TEMPORARY ASSIGNMENTS

A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification 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, whichever is greater.

SECTION 3.3 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties as described by the National Labor Relations Act. The job of the Lead CSO is

described in Section C-5(c) of Contract # MS-02-D-0001, or its successor, between the US Marshals Service and the Company.

ARTICLE 4

SECTION 4 MANAGEMENT'S RETAINED RIGHTS

SECTION 4(a)

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

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

SECTION 4(b)

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract # MS-02-D-0001 or its successor between the US Marshals Service and the Company. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government.

SECTION 5.2 GENERAL PROVISIONS

- A. The number of days outlined in Sections 5.3 and 5.4 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

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

- A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.
- B. Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

CBA (Akal & UGSOA Local # 109-2002 - 2007) 9

of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

SECTION 6.1 (a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of
CBA (Akal & UGSOA Local # 109-2002 - 2007)

an employee from working under the contract by the U.S. Government, the revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract # MS-02-D-0001 or its successor between the US Marshals Service and the Company.

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

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

SECTION 6.1 (b)

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards, as described in 6.1 (a) and 6.1 (b) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3(b) of Contract # MS-02-D-0001 or its successor as referenced in Sections 5.1 and 6.1(a).

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in

excess of forty (40) hours in a work week. The Company will comply with all State and Federal Laws concerning overtime.

SECTION 7.3 OVERTIME REQUIREMENT

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

SECTION 7.4 OVERTIME DISTRIBUTION

- A.** Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
- B.** Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

SECTION 7.5 REST PERIODS

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

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time.

SECTION 8.2 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

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.

SECTION 8.3 WAGE SCHEDULE

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

SECTION 8.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make its best effort to make direct deposit available.

SECTION 8.5 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. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.6 LEAD CSO RATES

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

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Jr.'s Birthday
Memorial Day	Presidents Day
Any day designated by the President of the United States as a permanent national holiday	

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A.** A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B.** Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in A above.
- C.** 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. A shared position Employee shall be granted a minimum of four (4) hours per holiday with the exception of anyone on extended leave. Shared position holiday proration shall be based on total non-holiday work days in the pay period.
- D.** Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2)

week pay period in which the holiday occurs. A shared position Employee shall be granted a minimum of four (4) hours per holiday with the exception of anyone on extended leave. Shared position holiday proration shall be based on total non-holiday work days in the pay period.

- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) year of service: one-hundred and twenty (120) hours

Upon completion of twelve (12) year of service: one-hundred and sixty (160) hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: their individual hourly rate, the number of hours worked in the previous year, and the Employee's anniversary date.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.4 PAY OPTIONS

Earned vacation pay may be requested at anytime and will be paid in the next pay cycle.

SECTION 10.5 UNUSED VACATION

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

SECTION 10.6 PAY IN LIEU OF VACATION LEAVE

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

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate 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 10.8 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

SECTION 10.9 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each but not less than one (1) day.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO

program and from employment with Employer.

- E. In the event of injury or illness that is deemed non communicable, the Employee may be granted "light duty" status at the approval of the COTR in writing to the Company as long as it does not interfere with the business of the Court. The injury or illness for light duty status must be temporary and cannot be more than thirty (30) days.

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 President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of five days 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. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave (48 hours) 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 rate (see **Personal Leave Eligibility Table** below):

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

- 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 Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional

87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.

- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the fulltime rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. 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. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid 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 the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave;
 - 3. The estimated date of return to work.The Company will respond to the request within four (4) working days.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. 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.
- C. Extensions of the leave of absence may be granted at the sole 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 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty (See Appendix for Local Specifics). Employees will receive their regular rate of pay minus any pay received from the courts for up to three (3) days spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

- A. Effective October 1, 2002. If it is necessary for an Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to three (3) days paid leave of absence per contract year at their straight rate of pay. Shared position employees will receive one half of the full time leave. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or step children), father in-law, mother-in-law, grandparents, and grandchildren.
- B. The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. A shoe allowance of \$62.50 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes.

SECTION 12.4 INCLEMENT WEATHER GEAR

The Employer will make its best effort to assist in obtaining appropriate and adequate weather gear through the appropriate channels.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union to locate a Union-provided bulletin board that will be used by the Union for post--notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examination that is required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam.
- B. Physical/medical exams may be required by the U.S. 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. Physical fitness is an important job requirement. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment. Should an Employee fail the exam, or be officially deemed medically unqualified by the U.S. Government, they may be re-examined once at the Employee's expense.
- C. The Employer will pay for the time required for the employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday 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 U.S. Government break rooms for CSOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. 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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances. . No Employee may be at the worksite at any time unless on duty at that time, unless there is appropriate Government permission granted.

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.

SECTION 14.2 UGSOA 401(a) Plan

The Company agrees to make deductions for Union members in good standing for the UGSOA 401(a) Plan, if the Union members so choose. At the direction of the individual Union member, the Company may contribute the Health & Welfare and /or Pension payments into the Union members' UGSOA 401(a) plan. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to UGSOA International Union, the Administrator of the UGSOA 401(a) Plan, no later than the Tenth (10th) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (i.e. Health & Welfare, Pension and/or after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement all worksites and facilities are the property of the U.S. Government, CBA (Akal & UGSOA Local # 109-2002 - 2007)

who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings by the Company. The Company agrees to make its best effort to seek approval to include one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meeting by the US Government.

SECTION 15.2 OSHA STANDARDS

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

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an 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 or bring such activity to prompt termination.

SECTION 16.2 LOCKOUTS

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

ARTICLE 17

SEPARABILITY OF CONTRACT

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

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by

law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company 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 19

DURATION

This Agreement shall be effective from 11:45 pm September 30, 2002 through September 30, 2007 and supersedes any and all prior agreements or understandings between the parties.

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

FOR: United Government Security Officers
of America, W/PA Local # 109

BY: Thomas P. Dettle

TITLE: President

DATE: 25 July 02

FOR: United Government Security Officers
Of America, International Office

BY: Ann H. Hoff

TITLE: Director CSD Program

DATE: 7-30-02

FOR: Akal Security, Inc.

BY: Dr. Durgunep Khalsa

TITLE: Corporate Operations Officer

DATE: 7/22/02

APPENDIX "A"WAGE SCHEDULE

Listed below are the Wages and Benefits for the Employees in the 5th Circuit for the Western District of Louisiana, Local # 109 of UGSOA.

A. Base Wages & Benefits:**(1) Current until September 30, 2002:**

	Lake Charles	Lafayette	Alexandria, Monroe and Opelousas	Shreveport (300 Fannin St.)
a) Court Security Officers:	\$14.03	\$14.03	\$14.03	\$14.03
b) Lead Court Security Officer:	\$14.42	\$14.69	\$14.34	\$14.77
c) Health & Welfare Allowance:	\$2.00	\$2.00	\$2.00	\$2.00
d) Uniform Allowance:	\$0.10625	\$0.10625	\$0.10625	\$0.10625

(2) Effective October 1, 2002:

	Alexandria, Lake Charles, Monroe and Opelousas	Lafayette & Shreveport (300 Fannin St.)
a) Court Security Officers:	\$14.57	\$14.57
b) Lead Court Security Officer:	\$15.32	\$16.07
c) Health & Welfare Allowance:	per WD as of 10/1/02	per WD as of 10/1/02
d) Uniform Allowance:	\$0.10625	\$0.10625

(3) Effective October 1, 2003:

	Alexandria, Lake Charles, Monroe and Opelousas	Lafayette & Shreveport (300 Fannin St.)
a) Court Security Officers:	\$15.01	\$15.01
b) Lead Court Security Officer:	\$15.76	\$16.51
c) Health & Welfare Allowance:	per WD as of 10/1/03	per WD as of 10/1/03
d) Uniform Allowance:	\$0.10625	\$0.10625

(4) Effective October 1, 2004:

	Alexandria, Lake Charles, Monroe and Opelousas	Lafayette & Shreveport (300 Fannin St.)
a) Court Security Officers:	\$15.46	\$15.46
b) Lead Court Security Officer:	\$16.21	\$16.96
c) Health & Welfare Allowance:	per WD as of 10/1/04	per WD as of 10/1/04
d) Uniform Allowance:	\$0.10625	\$0.10625

WAGE SCHEDULE
(Continued)

(5) Effective October 1, 2005:

	Alexandria, Lake Charles, Monroe and Opelousas	Lafayette & Shreveport (300 Fannin St.)
a) Court Security Officers:	\$15.92	\$15.92
b) Lead Court Security Officer:	\$16.67	\$17.42
c) Health & Welfare Allowance:	per WD as of 10/1/05	per WD as of 10/1/05
d) Uniform Allowance:	\$0.10625	\$0.10625

Moved to Lafayette.

(6) Effective October 1, 2006:

	Alexandria, Lake Charles, Monroe and Opelousas	Lafayette & Shreveport (300 Fannin St.)
a) Court Security Officers:	\$16.40	\$16.40
b) Lead Court Security Officer:	\$17.15	\$17.90
c) Health & Welfare Allowance:	per WD as of 10/1/06	per WD as of 10/1/06
d) Uniform Allowance:	\$0.10625	\$0.10625

B. Shift Differential:

Employees assigned to sites that operate 24 hours per day/ 7 days per week and who work between the hours of 1800 (6:00PM) to 0600 (6:00AM) shall receive an additional 3.5% of their base hourly rate.

United Government Security Officers of America

Donna M. Hoff 7-30-02
Director CSO Prog

Western District of Louisiana Local # 109, United
Government Security Officers of America

Thomas P. Duette
President Local 109. W/D/La 7-25-02

Akal Security, Inc.

J. J. DeGruen 7/25/02
Corporate Operations Officer

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

SECTION 1.1 RECOGNITION- BARGAINING UNIT

This is to add, the "Fiscal Year, 2002 Temporary CSO Program," to this Collective Bargaining Agreement. If these positions continue beyond Fiscal Year 2002, CSOs filling these positions will be covered by all economic provisions; all provisions involving Employer disciplinary actions and the Union's right to grieve those actions; and the Union Security and / or Dues Check-Off provisions. Should these positions become permanent, all provisions, including Seniority, would apply as of that date.

Akal Security Incorporated

Dev Surup Khalsa
Corporate Operations
Office
7/25/02

International Union, United Government
Security Officers of America

Donna M. Hoff 7/30/02
Director CSO Prog.

All United Government Security of America
Locals, Employed by Akal Security, Inc.

Thomas P. Dettle
President Local 109 Wilka
7.25.02

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Incorporated and United Government Security Officers of America, International Union and its Locals 57, 67, 71, 74, 76, 81, 118, 128, 133, 134, 155, 63, 79, 113, 152, 154, 157, 158, 159, 85, 86, 106, 109, 110 and 111.

Both Akal Security, Incorporated and the United Government Security Officers of America, International Union agree that all non-economic portions of this agreement are in effect as of the signing of this collective Bargaining Agreement. All economic portions become effective on October 1, 2002.

Akal Security, Inc.

Devinder Khalsa
Corporate Operations officer
8/6/02

United Government Security
Officers of America,
International Union

[Signature] 8-6-02
Director CSD Program

*Western District of
Louisiana
Local # 109*

LETTER OF UNDERSTANDING
(5 year agmts)

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #106, #109 and #110.

The health & welfare rate effective 10/1/02 through 9/30/03 is \$2.15 per hour.

The health & welfare rate for the remaining years of this agreement to be effective 10/1/03 - 9/30/04, 10/1/04 - 9/30/05, 10/1/05 - 9/30/06 and 10/1/06 - 9/30/07 shall be subject to a renegotiation to be conducted between June 1 and July 31 of each corresponding government contract year through the end of this agreement.

Akal Security, Inc.
[Signature]
Corporate Operations Officer
8/13/02

United Government Security
Officers of America,
International Union

[Signature]
Director CS Program
8-13-02

Jun 05 03 12:32P

UGSO

3036508 J

P. 3

JUN-06-2003-FRI 01:13 PM AKAL BE

FAX No. 505 747 0382

P. 002

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #113, #57, #76, # 81, #64, #118, #128, #133, #134, #159, #63, #67, #71, #111, #152, #154, #155, #106, #109, #110.

The health and welfare rate effective 10/1/03 through 9/30/04 is \$2.36 per hour.

United Government Security Officers
of America, International Union

William A. Holt
Director CSO Program

6/9/03

Akal Security, Inc.

Sam Sims
Director HR

6/9/03

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #111, #109, #110, and #106 in the 5th Circuit.

The Health and Welfare rate effective 10/1/2004 through 9/30/2005 is \$2.69 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union

Name

Title

Date

Akal Security, Incorporated

Name

Title

Date

Alvin M. Hoff
Int'l Director CSD Division
6/17/04

[Signature]
Director, H.R.
6/17/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #111, #109, #110, and #106 in the 5th Circuit.

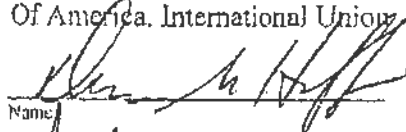
As of October 1, 2004 Akal will be providing shoes rather than shoe allowance.

United government Security Officers
Of America, International Union

Name

Title

Date

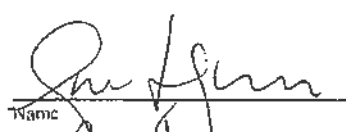

John H. Hoff
Int'l Director CO Division
6/17/04

Akal Security, Incorporated

Name

Title

Date


John H. Hoff
Int'l Director CO Division
6/17/04

5th WLA 109

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #87, 88, 90, 92, 94, 96, 85, 86, 106, 109, 110, 111, 56, 68, 114, 127, 157, 142, 143, 63, 79, 113, 157, 152, 158, 161, 167, 220, 57, 64, 67, 71, 76, 81, 118, 124, 128, 133, 134, 155, 159, 164, 53, 66, 130, 154, 125, 131, 132, and 135.

In the event of a building closure due to inclement weather or an emergency situation, CSOs will have the option of either taking accrued paid leave (vacation and/or personal leave), or using Leave Without Pay.

This agreement does not change any existing policies regarding Leave Without Pay in other circumstances.

United government Security Officers
Of America, International Union

Name

Int'l Director CSO DIV.

Title

Date

1/3/05

Akal Security, Incorporated

Name

Title

Date

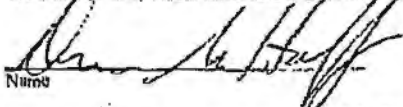
12/15/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals 53, 56, 57, 66, 68, 76, 79, 81, 85, 86, 87, 88, 90, 92, 94, 96, 106, 109, 110, 113, 114, 118, 127, 128, 130, 131, 133, 134, 135, 137, 142, 143, 154, 157, 158, 161 and 220.

The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union


Name

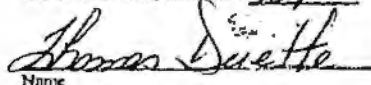
Int'l Director CSO Div.

Title

Date

6/14/2005

United government Security Officers
Of America, Local # 109


Name

Title

Date

President Local 109

6/27/05

Akal Security, Incorporated


Name

Title

Date

Labor Relations Manager

6/16/05

Southern
Texas

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-329
Revision No.: 2
Date Of Last Revision: 11/7/2006

State: Texas

Area: Fort Bend

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of court Security Officers of the Court, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-331
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Cameron

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-332
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Nueces

Employed on United States Marshals Services contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-333
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Galveston

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-334
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Webb

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-335
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Victoria

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-336
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Hidalgo

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers of the South, effective 7/15/2004 through 9/30/2007 and amended on 8/1/2006.

In accordance with Section 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

Professional Association of Court Security Officers (PACSO)

of the Southern District of Texas.

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and *Professional Association of Court Security Officers (PACSO)* of the Southern District of Texas hereinafter referred to as the "Union."

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, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular shared position USMS credentialed court security officers (CSOs), lead court security officers, and assistant 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 United States Marshals Service for security within the jurisdictional boundaries of the Southern District of Texas, 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 Article 1, Section 1. 1 of this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE

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

SECTION 1.3 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 Article 5 of 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 1.4 MANAGERS AND SALARIED PERSONNEL

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

SECTION 1.5 DUES CHECK-OFF

The Company agrees to deduct monthly dues and lawful assessments 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 receipt of written authorization from the Employee on a form provided by supervision or the Union. The Employee upon 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.

The Company will remit all such deductions to the Financial Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues 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.

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 Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

SECTION 1.6 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 operation. 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

Union seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within the bargaining unit as a Special Deputy US Marshal Court Security

Officer for the Employer, past or present and/or any predecessor Employer. 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 and other matters as provided for in this Agreement.

Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose his/her union seniority as it applies to the order of layoff and recall, vacation schedules, extra work and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Company to the proper Union officials within a reasonable time, upon written request by the Union, each March and September of each contract year. The Union President or the President's designated representative must make the request for these lists to the Company in writing. The updated and current Seniority List shall be posted and maintained by the Company at each work location. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

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

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her union seniority. If he/she returns to the bargaining unit at a later date, his/her 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 US Marshals Service 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; or the Government terminates the Employee's credentials as a Special Deputy Marshal, or the Employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- e) Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees at the site where an opening occurs will be notified in writing at their last known address. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee, who will be trained if required to fill any necessary qualifications for the new position.

Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled under this Article as well. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific, however union posting at other sites in the Local is permitted, i.e., only Employees at the site where the vacancy occurs will be required to be notified.

SECTION 3.2 SHARED POSITION EMPLOYEES

The company is obligated, under it's contract with the USMS, to fill a designated number of shared positions in order to provide full staffing level coverage, increase security levels as needed, and avoid unnecessary overtime. A shared position Employee may be scheduled to work more than a part-time schedule, as necessary at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action. Shared position Employees will be required to sign the Akal Shared Officer Agreement (see Appendix B).

SECTION 3.3 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 3.4 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 2 and 3, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement; to the extent feasible the assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement.

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

SECTION 3.5 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 the business in accordance with its judgment.

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 unjust disciplinary action taken against an 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. In any such situation, however, the Employee will be provided with copies of any

written complaints or existing transcripts of verbal complaints that require the Company to take any form of disciplinary action towards the Employee, if the Employee requests such materials. 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 five working (5) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

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

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

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

SECTION 5.4 ARBITRATION PROCEDURE

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

requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

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

Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

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

Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISMISSAL

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs and all employees are required to comply with these standards.

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. Employees working a minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. 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

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. Seniority 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.

Excluding: Site Supervisors cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when directed by the US Marshal Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.

SECTION 7.5 SHARED POSITION EMPLOYEES

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

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, 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 AND SHOW UP PAY

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

SECTION 7.8 SHIFT BIDDING

Once each year, full-time Employees and shared position Employees at each site may bid their shift schedules among designated full-time assignments or shared assignments in order of seniority. Shift bidding may not lead to any change in status from full-time to shared position or vice versa. Specific assignments may be excluded upon written directive from the USMS and/or Judicial personnel.

ARTICLE 8

WAGES

SECTION 8.1 WAGE SCHEDULE

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

SECTION 8.2 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the 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. Any error involving eight (8) hours of pay or more will be corrected and paid as soon as possible, but no later than the next paycheck.

SECTION 8.4 LEAD CSO RATES

If additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid the base rate set out above in Section 8.1, based on the location.

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, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2A.

C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to 8 hours based on their average weekly hours for the previous four weeks' work.

D. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2A above shall be paid a proration of the full-time benefit based on their average weekly hours for the previous four weeks' work.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

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

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous contract year.

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Employee must give their supervisor a written request at least ten (10) days prior to the requested vacation time.

The Employer will recognize site-specific 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.

SECTION 10.4 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 10.5 UNUSED VACATION

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

SECTION 10.6 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.

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employee will be paid at their individual hourly rate for any legally accrued but unused vacation time, as entitled by the Service Contract Act.

SECTION 10.8 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

SECTION 10.9 VACATION INCREMENTS

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.

SECTION 11.2 MEDICAL LEAVE

An Employee shall be granted an unpaid medical leave of absence for a specified period not to exceed 16 weeks within a 12-month period beginning after the use of any vacation time or personal leave time. Employee's disability must be made known to the Employer in accordance with the provisions of this Article, and be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job.

The 16-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. Upon the expiration of said leave, the Employee shall furnish the Employer

with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

SECTION 11.3 MILITARY LEAVE

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

SECTION 11.4 UNION LEAVE

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 bargaining unit. The maximum number of days given for union leave is not to exceed five (5) days per contract year and the maximum number of union officers or delegates to be granted leave of absence is not to exceed two (2) Employees.

SECTION 11.5 FAMILY MEDICAL LEAVE

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

SECTION 11.6 PERSONAL LEAVE

Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave (forty-eight hours) 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 rate (see **Personal Leave Eligibility Table** below):

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

- 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 Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the fulltime rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

- E. 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. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.7 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 Site Supervisor 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 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to five (5) days spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to five days -paid bereavement leave per full 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 Lead CSO, whenever possible, of the need for bereavement leave.

SECTION 11.10 GENERAL PROVISIONS

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

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 MINIMUM BENEFITS

The amounts required by Section 12.1 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 an allowance for each hour the employee is paid, up to 40 hours per week, for uniform maintenance as described in Appendix A. Shoes will be provided by the Company as part of the required uniform.

SECTION 12.5 GROUP DISABILITY INSURANCE

The Company agrees to deduct any fees or premium payments and lawful assessments designated by the Union for a Group Disability Insurance plan set up by and administered by the Union from the first paycheck of each month of each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Union. Such authorization may be revoked by the Employee upon 30 days' written notice served upon the Company and the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to amount of fees, and any other costs for this insurance.

The Company will remit all such deductions to the International Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. All costs related to direct deposit would be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the International Secretary/Treasurer with a deduction list, setting forth the name and amount of fees, and any other costs for this insurance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an

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

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 insurance deductions. The Company shall accept no other form unless the parties mutually agree to a substitute.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the government for the use of the CSOs to locate a Union-provided bulletin board that will be used by the Union for posting notices pertaining to Union affairs. 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 and all follow ups that are required by the US Government at Employer designated clinic(s) or physicians.

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 is required by contract with the US Government to designate the physician or clinic. Employer shall pay Employee up to four hours for time spent taking an employer-requested medical examination.

A copy of any physical exam requirement shall be furnished to the Employees as soon as possible after they are issued by the USMS.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. 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.

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 Union or Non-Union. 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 the mandatory 8-hour annual 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

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

Upon hearing of any unauthorized strike, slowdown, stoppage or work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

SECTION 17.2 LOCKOUTS

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

ARTICLE 18

SEPARABILITY OF CONTRACT

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

ARTICLE 19

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties 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. A copy of a written directive covered by this provision shall be provided to the Union president upon request.

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 from July 15, 2004 through September 30, 2007 and supersedes any and all prior agreements or understandings between the parties.

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

FOR:

PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS

BY:

TITLE:

DATE:

FOR:

AKAL SECURITY, INC.

BY:

TITLE:

DATE:

FOR:

PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS

BY:

TITLE:

DATE:

FOR:

AKAL SECURITY, INC.

BY:

TITLE:

DATE:

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Laredo, Brownsville, McAllen

Current:

Court Security Officers:	\$ 16.48 / hour
Lead Court Security Officer:	\$ 17.23 / hour
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ 16.81 / hour**
Lead Court Security Officer:	\$ 17.56 / hour**
Health & Welfare Allowance:	\$ 2.59 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** A shift differential of three and a half percent (3.5%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

Professional Association of Court Security Officers

Akal Security, Inc.

Richard C. Humphrey 7-15-04
Signature Date

[Signature] 6/30/04
Signature Date

Professional Association of Court Security Officers

Dr. H. R.

Signature

Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Corpus Christi, Victoria

Current:

Court Security Officers:	\$ 20.57 / hour
Lead Court Security Officer:	\$ 21.32 / hour
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ 20.98 / hour**
Lead Court Security Officer:	\$ 21.73 / hour**
Health & Welfare Allowance:	\$ 2.59 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** A shift differential of three and a half percent (3.5%) of the employee's regular hourly rate shall be paid for all hours worked between 8 P.M. and 6 A.M.

Professional Association of Court Security Officers

Akal Security, Inc.

Richard C. Humphrey 7-15-04
Signature Date

Signature Date 6/30/04

Professional Association of Court Security Officers

Dr. H. R.

Signature

Date

Appendix A
WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Houston, Galveston

Current:

Court Security Officers:	\$ 19.06 / hour
Lead Court Security Officer:	\$ 19.81 / hour
Senior Lead Court Security Officer:	\$ 20.38 / regular hour
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ 19.44 / hour**
Lead Court Security Officer:	\$ 20.19 / hour**
Senior Lead Court Security Officer:	\$ 20.76 / regular hour
Health & Welfare Allowance:	\$ 2.59 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Senior Lead Court Security Officer:	\$ * / regular hour
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ * / hour**
Lead Court Security Officer:	\$ * / hour**
Senior Lead Court Security Officer:	\$ * / regular hour
Health & Welfare Allowance:	\$ * / regular hour worked up to 40
Uniform Allowance:	\$ 0.10625 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** A shift differential of three and a half percent (3.5%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

Professional Association of Court Security Officers

Akal Security, Inc.

Richard C. Humphrey 7-15-04
Signature Date

[Signature] 6/25/04
Signature Date

Professional Association of Court Security Officers

Director. H. R.

Signature

Date

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 6th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Houston, Galveston

Current:

Court Security Officers:	\$ 18.44 / hour
Lead Court Security Officer:	\$ 20.19 / hour
Senior Lead Court Security Officer:	\$ 20.76 / hour
Health & Welfare Allowance:	\$ 2.69 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 20.02 / hour
Lead Court Security Officer:	\$ 20.77 / hour
Senior Lead Court Security Officer:	\$ 21.34 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

This offer is good until 3:00 p.m. Mountain Time on Wednesday, July 13, 2005. After that, it may be withdrawn as business conditions will have changed. Please fax the signed agreement to (505) 747-8438.

Professional Association of Court Security Officers

Akal Security, Inc.

Charles J. Shell 07-14-05
Signature Date

[Signature] 7/14/05
Signature Date
Labor Relations Manager

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Corpus Christi, Victoria

Current:

Court Security Officers:	\$ 20.98 / hour
Lead Court Security Officer:	\$ 21.73 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 21.81 / hour
Lead Court Security Officer:	\$ 22.38 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

This offer is good until 3:00 p.m. Mountain Time on Wednesday, July 13, 2005. After that, it may be withdrawn as business conditions will have changed. Please fax the signed agreement to (505) 747-8438.

Professional Association of Court Security Officers

Akal Security, Inc.

Charles W. Stebbins 07-14-05
Signature Date

[Signature] 7/14/05
Signature Date
Labor Relations Manager

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Southern District of Texas, Professional Association of Court Security Officers:

a) Base Wages

SITE: Laredo, Brownsville, McAllen

Current:

Court Security Officers:	\$ 16.81 / hour
Lead Court Security Officer:	\$ 17.58 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 17.31 / hour
Lead Court Security Officer:	\$ 18.06 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40

This offer is good until 3:00 p.m. Mountain Time on Wednesday, July 13, 2005. After that, it may be withdrawn as business conditions will have changed. Please fax the signed agreement to (505) 747-8438.

Professional Association of Court Security Officers

Akal Security, Inc.

Charles J. Holt 07-14-05
Signature Date

[Signature] 7/14/05
Signature Date
Labor Relations Manager

Appendix A
WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 5th Circuit, Southern District of Texas,
Professional Association of Court Security Officers:

SITE: Houston, Galveston

Current:

Special Security Officer:	\$ 20.02 / hour
Lead Special Security Officer:	\$ 20.77 / hour
Senior Lead Special Security Officer:	\$?? / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40/week

Effective October 1, 2006:

Special Security Officer:	\$ 21.00 / hour
Lead Special Security Officer:	\$ 22.00 / hour
Senior Lead Special Security Officer:	\$ 23.00 / hour
Health & Welfare Allowance:	\$ 3.01 / regular hour paid up to 40/week

Professional Association of Court Security Officers

Akal Security, Inc.

Charles W. Zelt 07-12-06
Signature Date

Sean [Signature] 8/1/06
Signature Date

Appendix A
WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 5th Circuit, Southern District of Texas,
Professional Association of Court Security Officers:

· SITE: Laredo, Brownsville, McAllen

Current:

Court Security Officer:	\$ 17.31 / hour
Lead Court Security Officer:	\$ 18.08 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40/week

Effective October 1, 2006:

Court Security Officers:	\$ 17.83 / hour
Lead Court Security Officer:	\$ 18.58 / hour
Health & Welfare Allowance:	\$ 3.10 / regular hour paid up to 40/week

Professional Association of Court Security Officers

Akal Security, Inc.

Charles Z. Webb 07-12-06

Signature

Date

Sean [Signature]

Signature

8/1/06

Date

Appendix A
WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 5th Circuit, Southern District of Texas,
Professional Association of Court Security Officers:

SITE: Corpus Christi, Victoria

Current:

Special Security Officer:	\$ 21.61 / hour
Lead Special Security Officer:	\$ 22.38 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40/week

Effective October 1, 2006:

Special Security Officer:	\$ 22.00 / hour
Lead Special Security Officer:	\$ 22.80 / hour
Health & Welfare Allowance:	\$ 3.01 / regular hour paid up to 40/week

Professional Association of Court Security Officers

Alcal Security, Inc.

Charles Z. Webb 07-12-06
Signature Date

Sean [Signature] 8/1/06
Signature Date

Northern
Texas

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-316
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Dallas

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers, effective 9/30/2006 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-317
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Randall

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers, effective 9/30/2006 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-318
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Tarrant

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, and union: Professional Association of Court Security Officers, effective 9/30/2002 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-319
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Lubbock

Employed on United States Marshals Service contract for Court Security Officer.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers, effective 9/30/2006 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-320
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Taylor

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers, effective 9/30/2006 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-321
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Tom Green

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Professional Association of Court Security Officers, effective 9/30/2006 through 9/30/2008 and amended on 7/21/2006.

In accordance with Section 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).

AGREEMENT

between

AKAL SECURITY, INCORPORATED

and the

**PROFESSIONAL ASSOCIATION OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS, INCORPORATED
(PACSONDT)**

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPATED, a New Mexico corporation, and its successors, Partners and Assigns hereinafter referred to as the "Employer" or "Company", and. PROFESSIONAL ASSOCIATION OF COURT SECURITY OFFICERS NORTHERN DISTRICT OF TEXAS, INCORPORATED (PACSONDT) hereinafter referred to as the "Association"

ARTICLE I

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The employer hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular part-time court security officers and lead court security officers assigned to the federal courthouses within the jurisdictional boundaries of the United States District Court for the Northern District of Texas, employed by the Company.
- B. The term "employee" when used in this Agreement shall refer to any and all Bargaining Unit members of the Company who are employed as Special Deputy United States Marshals in the capacity of the Federal Court Security Officers in any and all facilities or places that the employees are assigned to perform their functions within the Northern District of Texas. Such employees shall be a part of the Bargaining Unit described in Article 1, Section 1.1 of this Agreement.
- C. The Company shall recognize Union Representatives special status as defined by the National Labor Relations Act and all the Agency's decisions and interpretations and any other protections provided by Federal Law. The Association recognizes these protections do not relieve the Association from good business practices and the common respect normally given in business relations. The Company recognizes the Association representatives have the right to, and may from time to time contact Government representatives at any time during grievances and representing the employee.

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 Association to represent the Employees in collective bargaining negotiations.

SECTION 1.3 STEWARD SYSTEM

The Company agrees to recognize a Steward system should the Association desire to establish such system. The Association shall designate from the Bargaining Unit such representatives as it deems appropriate to serve as Shift Stewards and alternates at work sites. The Association agrees that the representatives 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. The Association shall notify the Site Supervisor of the names of those so elected or appointed.

In the event any disciplinary action, whether written or verbal, is to be taken against any

Bargaining Unit Member if the employee requests, the Company will call for an Association representative prior to any disciplinary action taken. The representative will be released by the supervisor to return back to work if his presence is declined by the employee.

SECTION 1.4 SUPERVISORS AND SALARIED PERSONNEL

Supervisory and salaried employees shall not perform the duties of the employees in the Bargaining Unit, except as necessary to fulfill the work under the US Marshals Service contract.

SECTION 1.5 DUES CHECK-OFF

The Company agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Association from the first paycheck of each month of each member of the Association. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Association. Such authorization may be revoked by the employee upon 30 days' written notice served upon the Company and the Association. 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 Association, as to what the Association membership dues, initiation fees, and service fees are.

The Company will remit all such deductions to the Association Secretary/Treasurer the day the deduction was made via direct deposit unless it is impossible to do so. The Association agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Secretary/Treasurer of the Association with a deduction list, setting forth the name and amount of dues and initiation fees within seven (7) days of each remittance. The Association agrees to hold the Company harmless from any action growing out of these deductions commenced by an Employee and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Association. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Association as a violation of this provision, providing such errors are corrective and corrected when brought to the Company's attention.

The Check-off Authorization Card to be executed and furnished to the Company by the Association and the employees, shall be the official Association Authorization for Check-Off Dues. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.

SECTION 1.6 INTENT OF PARTIES

The Association 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 operation and sound labor relations. The Association 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. Neither the company nor the Association will discriminate against any employee by reason of his/her membership and activity or non-membership or non-activity in the Association. Neither the Company nor the Association will discriminate against any employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status or disability.

The Company and the Association recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Association 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 length of continuous service from the employee's (share-time or full-time) original date of hire as a Special Deputy US Marshal Court Security Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall be used in applying various aspects of this Agreement, including, but not limited to, share-time to full-time, wages, vacation, sick leave, leaves of absence, transfers, order of lay-off and recall, and filling of vacant positions as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Association to the proper Company officials within a reasonable time, each March and September of each contract year. The request for these lists must be made to the Association in writing by the Company. The updated and current Seniority List shall be posted and maintained by the Association at each work location. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Association President no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address or phone 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 one hundred eighty (180) days shall lose his/her seniority. If he/she returns to the Bargaining Unit at a later date his/her seniority will start on that return date.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary employees will be considered probationary for a one hundred eighty (180) day period after their hire date. The Association will still represent Probationary employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, layoffs or discharge of Probationary employees without recourse to the grievance procedure. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The one hundred eighty (180) 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.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Time-share employees will be notified in writing at their last known address of positions available. Should such notification be done telephonically, the Association President will verify that the Site Supervisor made the call of notification. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled under this Article as well. Any employee who wishes to apply for the open position shall do so in writing. Vacancies will be filled by seniority as described in Article 2. Vacancy postings and vacancy notifications will be site specific, i.e., only employees at the site where the vacancy occurs will be required to be notified.

SECTION 3.1A SHARE-TIME EMPLOYEES/PART-TIME EMPLOYEES

Share-time employees/Part-time employees positions will be filled by seniority as described in Section 3.1

SECTION 3.1B LAYOFF AND RECALL

If Layoffs are required as a result of budgetary cutbacks or changes in services, the criteria for determining the ranking of layoffs shall be based on reverse seniority (newest employee laid off first, etc.), and not on any appointed position or performance system. Recall of employees will be accomplished by calling the last laid off employee first and so on.

SECTION 3.2. TEMPORARY VACANCIES

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.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 4.1

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 solely exercise in its discretion and which might otherwise be sources of potential controversy, these rights being:

1. The right to determine, direct and change the work operations and work force of the Company;
2. 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; not to be used to erode the Bargaining Unit;
3. 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;
4. The right to determine and change the location and operations of all Company projects and facilities;
5. The right to determine the type of services to be rendered, and the manner in which such services are to be performed;
6. 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;
7. The right to sell, lease, shut down or otherwise dispose of all or any part of the Company's assets or business operations;
8. The right to introduce changes in methods of operation, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations;
9. 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/her principal duties. These job descriptions will be provided to the Association and the Association given the chance to comment before implementations;
10. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign work;
11. The right to make and enforce reasonable 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 Association, during which time the Association 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.
12. The right to hire, promote, transfer, lay off and discharge Employees for cause covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred, laid off or discharged for cause in accordance with the terms of the

Labor Agreement.

SECTION 4.2 MEMBER RIGHTS

1. Definition of Discipline

Discipline is defined as any action taken against a member by the Employer that may affect working conditions, hours or wages, including written reprimands. A copy of all disciplinary actions taken shall be forwarded to the Association at the location the action is taken.

2. Application of Discipline

When the Employer decides from known and obvious facts, minor infractions such as uniform or personal appearance violations are observed, then on-the-spot admonishments are warranted. When it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner, with due regard for the circumstances of the individual case.

3. Criminal Investigations

AKAL has the authority to authorize a criminal investigation on any employee. It is not the intent of this Article to prohibit AKAL's authority in these matters. The Employer/Employee relationship shall be nonexistent and this Article shall not apply until a conclusion of said investigation is reached. If upon reaching a conclusion of the criminal investigation the company determines that the possibility of discipline in an Employer/Employee relationship may exist, AKAL may conduct an Administrative Investigation. Should the company determine that discipline is necessary; the decision shall be based on the Administrative investigation.

4. Personnel Files

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member. Each employee shall receive one copy of any document placed in the file, upon their request.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Association Member, except that this grievance procedure shall not be used for any disciplinary action directed by the US Marshals Service or by judicial personnel. 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 Company shall provide to the Association in writing the name or names of the person or persons ordering and issuing the directives, and the reason for issuing the directives. 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.

If the association investigates a grievance, and requests information from the Company to support claims of the investigation, the grievance time table shall stop until the information is received by the association. The Company shall take no more than ten (10) days to provide the information.

Any grievance involving discharge or other discipline may be commenced at Step 2.

SECTION 5.3 GRIEVANCE PROCEDURE

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

A. Step One

Both the Company and the Association agree that the employee will first discuss his/her complaint with the Site Supervisor. If during the course of this discussion either the employee or the supervisor deems it desirable, a Steward or other Association representative will be called in. If the complaint is not satisfactorily adjusted within five (5) days of the informational discussion, it may be submitted in writing to the Contract Manager in accordance with Step 2. The Site supervisor must advise the Association of his/her decision.

B. Step Two

If the matter is not resolved, the grievance shall, not later than fifteen (15) days after the informal discussion with the site supervisor, be reduced to writing, setting forth the facts in detail, and specifying the Article and paragraph allegedly violated, and signed by the aggrieved employee and the Association representative, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have fifteen (15) 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. The Association and the Contract Manager, personally or telephonically, may meet to resolve the grievance.

C. Step Three

Grievances processed in accordance with this section that remain unsettled may be processed to arbitration by the association giving the company's Director of Human Resources or his/her designee, written notice of its desire to proceed to arbitration no later than 15 days after final rejection of the grievance. The parties agree to hold a pre-arbitration hearing requiring a senior manager of the company, not a subject of the grievance, and the Association President or designee to make a final effort to settle the grievance before arbitration. The parties agree to meet telephonically.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

A. Selection of an Arbitrator

Within fifteen (15) days of receipt of the Association's written notice to proceed with arbitration, the Company and the Association will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Association will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

B. Decision of the Arbitrator

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

C. Arbitration Expense

The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. 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.

D. Time Limits

The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

The Association shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step 2 of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

No Employee shall be dismissed or suspended without just cause. The Association has the right to grieve or arbitrate all employees that are disciplined except for cases when the Company is acting under the directive of the US Marshals Service or any member of the judiciary. The Company must provide to the Association in writing that the action taken is under the direction of the US Marshals Service or any member of the judiciary and who is the person or persons taking such action, and the reason for taking such action.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purpose of this Article, eight (8) consecutive hours of service excluding an unpaid paid thirty (30) minute lunch period shall constitute a normal working day for full-time employees. The normal work week for full-time employees shall be five (5) work days (Monday-Friday) within a consecutive seven (7) day work week. Shifts shall be scheduled at the discretion of the Employer.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an employee's base rate of pay shall be paid for all hours worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME DISTRIBUTION

Seniority shall be used in the assignment of overtime. Overtime will be distributed on a rotation basis as equitably and fairly as practicable among employees regularly assigned to the particular work location (including: time-share employees/part-time employees. Excluding: Supervisors cannot do CSO overtime positions/posts except in emergency situations, when directed by the US Marshal Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime). The Company will not permit supervisors to work overtime assignments when there is a Bargaining Unit member available. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Association by the Company upon request.

SECTION 7.4 TIME SHARE EMPLOYEES

Hours of work for the time-share employees shall be determined by the Employer, to insure the

orderly and efficient operation of court security services.

SECTION 7.5 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch for each six (6) 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 work requirements, Employees may have to work through these rest periods and they will be compensated for hours worked at their regular hourly rate.

SECTION 7.6 CALL-IN PAY

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

SECTION 7.7 SHIFT BIDDING (Dallas only)

In the event shift bidding is implemented, it will take place during the first week of January and will be implemented at the beginning of the first pay period in February. At least once each year, full-time Employees and Shared Employees at each location may bid their shift schedules among designated full-time assignments or shared assignments in the order of seniority. It is understood by both parties that this Section will not apply to US Marshals Service or judicial assignments and all bidding will be conditional upon US Marshals Service acceptance. Employees assigned to judiciary assignments will not be eligible to bid shifts.

SECTION 7.8 SHIFT ROTATION

All assignments will be conducted on a rotating basis unless otherwise directed by the US Marshals Service. Shift rotation will be determined by the Site Supervisor based upon the needs of the US Marshall Service.

ARTICLE 8

WAGES

SECTION 8.1 WAGE SCHEDULE

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

SECTION 8.2 PAYDAY

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

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made from the date the error occurred.

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, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Employee birth day to be used in the month the Birthday occurs and one floating holiday to be used with 7 days written notice from the employee. Any day declared by the President of the United States or the United States Congress as a permanent national holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday.
- B. Any full-time employee who is called in to work on a holiday shall receive the employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- C. Any regular shared-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 four (4) hours of holiday pay or pay based on hours paid the week prior, or whichever is greater.
- D. Time-share employees who are not required to work on a holiday shall receive four (4) hours of holiday pay or pay based on hours paid the week prior, or whichever is greater.
- E. Time-share employees regularly working 40 hours per week will receive full benefits while the situation continues.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of 1 year of service:	104 hours
Upon completion of 3 years of service:	144 hours
Upon completion of 10 years of service:	184 hours
Upon completion of 15 years of service:	200 hours

SECTION 10.1a AN ELIGIBLE PART-TIME EMPLOYEES

Eligible part-time employees shall be entitled to vacation pay at their individual hourly rate. They will be entitled to one-half the amount of a full-time employee or prorated vacation per the schedule contained in Section 10.1, based on: their individual hourly rate the number of hours paid in the previous year, and the employee's anniversary date or whichever is greater. In instances where only one employee is filling a time share position that employee shall receive the full amount of vacation days or pay.

SECTION 10.2 SCHEDULING VACATIONS

A. On or before January 1st of each calendar year, a seniority list will be provided by the LCSO at each site. This list will be posted in a location accessible to all employees. The Association will coordinate the vacation scheduling process.

B. In order of seniority, each employee shall schedule his first choice of vacation dates by January 15th ("First Round Schedule"). Upon completion of the First Round Schedule each employee shall schedule his second choice of vacation dates by February 1st ("Second Round Schedule"). Upon completion of the Second Round Schedule, each employee shall schedule his third choice of vacations dated by February 15th ("Final Round Schedule").

C. Any subsequent changes will be by mutual consent of employees whose vacation schedules are affected. No employee shall be entitled to 'bump' another employee from his scheduled vacation for any reason.

D. Any employee who does not schedule by the deadline for a particular round of scheduling will lose his/her choice for that round.

E. Vacation will be bid in 8 hour increments.

SECTION 10.3 PAY OPTIONS

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

SECTION 10.4 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e. anniversary, date of employment) or upon termination of employment will be cashed out and paid to the employee within 10 days of anniversary date or date of termination.

SECTION 10.5 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 10.6 VACATION INCREMENTS:

With 30 days or less notice, vacation hours may be used in one (1) hour increments.

ARTICLE 11

LEAVES

SECTION 11.1 LIMITATIONS

Personal leaves of absence not to exceed thirty (30) calendar days may be granted at the discretion of the employer without loss of seniority to the employee.

SECTION 11.2 MEDICAL LEAVE

An employee shall be granted a medical leave of absence for a specified period not to exceed three (3) months, provided the employee's disability is made known to the employer in accordance with the provisions of this Article, is supported by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. This period may be extended beyond the three (3) months at the discretion of the employer. During such leave, the employee shall be required to furnish a similar report from the doctor when requested periodically by the employer. Upon the expiration of said leave, the employee shall furnish the employer with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work.

SECTION 11.3 MILITARY LEAVE

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

SECTION 11.4 ASSOCIATION LEAVE

An Association officer or delegate will be granted a leave of absence upon written request for the purpose of attending Association conventions or other meetings of vital interest to the Association. The maximum number of days given for Association leave is not to exceed five (5) days per contract year. And the maximum number of Association officers or delegates to be granted leave of absence is not to exceed three (3).

SECTION 11.5 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family the Company will grant five (5) days paid funeral leave to the employee for the purpose of attending the funeral if the employee requests such leave from his/her supervisor.

The period of funeral leave granted is five full-time or shared-time working days. Immediate family is defined as an employee's spouse, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster parent, legal guardian, grandparent, grandchild or in loco parents.

SECTION 11.6 FAMILY MEDICAL LEAVE

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

SECTION 11.7 PERSONAL LEAVE

Each full-time employee shall be eligible to earn a maximum of six (6) days of personal leave per full contract year. Personal days shall be paid when taken by the employee. Personal days may be used in one (1) hour increments with advance notice to the contractor. Unused personal hours shall be cashed out and paid by the employer within 10 days of the end of the contract year at the employee's individual hourly rate.

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 PROCESSING LEAVE OF ABSENCE

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

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

1. The reason for such leave;
2. The effective date of such leave;
3. The estimated date of return to work.

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

C. If the request for the leave of absence is approved, 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, except in case of emergency, prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.10 JURY DUTY

The company will comply with all State and Federal regulations regarding employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to five (5) days spent on jury duty.

11.11 LEAVE WITHOUT PAY

An employee with no personal leave in the bank may be granted, upon written request (local form) up to 2 days leave without pay with the approval of the site supervisor. Approval may be obtained telephonically by a LCSO or Acting LCSO.

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 in cash 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 1st every contract year.

SECTION 12.2 MINIMUM BENEFITS

The amounts required by Section 12.1 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 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

Please see appendix A

SECTION 12.5 LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT

The Company shall pay \$.04 per hour worked (excluding overtime) into an Association insurance trust fund ("Fund"). The Association agrees to provide information for payment of such

contributions to this Fund or to a third party administrator no later than three (3) months of the date of this Agreement. The Association agrees to indemnify and hold harmless the Company from any acts or omissions in the administration of this fund. This shall be effective through the life of the contract.

SECTION 12.6 DISABILITY INSURANCE

Group Disability Insurance shall be offered to and costs borne by those employees of the Company who desire it through a group plan of an insurance company of the Company's choice, subject to plan minimum participation requirements. This shall be made available within the first three (3) months.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Company will provide a bulletin board which will be used by the Association for posting notices of meetings, elections, appointments, recreational and social affairs, and other Association notices.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations in full that are required by the Company, for time spent taking the exam and for travel expenses to and from the exam (such as mileage at the current mileage rate). The Employer shall also pay for all follow-up physical examinations required by the Company or the US Marshals Service. All expenses for follow-up exams exceeding four hundred dollars (\$400) must be pre-approved by the Company.

SECTION 13.3 TRAVEL EXPENSE

The Company will provide travel expenses up-front if requested by an employee. Any hours to include travel over twelve (12) hours, will require the employee stay overnight and the appropriate per diem will be paid. All hours, in travel will be counted as work hours with the appropriate overtime wages provided for this Agreement employees will be reimbursed for all expenditures of any travel within ten (10) days from the day employee submits travel voucher to Employer.

Per Diem

Government travel rates for the local will apply.

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.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs.

ARTICLE 14

401(k) PLAN

SECTION 14.1 401(k) PLAN

The company shall provide a 401(k)-plan for Court Security Officers, whether Association or Non-Association employees shall be subject to 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.

ARTICLE 16

SAFETY

SECTION 16.1 SAFETY POLICY

It is the policy of the Company to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) Bargaining Unit member selected by the Association to participate in any 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

Both the Company and the Association agree that continuity of operations is of utmost

importance to the Companies operations; therefore, the Association and the Company agree that there will be no strikes; lockouts; work stoppages; illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement.

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 remain in full force and effective.

ARTICLE 19

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reach by the parties are set forth in this Agreement.

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

ARTICLE 20

DURATION

This Agreement shall be effective upon its execution by both parties and supersedes any and all prior agreements or understandings between the parties. The agreement shall commence at 11:45 p.m. on September 30, 2006 and shall remain in force until 2400 hours on September 30, 2008.

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:
PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS
BY: W. J. Helms
TITLE: V.P.
DATE: 7-21-06

FOR:
PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS
BY: [Signature]
TITLE: V.P.
DATE: July 21, 2006
BY: [Signature]
TITLE: _____
DATE: 7-21-06

FOR:
AKAL SECURITY, INC.
BY: [Signature]
TITLE: Director, Human Resources
DATE: July 21, 2006

FOR:
AKAL SECURITY, INC.
BY: [Signature]
TITLE: Labor Relations Manager
DATE: 7/21/06
BY: [Signature]
TITLE: Site Supervisor
DATE: 7/21/06

APPENDIX A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for Professional Association of Court Security Officers, Northern District of Texas, (PACSONDT).

Base Wages

Site: Fort Worth, Dallas TX

Current:

Court Security Officers:	\$21.03/hour
Lead Court Security Officer:	\$22.03/hour
Sr. Lead Court Security Officer:	\$22.28/hour
Health and Welfare Allowance:	\$2.87/regular hour paid up to 40
Uniform Allowance:	\$0.11/regular hour worked up to 40

Effective October 1, 2006

Court Security Officers:	\$22.18/hour
Lead Court Security Officer:	\$23.38/hour
Sr. Lead Court Security Officer:	\$23.63/hour
Health and Welfare Allowance:	\$3.30/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Effective October 1, 2007

Court Security Officers:	\$**/hour
Lead Court Security Officer:	\$**/hour
Sr. Lead Court Security Officer:	\$**/hour
Health and Welfare Allowance:	\$**/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Site: Amarillo, Lubbock, Abilene, San Angelo, TX

Current:

Court Security Officers:	\$16.92/hour
Lead Court Security Officer:	\$17.67/hour
Health and Welfare Allowance:	\$2.87/regular hour paid up to 40
Uniform Allowance:	\$0.11/regular hour worked up to 40

Effective October 1, 2006

Court Security Officers:	\$17.87/hour
Lead Court Security Officer:	\$19.07/hour
Health and Welfare Allowance:	\$3.30/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Effective October 1, 2007

Court Security Officers:	**/hour
Lead Court Security Officer:	**/hour
Health and Welfare Allowance:	**/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40


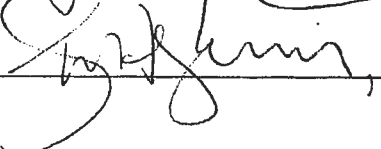
****(A)** The parties agree that either party may reopen negotiations for amendments to Appendix A, Health & Welfare Allowance and Wages at any time after April 1, and before April 21, by giving written notice to the other party. The Company and the Association shall meet as often as needed in an attempt to agree on Health & Welfare and Wage increases. Any final agreement resulting from said negotiations before May 1 shall be incorporated into the terms of the CBA for the following contract year. If the parties fail to reach agreement after May 1, the existing dispute shall be submitted to Expedited Arbitration in accordance with the terms of the following section (B) below. All provisions of this Agreement shall remain in force during the terms of the negotiations and any resulting arbitration for the remainder of the terms of this Agreement.

(B) Expedited Arbitration Process for Wage and Health & Welfare Reopen.

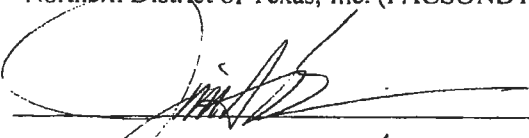
- 1) Either party shall give written notice to the other by May 16 of its intent to invoke Expedited Arbitration.
- 2) The parties shall submit, by May 21, to the Federal Mediation and Conciliation Service (FMCS) a joint Request for Arbitration Panel (Form R-43) indicating "Expedited Arbitration". The Office Arbitration Services (OAS) will then refer a panel of arbitrators.

- 3) The parties shall mutually agree upon an arbitrator by June 1. If the parties are unable to agree on an arbitrator by June 1, the parties consent to a direct appointment by the OAS of an arbitrator not on the original panel.
- 4) The parties and the arbitrator will schedule a hearing to be held no later than July 1. The hearing will be conducted within one (1) day.
- 5) The decision of the arbitrator will be final and binding , and will be incorporated into the Agreement within five (5) days of the decision.
- 6) In accordance with Article 5 of this agreement, any additional arbitrator's fees and expenses for Expedited Arbitration shall be shared equally between the Company and the Association.

AKAL Security, Inc.

 Labor Relations Mgr. Date: 7/21/06
, President, H.R. Date: July 21 / 2006

Professional Association of Court Security Officers
 Northern District of Texas, Inc. (PACSONDT)

 Date: July 21, 2006
W. J. Hellum Date: 7-21-06

Southern
Mississippi

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-312
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Mississippi

Area: Hinds

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Court Security Officers of the Southern District of Mississippi, effective 10/1/2006 through 9/30/2009 and amended on 8/8/2006.

In accordance with Section 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).

Master Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

Court Security Officers of the Southern District of Mississippi Facilities

Jackson, Mississippi

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and Court Security Officers of the Southern District of Mississippi Facilities, Jackson, MS, hereinafter referred to as the "Union".

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 USMS credentialed court security officers (CSOs), special security officers, lead court security officers, and special 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 United States Marshals Service for security within the jurisdictional boundaries of the Southern District of Mississippi, in the city of Jackson, MS, 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 Article 1, Section 1.1 of this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE

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

SECTION 1.3 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 Article 5 of 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 1.4 MANAGERS AND SALARIED PERSONNEL

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

SECTION 1.5 DUES CHECK-OFF

The Company agrees to deduct monthly dues and lawful assessments 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 receipt of written authorization from the Employee on a form provided by supervision or the Union. The Employee upon 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.

The Company will remit all such deductions to the Financial Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues 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.

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 Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

SECTION 1.6 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 operation. 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

Union seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within the jurisdictional boundaries of Jackson, MS, as a Special Deputy US Marshal Court Security Officer for the Employer, past or present and/or any predecessor Employer. 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, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose his/her union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Company to the proper Union officials within a reasonable time, upon written request by the Union, each March and September of each contract year. The Union President or the President's designated representative must make the request for these lists to the Company in writing. The updated and current Seniority List shall be posted and maintained by the Company at each work location. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

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

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her union seniority. If he/she returns to the bargaining unit at a later date, his/her 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 US Marshals Service 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; or the Government terminates the Employee's credentials as a Special Deputy Marshal, or the Employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- e) Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees at the site where an opening occurs will be notified in writing at their last known address. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee, who will be trained if required to fill any necessary qualifications for the new position.

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

SECTION 3.1A SHARED POSITION EMPLOYEES

Shared positions will be filled as described in Section 3.1

SECTION 3.1B LAYOFF AND RECALL

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

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, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement; to the extent feasible the assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement.

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

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. 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 the business in accordance with its judgement.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any 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 not in the bargaining unit within five working (5) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

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

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

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

SECTION 5.4 ARBITRATION PROCEDURE

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

Pre-Arbitration Hearing - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and 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 alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

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

Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISMISSAL

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or

terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs and all employees are required to comply with these standards.

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. Employees working a minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. 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

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. Seniority 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.

Excluding: Site Supervisors cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when directed by the US Marshal Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.

SECTION 7.5 SHARED POSITION EMPLOYEES

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

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, 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 three (3) hours of work or pay.

SECTION 7.8 SHIFT BIDDING

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

ARTICLE 8

WAGES

SECTION 8.1 WAGE SCHEDULE

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

SECTION 8.2 PAYDAY

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

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made from the date the error occurred.

SECTION 8.4 LEAD CSO RATES

If additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid a premium to the current CSO rate. The amount of premium to be paid a new Lead CSO will be negotiated between the Company and the Union at the time of promotion or determination of the position.

ARTICLE 9

HOLIDAYS

SECTION 9.1. HOLIDAYS DEFINED

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

New Year's Day	Martin Luther King Jr's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2A.

C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to 8 hours based on their average weekly hours for the previous four weeks' work.

D. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2A above shall be paid a proration of the full-time benefit based on their average weekly hours for the previous four weeks' work.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of twelve (12) years of service:	160 hours

SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous contract year.

SECTION 10.2 SCHEDULING VACATIONS

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

The Employer will recognize union seniority when scheduling Employees for vacation 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.

SECTION 10.3 PAY OPTIONS

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

SECTION 10.4 UNUSED VACATION

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

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

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 legally accrued but unused vacation time, 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 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.

SECTION 11.2 MEDICAL LEAVE

An Employee shall be granted an unpaid medical leave of absence for a specified period not to exceed 16 weeks within a 12-month period. Employee's disability must be made known to the Employer in accordance with the provisions of this Article, and be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job.

The 16-week period may be extended at the discretion of the Employer. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a

statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

SECTION 11.3 MILITARY LEAVE

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

SECTION 11.4 UNION LEAVE

A Union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the United Government Security Officers of America. The maximum number of days given for union leave is not to exceed five (5) days per contract year and the maximum number of union officers or delegates to be granted leave of absence is not to exceed two (2) Employees per Local Union.

SECTION 11.5 FAMILY MEDICAL LEAVE

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

SECTION 11.6 PERSONAL LEAVE

Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave (forty-eight hours) 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 rate (see Personal Leave Eligibility Table next page):

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

- 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 Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

- E. 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. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.7 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 Site Supervisor 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 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to three (3) days spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to three (3) days paid bereavement leave per full 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 Lead CSO, whenever possible, of the need for bereavement leave.

SECTION 11.10 GENERAL PROVISIONS

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

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 MINIMUM BENEFITS

The amounts required by Section 12.1 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 \$62.50 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes.

SECTION 12.5 GROUP DISABILITY INSURANCE

The Company agrees to deduct any fees or premium payments and lawful assessments designated by the Union for a Group Disability Insurance plan set up by and administered by the Union from the first paycheck of each month of each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Union. Such authorization may be revoked by the Employee upon 30 days' written notice served upon the Company and the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to amount of fees, and any other costs for this insurance.

The Company will remit all such deductions to the International Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. All costs related to direct deposit would be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the International Secretary/Treasurer with a deduction list, setting forth the name and amount of fees, and any other costs for this insurance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be

considered by the Union as a violation of this provision, providing such errors are corrective and corrected when brought to the Company's attention.

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 insurance deductions. The Company shall accept no other form unless the parties mutually agree to a substitute.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

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

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians.

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 approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. 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.

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 Union or Non-Union. 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

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

Upon hearing of any unauthorized strike, slowdown, stoppage or work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

SECTION 17.2 LOCKOUTS

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

ARTICLE 18

SEPARABILITY OF CONTRACT

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

ARTICLE 19

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties 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. A copy of a written directive covered by this provision shall be provided to the International UGSDA president upon request.

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 from 11:45 pm September 30, 2002 through September 30, 2006 and supersedes any and all prior agreements or understandings between the 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:
COURT SECURITY OFFICERS OF THE SOUTHERN
DISTRICT OF MISSISSIPPI FACILITIES
Jackson, Mississippi

BY: Shelby Rumsfeld

TITLE: C50

DATE: 7-24-02

FOR:
AKAL SECURITY, INC.

BY: Dev Group Chalon

TITLE: Corporate Operations Officer

DATE: 7/23/02

FOR:
COURT SECURITY OFFICERS OF THE SOUTHERN
DISTRICT OF MISSISSIPPI FACILITIES

BY: _____

TITLE: _____

DATE: _____

FOR:
AKAL SECURITY, INC.

BY: _____

TITLE: _____

DATE: _____

APPENDIX "A"

WAGE SCHEDULE

Listed below are the Wages and Benefits for the Employees in the 5th Circuit for the Southern District of Mississippi, Court Security Officers of the Southern District of Mississippi Facilities in Jackson, Mississippi.

Base Wages & Benefits:

(1) Current until September 30, 2002:

- | | |
|-------------------------------------|-----------|
| a) Court Security Officers: | \$13.84 |
| b) Lead Court Security Officer # 1: | \$15.18 |
| c) Lead Court Security Officer # 2: | \$14.42 |
| d) Health & Welfare Allowance: | \$2.00 |
| e) Uniform Allowance: | \$0.10625 |

(2) Effective October 1, 2002:

- | | |
|-------------------------------------|----------------------|
| a) Court Security Officers: | \$14.39 |
| b) Lead Court Security Officer # 1: | \$15.79 |
| c) Lead Court Security Officer # 2: | \$15.00 |
| d) Health & Welfare Allowance: | per WD as of 10/1/02 |
| e) Uniform Allowance: | \$0.10625 |

(3) Effective October 1, 2003:

- | | |
|-------------------------------------|----------------------|
| a) Court Security Officers: | \$14.89 |
| b) Lead Court Security Officer # 1: | \$16.34 |
| c) Lead Court Security Officer # 2: | \$15.53 |
| d) Health & Welfare Allowance: | per WD as of 10/1/03 |
| e) Uniform Allowance: | \$0.10625 |

(4) Effective October 1, 2004:

- | | |
|-------------------------------------|----------------------|
| a) Court Security Officers: | \$15.34 |
| b) Lead Court Security Officer # 1: | \$16.83 |
| c) Lead Court Security Officer # 2: | \$16.00 |
| d) Health & Welfare Allowance: | per WD as of 10/1/04 |
| e) Uniform Allowance: | \$0.10625 |

WAGE SCHEDULE
(Continued)

(5) Effective October 1, 2005:

- | | |
|-------------------------------------|----------------------|
| a) Court Security Officers: | \$15.80 |
| b) Lead Court Security Officer # 1: | \$17.33 |
| c) Lead Court Security Officer # 2: | \$16.48 |
| d) Health & Welfare Allowance: | per WD as of 10/1/05 |
| e) Uniform Allowance: | \$0.10625 |

Court Security Officers of the Southern District of Mississippi
Facilities, Jackson, Mississippi

Shelly Burns
CSO 7-24-02

Akal Security, Inc.

DSS Dev Group K. K. Halse
Corporate Operations Officer 7/24/02

*Southern District of Mississippi
Jackson, MS*

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement between Akal Security, Inc. and Court Security Officers of the Southern District of Mississippi Facilities (Jackson, MS).

The health & welfare rate effective 10/1/02 through 9/30/03 is \$2.15 per hour.

The health & welfare rate for the remaining years of this agreement to be effective 10/1/03 - 9/30/04, 10/1/04 - 9/30/05 and 10/1/05 - 9/30/06 shall be subject to a renegotiation to be conducted between June 1 and July 31 of each corresponding government contract year through the end of this agreement.

Akal Security, Inc.

[Signature]
Corporate Operations Officer
8/13/02

Court Security Officer of the Southern District of Mississippi Facilities

[Signature]
C.S.O.
8/13/02

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and the Court Security Officers of Mississippi Facilities A & G (Jackson).

The health and welfare rate effective 10/1/03 through 9/30/04 is \$2.36 per hour.

Court Security Officers of Mississippi
Facilities A & G (Jackson)

Sally Bunsie

Akal Security, Inc.

Janet Gunn
Director, H.R.

6/9/03

5-8MS-Jackson

LETTER OF UNDERSTANDING

June 1, 2004


Akal Security's new, revised proposal for the health and welfare rates is \$2.69 per regular hour paid up to 40 hours per week for the fiscal year starting October 1, 2004 and ending September 30, 2005.

Beginning October 1, 2004, in replacement of the shoe allowance, Akal Security will be issuing regulation shoes to each CSO as part of the required uniform.

This offer is good until Wednesday, June 9, 2004. After that time, this offer will be withdrawn due to the fact that our business circumstances will have changed.

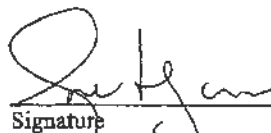
If in agreement, please sign below and return by fax if necessary to (505) 747-0382 before 3 p.m. Mountain Standard Time on June 9, 2004.

CSO's of the Southern District of
Mississippi Facilities


Signature

CSO 6/09/04
Title Date

Akal Security Inc.


Signature

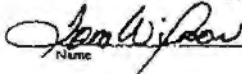
Director, H.R. 6/6/04
Title Date

Letter of Understanding


Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and the Court Security Officers of the Southern District of Mississippi Facilities:

The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

Court Security Officers of the Southern
District of Mississippi Facilities


Name
CSO
Title
6/27/05
Date

Akal Security, Incorporated


Name
Labor Relations Manager
Title
6/27/05
Date

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 5th Circuit Southern District of Mississippi Court Security Officers of the Southern District of Mississippi

SITE: Jackson

Current:

Court Security Officer	\$ 15.80 / hour
Lead Court Security Officer #1	\$ 17.53 / hour
Lead Court Security Officer #2	\$ 16.48 / hour
Health & Welfare Allowance	\$ 2.27 / regular hour paid up to 40/week

Effective October 1, 2006:

Court Security Officer	\$ 16.43 / hour
Lead Court Security Officer #1	\$ 18.02 / hour
Lead Court Security Officer #2	\$ 17.14 / hour
Health & Welfare Allowance	\$ 3.12 / regular hour paid up to 40/week

Effective October 1, 2007:

Court Security Officer	\$ 17.09 / hour
Lead Court Security Officer #1	\$ 18.74 / hour
Lead Court Security Officer #2	\$ 17.82 / hour
Health & Welfare Allowance	\$ / regular hour paid up to 40/week

Effective October 1, 2008:

Court Security Officer	\$ 17.77 / hour
Lead Court Security Officer #1	\$ 19.49 / hour
Lead Court Security Officer #2	\$ 18.54 / hour
Health & Welfare Allowance	\$ / regular hour paid up to 40/week

"The parties agree that either party may reopen negotiations for Amendments to "Health and Welfare Allowance", at anytime after May 1st, and before June 1st, by giving written notice to the other party. Any final agreement resulting from said negotiations shall be incorporated into the terms of the agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this agreement shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the agreement.

CSO of the Southern District of Mississippi

Asat Security, Inc.

	7-18-06		7/31/06
Signature	Date	Signature	Date

Director, H.R.

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
COURT SECURITY OFFICERS OF THE SOUTHERN
DISTRICT OF MISSISSIPPI FACILITIES
Jackson, Mississippi

BY: 

TITLE: C.S.O.

DATE: 7-18-06

FOR:
AKAL SECURITY, INC.

BY: 

TITLE: H. R. Director

DATE: 7/31/06

FOR:
COURT SECURITY OFFICERS OF THE SOUTHERN
DISTRICT OF MISSISSIPPI FACILITIES

BY: _____

TITLE: _____

DATE: _____

FOR:
AKAL SECURITY, INC.

BY: _____

TITLE: _____

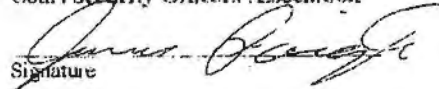
DATE: _____

LETTER OF UNDERSTANDING

IT IS AGREED between Akai Security, Inc. and the Southern District of Mississippi Federal Court Security Officers Association that:

The parties agree that all other terms and conditions of the existing collective bargaining agreement shall remain in full force and effect through September 30, 2009.

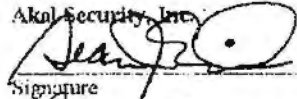
Southern District of Mississippi, Federal
Court Security Officers Association


Signature

JAMES PAGE
Name

CSO - COLLECTIVE BARGAINING AGENT
Title

8-8-06
Date

Akai Security, Inc.

Signature

Sean Engelin
Name

Labor Relations Manager
Title

8-8-06
Date

Northern
Mississippi

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-309
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Mississippi

Area: Lafayette

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Court Security Officers of the District of No. Mississippi, effective 9/30/2006 through 10/1/2009 and amended on 8/22/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-310
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Mississippi

Area: Washington

Employed on United States Marshals Services contract for Court Security Officer.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Court Security Officers of the District of No. Mississippi, effective 10/1/2002 through 9/30/2006 and amended on 8/22/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-311
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Mississippi

Area: Monroe

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: Court Security Officers of the District of No. Mississippi, effective 9/30/2006 through 10/1/2009 and amended on 8/22/2006.

In accordance with Section 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

NORTH MISSISSIPPI COURT SECURITY OFFICERS ASSOCIATION

Court Security Officers of the District of Northern Mississippi

PREAMBLE

THIS AGREEMENT is made and entered by and between Akal Security, Incorporated, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company", and the North Mississippi Court Security Officers Association, hereinafter referred to as the "Association."

MISSION STATEMENT COURT SECURITY OFFICER

- Ensure the safety of US Federal Courts, Protected Government facilities and their employees against unauthorized, illegal and potentially life threatening activities.
- Cadres of Qualified and highly skilled officers perform this mission.

CSO GOAL & VISION

GOAL

To conduct ourselves in a manner as to bring upon the Court Security Officer and Special Security Officer program and the United States Marshal Service at all times.

VISION

To be alert to all situations and events that take place and take necessary measures to prevent dangerous situations from happening.

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The employer hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular shared position and Lead Court Security Officers assigned to the Federal Courthouses within the jurisdictional boundaries of the United States Court for Northern District of Mississippi, employed by the Company.
- B. The term "Employee" when used in this agreement shall refer to any and all Bargaining Unit members of the Company who are employed as Special Deputy United States Marshals in the capacity of Federal Court Security Officers in an and all facilities or places that the employees are assigned to perform their functions within the Northern District of Mississippi. Such employee shall be part of the Bargaining Unit described in Article 1 Section 1.1 of this agreement.
- C. The Company shall recognize Union representatives special status as defined by the National Labor Relations Act and all the Agency's decisions and interpretations and any other protections provided by Federal Law. The association recognizes these protection to not relieve the Association for good business practices and the common respect normally given in business relations.

SECTION 1.2 NEGOTIATING COMMITTEE

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

SECTION 1.3 STEWARD SYSTEM

The Company agrees to recognize a steward system.

The Association 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 Article 5 of 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 pay a single steward for up to one half hour (1/2 hour) 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 under the US Marshals Service contract..

SECTION 1.5 DUES CHECK-OFF

The Company agrees to deduct monthly dues and lawful assessments as designated by the Association on a monthly basis from the paycheck of each member of the Association. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Association. The Employee upon 30 days' written notice served upon the Company and the Association 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 Association, as to what the Association membership dues are.

The Company will remit all such deductions to the Financial Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. All costs related to direct deposit will be borne by the Association. The Association 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 and initiation fees within seven (7) days of each remittance. The Association 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 Association. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Association as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

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

SECTION 1.6 INTENT OF PARTIES

The Association 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 operation. The Association 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 Association. Neither the Company nor the Association will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, or disability.

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

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

Association seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within the District of Northern Mississippi as a Special Deputy US Marshal Court Security Officer for the Employer, past or present and/or any predecessor Employer. 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, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose his/her Association seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Company to the proper Association officials within a reasonable time, upon written request by the Association, each March and September of each contract year. The Association President or the President's designated representative must make the request for these lists to the Company in writing. The updated and current Seniority List shall be posted and maintained by the Company at each work location. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

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

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than one hundred and eighty (180) days shall lose his/her Association seniority. If

he/she returns to the bargaining unit at a later date, his/her 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 Association 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.

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; the Government terminates the Employee's credentials as a Special Deputy Marshal, or the Employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- e) Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees at the site where an opening occurs will be notified in writing at their last known address. The Site Supervisor will notify the Association President in writing of such openings. The Association President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee, who will be trained if required to fill any necessary qualifications for the new position.

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

SECTION 3-1A SHARED POSITION EMPLOYEES

Shared positions will be filled as described in Section 3.1

SECTION 3.1B LAYOFF AND RECALL

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

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, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement; to the extent feasible the assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement.

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

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. 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 the business in accordance with its judgment.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Association Employee, except that this grievance procedure shall not be used for any 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 Association agree that the Employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit within five working (5) days of the incident being, grieved to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Association representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

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

(10) days from the date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.

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

Grievance for Discipline - Any grievances 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 eighteen (18) days after the occurrence of the facts giving rise to the grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

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

Selection of an Arbitrator - Within fifteen (15) days of receipt of the Association's written notice to proceed with arbitration, the Company and the Association will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Association will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

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

Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Association. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

The Association shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISMISSAL

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs and all employees are required to comply with these standards.

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 work-week for full-time Employees. Employees working a minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. 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 work-week) 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

Over-time 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. Seniority 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.

Excluding: Site Supervisors cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when directed by the US Marshal Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Association by the Company upon request.

SECTION 7.5 SHARED POSITION EMPLOYEES

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

SECTION 7.6 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch of up to sixty (60) minutes 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, 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 if four (4) hours of work is not available, will be paid for a minimum of four (4) hours of time.

SECTION 7.8 SHIFT BIDDING

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

ARTICLE 8

WAGES

SECTION 8.1 WAGE SCHEDULE

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

SECTION 8.2 PAYDAY

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

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made from the date the error occurred. Any error involving eight (8) hours pay or more will be paid with in three (3) days.

SECTION 8.4 LEAD CSO RATES

If additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid a premium to the current CSO rate. The amount of premium to be paid a new Lead CSO will be negotiated between the Company and the Association at the time of promotion or determination of the position.

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,
Independence Day,	Labor Day,
Columbus Day,	Veteran's Day,
Thanksgiving Day,	Christmas Day,
Floating Holiday (to be taken with 7 days written notice)	

Any day designated by the president of the U.S. as a permanent National Holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.
- B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2A. A minimum of four (4) hours is guaranteed to share time employees.
- C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to 8 hours based on their average weekly hours for the previous four weeks' work.
- D. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2A above shall be paid a proration of the full-time benefit based on their average weekly hours for the previous four weeks' work. A shared time employee shall be granted a minimum of 4 hours of holiday pay.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of one year of service:	80 hours
Upon completion of five years of service:	120 hours
Upon completion of ten years of service:	160 hours
Upon completion of 15 years of service:	200 hours

SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous contract year.

SECTION 10.2 SCHEDULING VACATIONS

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

The Employer will recognize Association seniority when scheduling Employees for vacation 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.

SECTION 10.3 PAY OPTIONS

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

SECTION 10.4 UNUSED VACATION

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

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

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 legally accrued but unused vacation time, 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 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.

SECTION 11.2 MEDICAL LEAVE

An Employee shall be granted an unpaid medical leave of absence for a specified period not to exceed 16 weeks within a 12-month period. Employee's disability must be made known to the Employer in accordance with the provisions of this Article, and be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job.

The 16-week period may be extended at the discretion of the Employer. During, medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's Previously held work.

SECTION 11.3 MILITARY LEAVE

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

shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.4 ASSOCIATION LEAVE

A Association officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Association conventions or other meetings of vital interest to the Northern Mississippi Court Security Officers Association. The maximum number of days given for Association leave is not to exceed five (5) days per contract year and the maximum number of Association officers or delegates to be granted leave of absence is not to exceed three (3) Employees.

SECTION 11.5 FAMILY MEDICAL LEAVE

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

SECTION 11.6 PERSONAL LEAVE

Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave (forty-eight hours) 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 rate (see **Personal Leave Eligibility Table** below):

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

- 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 Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half ' the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon- termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. 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. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.7 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 Site Supervisor 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 a 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 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to three (3) days on current contract spent on jury duty per year.

SECTION 11.9 BEREAVEMENT LEAVE

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

SECTION 11.10 GENERAL PROVISIONS

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

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 MINIMUM BENEFITS

The amounts required by Section 12.1 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. Shoes will be provided per contract year and will be sent with uniforms annually.

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 Association-provided bulletin board that will be used by the Association for posting notices of meetings, elections, appointments, recreational and social affairs, and other Association 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 approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. 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.

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.

13.6 ASSOCIATION MEETINGS

Neither Association officials nor Association members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Association business, or conduct any Association 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 Association or Non-Association. 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 Association to participate in any locally scheduled safety meetings.

SECTION 16.2 OSHA STANDARDS

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

ARTICLE 17

CONTINUITY OF OPERATIONS

SECTION 17.1 NO STRIKES

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

Upon hearing of any unauthorized strike, slowdown, stoppage or work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Association shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

SECTION 17.2 LOCKOUTS

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

ARTICLE 18

SEPARABILITY OF CONTRACT

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

ARTICLE 19

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties 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 Association 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. A copy of a written directive covered by this provision shall be provided to the NMCSOA president upon request.

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 Association shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the tenure of this Agreement except as specifically provided for in other provisions of this Agreement.

ARTICLE 21

DURATION

This Agreement shall be effective from September 30, 2006 through October 1, 2009 and supersedes any and all prior agreements or understandings between the parties.

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

FOR:
NORTHERN MISSISSIPPI
COURT SECURITY OFFICERS

BY: Calvin Jay

TITLE: _____

DATE: 08-22-06

FOR:
AKAL SECURITY, INC.

BY: [Signature]

TITLE: Director, H.R.

DATE: 8/22/06

FOR:
NORTHERN MISSISSIPPI
COURT SECURITY OFFICERS

BY: [Signature]

TITLE: _____

DATE: 08/22/06

FOR:
AKAL SECURITY, INC.

BY: _____

TITLE: _____

DATE: _____

APPENDIX "A"

WAGE SCHEDULE

Listed below are the Wages and Benefits for the Employees in the 5th Circuit for the Northern District of Mississippi, Northern Mississippi Security Officers Association.

BASE WAGES & BENEFITS:

Current

(a) Court Security Officers:	\$18.67	
(b) Lead Court Security Officer 1:	\$19.42	
(c) Health and Welfare:	\$2.87	per hour paid up to 40 per week
(d) Uniform Allowance:	\$0.10625	per hour worked up to 40 per week

Effective October 1, 2006

(e) Court Security Officers:	\$19.70	
(f) Lead Court Security Officer 1:	\$20.95	
(g) Lead Court Security Officer 2:	\$21.20	
(h) Health and Welfare:	\$3.15	per hour paid up to 40 per week
(i) Uniform Allowance:	\$0.10625	per hour worked up to 40 per week

Effective October 1, 2007

(j) Court Security Officers:	\$20.49	
(k) Lead Court Security Officer 1:	\$21.74	
(l) Lead Court Security Officer 2:	\$21.99	
(m) Health and Welfare:	**	per hour paid up to 40 per week
(n) Uniform Allowance:	\$0.10625	per hour worked up to 40 per week

Effective October 1, 2008

(o) Court Security Officers:	\$21.26	
(p) Lead Court Security Officer 1:	\$22.51	
(q) Lead Court Security Officer 2:	\$22.76	
(r) Health and Welfare:	**	per hour paid up to 40 per week
(s) Uniform Allowance:	\$0.10625	per hour worked up to 40 per week

Effective October 1, 2009

(a) Court Security Officers:	\$22.00	
(b) Lead Court Security Officer 1:	\$23.25	
(c) Lead Court Security Officer 2:	\$23.50	
(d) Health and Welfare:	**	per hour paid up to 40 per week
(e) Uniform Allowance:	\$0.10625	per hour worked up to 40 per week

** the parties agree reopen negotiations to discuss the Health and Welfare amounts each year between May 1 and June 15th to determine a new rate.

Middle
Louisiana

Baton Rouge

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-301
Revision No.: 0
Date Of Last Revision: 5/9/2006

State: Louisiana

Area: East Baton Rouge

Employed on United States Marshals Service contract for Court Security Officer.

Collective Bargaining Agreement between contractor: AKAL Security Inc., and union: United Government Security Officers of America Local 111, effective 10/1/2002 through 9/30/2007 and amended on 7/7/2005.

In accordance with Section 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).

Widdow BIS & T Corporation

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

United Government Security Officers of America (UGSOA) Local # 110

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and UGSOA International Union, on behalf of its Local #110, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

- A. This agreement is entered between Akal Security, Inc., United Government Security Officers of America (UGSOA), and UGSOA Local #110 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and shared position Federal Court Security Officers (CSOs), Lead Federal Court Security Officers (LCSOs), Special Security Officers (SSOs), and Lead Special Security Officers (LSSOs) employed by the Company in the 5th Circuit in the Middle District of Louisiana excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- 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 Union Steward will be paid for up to thirty (30) minutes of that time, upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

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 or date of hire, either:

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

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

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

C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.

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 for the duration 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 attorneys fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days written notice served upon the Company and the Union, may revoke such

authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within three (3) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the 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 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, union 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 a seniority list (last date of hire as a CSO, within the bargaining unit, as designated by the Union and approved by the Company) to the Local Union President twice each year. (See Appendix B for local list specifications)

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 one hundred twenty (120) calendar 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 Probationary period can be extended by mutual agreement between the Company and the Union.

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 permanently discharged;
- c) a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e) the U.S. Government revokes the Employee's credentials as a CSO;
- f) the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding

Saturdays, Sundays and holidays). All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

SECTION 3.1(a) SHARED POSITION EMPLOYEES

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

SECTION 3.1(b) LAYOFF AND RECALL

In the event of layoff or recall, when full-time or shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.2 TEMPORARY ASSIGNMENTS

A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification 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, whichever is greater.

SECTION 3.3 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties as described by the National Labor Relations Act. The job of the Lead CSO is described in Section C-5(c) of Contract # MS-02-D-0001, or its successor, between the US Marshals Service and the Company.

ARTICLE 4

SECTION 4 MANAGEMENT'S RETAINED RIGHTS

SECTION 4(a)

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

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

SECTION 4(b)

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract # MS-02-D-0001 or its successor between the US Marshals Service and the Company. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government.

SECTION 5.2 GENERAL PROVISIONS

- A. The number of days outlined in Sections 5.3 and 5.4 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.

- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

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

- A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.
- B. Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

SECTION 6.1 (a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract # MS-02-D-0001 or its successor between the US Marshals Service and the Company.

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

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

SECTION 6.1 (b)

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 6.1 (a) and 6.1 (b) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3(b) of Contract # MS-02-D-0001 or its successor as referenced in Sections 5.1 and 6.1(a).

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal Laws concerning overtime.

SECTION 7.3 OVERTIME REQUIREMENT

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

SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
- B. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

SECTION 7.5 REST PERIODS

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

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time.

SECTION 8.2 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

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.

SECTION 8.3 WAGE SCHEDULE

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

SECTION 8.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make its best effort to make direct deposit available.

SECTION 8.5 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. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.6 LEAD CSO RATES

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

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Jr.'s Birthday
Memorial Day	Presidents Day
Any day designated by the President of the United States as a permanent national holiday	

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in A above.
- C. 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. A shared position Employee shall be granted a minimum of four (4) hours per holiday with the exception of anyone on extended leave. Shared position holiday proration shall be based on total non-holiday work days in the pay period.
- D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period in which the holiday occurs. A shared position Employee shall be granted a

minimum of four (4) hours per holiday with the exception of anyone on extended leave. Shared position holiday proration shall be based on total non-holiday work days in the pay period.

- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) year of service: one-hundred and twenty (120) hours

Upon completion of twelve (12) year of service: one-hundred and sixty (160) hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: their individual hourly rate, the number of hours worked in the previous year, and the Employee's anniversary date.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.4 PAY OPTIONS

Earned vacation pay may be requested at anytime and will be paid in the next pay cycle.

SECTION 10.5 UNUSED VACATION

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

SECTION 10.6 PAY IN LIEU OF VACATION LEAVE

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

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate 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 10.8 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

SECTION 10.9 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each but not less than one (1) day.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.

- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.
- E. In the event of injury or illness that is deemed non communicable, the Employee may be granted "light duty" status at the approval of the COTR in writing to the Company as long as it does not interfere with the business of the Court. The injury or illness for light duty status must be temporary and cannot be more than thirty (30) days.

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 President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of five days 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. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave (48 hours) 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 rate (see **Personal Leave Eligibility Table** below):

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

- 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 Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half

the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.

- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the fulltime rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. 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. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid 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 the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave;
 - 3. The estimated date of return to work.The Company will respond to the request within four (4) working days.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. 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.
- C. Extensions of the leave of absence may be granted at the sole 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 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty (See Appendix for Local Specifics). Employees will receive their regular rate of pay minus any pay received from the courts for up to three (3) days spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

A. Effective October 1, 2002. If it is necessary for an Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to three (3) days paid leave of absence per contract year at their straight rate of pay. Shared position employees will receive one half of the full time leave. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or step children), father in-law, mother-in-law, grandparents, and grandchildren.

B. The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. A shoe allowance of \$62.50 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes.

SECTION 12.4 INCLEMENT WEATHER GEAR

The Employer will make its best effort to assist in obtaining appropriate and adequate weather gear through the appropriate channels.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union to locate a Union-provided bulletin board that will be used by the Union for post--notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examination that is required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam.
- B. Physical/medical exams may be required by the U.S. 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. Physical fitness is an important job requirement. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment. Should an Employee fail the exam, or be officially deemed medically unqualified by the U.S. Government, they may be re-examined once at the Employee's expense.
- C. The Employer will pay for the time required for the employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday 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 U.S. Government break rooms for CSOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. 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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances. No Employee may be at the worksite at any time unless on duty at that time, unless there is appropriate Government permission granted.

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.

SECTION 14.2 UGSOA 401(a) Plan

The Company agrees to make deductions for Union members in good standing for the UGSOA 401(a) Plan, if the Union members so choose. At the direction of the individual Union member, the Company may contribute the Health & Welfare and /or Pension payments into the Union members' UGSOA 401(a) plan. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to UGSOA International Union, the Administrator of the UGSOA 401(a) Plan, no later than the Tenth (10th) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (i.e. Health & Welfare, Pension and/or after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

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

SECTION 15.2 OSHA STANDARDS

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

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an 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 or bring such activity to prompt termination.

SECTION 16.2 LOCKOUTS

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

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the

express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company 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 19

DURATION

This Agreement shall be effective from 11:45 pm September 30, 2002 through September 30, 2007 and supersedes any and all prior agreements or understandings between the parties.

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

FOR: **United Government Security Officers
of America, Middle District of Louisiana Local #110**

BY: UGSO John R. Kendall

TITLE: President/LOCAL #110

DATE: 7-25-02

FOR: **United Government Security Officers
Of America, International Office**

BY: Sam M. Hoff

TITLE: Director CSO Prog

DATE: 7-30-02

FOR: **Akal Security, Inc.**

BY: AK

TITLE: Corporate Operations officer

DATE: 7/31/02

APPENDIX "A"

WAGE SCHEDULE

Listed below are the Wages and Benefits for the Employees in the 5th Circuit for the Middle District of Louisiana, Local # 110 of UGSOA.

A. Base Wages & Benefits:

(1) Current until September 30, 2002:

- | | |
|-------------------------------------|-----------|
| a) Court Security Officers: | \$13.46 |
| b) Lead Court Security Officer # 1: | \$14.77 |
| c) Lead Court Security Officer # 2: | \$14.04 |
| d) Health & Welfare Allowance: | \$2.00 |
| e) Uniform Allowance: | \$0.10625 |

(2) Effective October 1, 2002:

- | | |
|-------------------------------------|------------------------------|
| a) Court Security Officers: | \$13.86 |
| b) Lead Court Security Officer # 1: | \$15.36 (777 Florida St. *) |
| c) Lead Court Security Officer # 2: | \$14.61 (707 Florida St. **) |
| d) Health & Welfare Allowance: | per WD as of 10/1/02 |
| e) Uniform Allowance: | \$0.10625 |

(3) Effective October 1, 2003:

- | | |
|-------------------------------------|------------------------------|
| a) Court Security Officers: | \$14.28 |
| b) Lead Court Security Officer # 1: | \$15.78 (777 Florida St. *) |
| c) Lead Court Security Officer # 2: | \$15.03 (707 Florida St. **) |
| d) Health & Welfare Allowance: | per WD as of 10/1/03 |
| e) Uniform Allowance: | \$0.10625 |

(4) Effective October 1, 2004:

- | | |
|-------------------------------------|------------------------------|
| a) Court Security Officers: | \$14.71 |
| b) Lead Court Security Officer # 1: | \$16.21 (777 Florida St. *) |
| c) Lead Court Security Officer # 2: | \$15.46 (707 Florida St. **) |
| d) Health & Welfare Allowance: | per WD as of 10/1/04 |
| e) Uniform Allowance: | \$0.10625 |

WAGE SCHEDULE
(Continued)

(5) Effective October 1, 2005:

- a) Court Security Officers: \$15.15
- b) Lead Court Security Officer # 1: \$16.65 (777 Florida St. *)
- c) Lead Court Security Officer # 2: \$15.90 (707 Florida St. **)
- d) Health & Welfare Allowance: per WD as of 10/1/05
- e) Uniform Allowance: \$0.10625

(6) Effective October 1, 2006:

- a) Court Security Officers: \$15.60
- b) Lead Court Security Officer # 1: \$17.10 (777 Florida St. *)
- c) Lead Court Security Officer # 2: \$16.35 (707 Florida St. **)
- d) Health & Welfare Allowance: per WD as of 10/1/06
- e) Uniform Allowance: \$0.10625

* 8 total positions or more at the site as of the signing date of the CBA

**7 total positions or fewer at the site as of the signing date of the CBA

B. Shift Differential:

Employees assigned to sites that operate 24 hours per day/ 7 days per week and who work between the hours of 1800 (6:00PM) to 0600 (6:00AM) shall receive an additional 3.5% of their base hourly rate.

United Government Security Officers of America

Don H. H. H. 7-30-02
Director CSD Prog.

**Middle District of Louisiana Local # 110, United
Government Security Officers of America**

LC SO John R. Kendall
PRESIDENT / LOCAL # 110

Alkal Security, Inc.

DJH Dufurap Khari
Chief Oper Officer 7/22/02

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

SECTION 1.1 RECOGNITION- BARGAINING UNIT

This is to add, the "Fiscal Year, 2002 Temporary CSO Program," to this Collective Bargaining Agreement. If these positions continue beyond Fiscal Year 2002, CSOs filling these positions will be covered by all economic provisions; all provisions involving Employer disciplinary actions and the Union's right to grieve those actions; and the Union Security and / or Dues Check-Off provisions. Should these positions become permanent, all provisions, including Seniority, would apply as of that date.

Akal Security Incorporated

DJ Derfuer/Ken/ser
Corp. Gen. Officer
7/22/02

International Union, United Government
Security Officers of America

Alvin M. Hoff 7-30-02
Director CSO Prog.

All United Government Security of America
Locals, Employed by Akal Security, Inc.

LCso John A. Kendall
PRESIDENT/LOCAL #110

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Incorporated and United Government Security Officers of America, International Union and its Locals 57, 67, 71, 74, 76, 81, 118, 128, 133, 134, 155, 63, 79, 113, 152, 154, 157, 158, 159, 85, 86, 106, 109, 110 and 111.

Both Akal Security, Incorporated and the United Government Security Officers of America, International Union agree that all non-economic portions of this agreement are in effect as of the signing of this collective Bargaining Agreement. All economic portions become effective on October 1, 2002.

Akal Security, Inc.

[Signature] *Dev Gurpreet Khalsa*
Corporate Quarrels officer
8/6/02

United Government Security
Officers of America,
International Union

[Signature] *8-6-02*
Director CSD Program

Middle District of
Louisiana
Local # 110

LETTER OF UNDERSTANDING
(5 year agmt)

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and
United Government Security Officers of America, International Union and its Locals
#106, #109 and #110.

The health & welfare rate effective 10/1/02 through 9/30/03 is \$2.15 per hour.

The health & welfare rate for the remaining years of this agreement to be effective
10/1/03 - 9/30/04, 10/1/04 - 9/30/05, 10/1/05 - 9/30/06 and 10/1/06 - 9/30/07 shall be
subject to a renegotiation to be conducted between June 1 and July 31 of each
corresponding government contract year through the end of this agreement.

Akal Security, Inc.

[Signature]
Corporate Operations Officer
8/13/02

United Government Security
Officers of America,
International Union

[Signature]
Director CSO Program

8-13-02

JUN-06-2003-FRI 01:13 PM AKAL BE

FAX No. 505 747 0383

P. 002

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #113, #57, #76, #81, #64, #118, #128, #133, #134, #159, #63, #67, #71, #111, #152, #154, #155, #106, #109, #110. —

The health and welfare rate effective 10/1/03 through 9/30/04 is \$2.36 per hour.

United Government Security Officers
of America, International Union

[Signature]
Director CSO Program

6/9/03

Akal Security, Inc.

[Signature]
Director HR

6/9/03

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #111, #109, #110, and #106 in the 5th Circuit.

The Health and Welfare rate effective 10/1/2004 through 9/30/2005 is \$2.69 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union

Name

Title

Date

John M. Hoff
Joint Director CSD Division
6/17/04

Akal Security, Incorporated

Name

Title

Date

Shirley
Director, H-R
6/17/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #111, #109, #110, and #106 in the 5th Circuit.

As of October 1, 2004 Akal will be providing shoes rather than shoe allowance.

United government Security Officers
Of America, International Union

Name

Title

Date

Akal Security, Incorporated

Name

Title

Date

5th MLA 110

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals #87, 88, 90, 92, 94, 96, 85, 86, 106, 109, 110, 111, 56, 68, 114, 127, 137, 142, 143, 63, 79, 113, 157, 152, 158, 161, 167, 220, 57, 64, 67, 71, 76, 81, 118, 124, 128, 133, 134, 155, 159, 164, 53, 66, 130, 154, 125, 131, 132, and 135.

In the event of a building closure due to inclement weather or an emergency situation, CSOs will have the option of either taking accrued paid leave (vacation and/or personal leave), or using Leave Without Pay.

This agreement does not change any existing policies regarding Leave Without Pay in other circumstances.

United Government Security Officers
Of America, International Union

Name

Int'l Director CSO DW

Title

Date

1/3/05

Akal Security, Incorporated

Name

Title

Date

12/15/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals 53, 56, 57, 66, 68, 76, 79, 81, 85, 86, 87, 88, 90, 92, 94, 96, 106, 109, 110, 113, 114, 118, 127, 128, 130, 131, 133, 134, 135, 137, 142, 143, 154, 157, 158, 161 and 220.

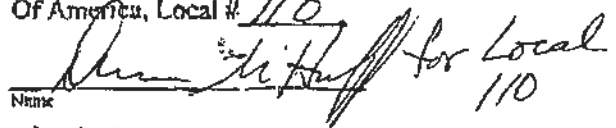
The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union


Name
Int'l Director CSO Div.


Title
Date 6/14/2005

United government Security Officers
Of America, Local # 110


Name
Int'l Director CSO Div.

Title
Date 7/7/05

Akal Security, Incorporated


Name
Labor Relations Manager

Title
Date 6/16/05

Eastern
Texas

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-322
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Smith

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-323
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Jefferson

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officer of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-324
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Bowie

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-325
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Grayson

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-326
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Angelina

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W. Gross Director	Division of Wage Determinations	Wage Determination No.: CBA-2006-327 Revision No.: 1 Date Of Last Revision: 11/7/2006
State: Texas		
Area: Collin		

Employed on United States Marshals Service contract for Court Security Officers.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-328
Revision No.: 1
Date Of Last Revision: 11/7/2006

State: Texas

Area: Harrison

Employed on United States Marshals Service contract for Court Security Officer.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 86, effective 10/1/2006 through 9/30/2009 and amended on 8/1/2006.

In accordance with Section 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).

Eastern District of Texas

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL #86

PREAMBLE

THIS AGREEMENT is made and entered into by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and UGSOA International Union, on behalf of its Local #86, hereinafter referred to as the "Union".

MISSION STATEMENT COURT SECURITY OFFICER

- Ensure the safety of US Federal Courts, Protected Government facilities and their employees against unauthorized, illegal and potentially life-threatening activities.
- Cadres of qualified and highly skilled officers perform this mission.

CSO Goal & Vision

Goal

To conduct ourselves in a manner as to bring credit upon the Court Security Officer and Special Security Officer program and the United States Marshal Service at all times.

Vision

To be alert to all situations and events that take place and take necessary measures to prevent dangerous situations from happening.

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

- A. This agreement is entered between Akal Security, Inc., United Government Security Officers of America (UGSOA), and UGSOA Local #86 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and shared position Federal Court Security Officers (CSOs), Federal Special Security Officers (SSOs), Lead Federal Court Security Officers (LCSOs) and Lead Federal Special Security Officers (LSSOs) employed by the Company in the 5th Circuit consisting of UGSOA Local #86, in the Eastern District of Texas, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.
- C. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- 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 Union Steward will be paid for up to one-half hour upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

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 or date of hire either:
1. Become a member of the Union and remain a member
 - or
 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.

D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law. All employees regularly employed at any federal enclave who are not members of the Union shall pay the Union a service fee. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

E. 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 attorneys fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

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

B. The Company will remit all such deductions to the Financial Secretary/Treasurer within three (3) business days from the date that the deduction was made. 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 with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth 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.

SECTION 1.8 ANTI-DISCRIMINATION

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

UNION SENIORITY

SECTION 2.1 UNION SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service, within the Local, from the Employee's last date of hire as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. Union seniority shall not accrue until the Employee has successfully completed the probationary period. Union seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers within the Local, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, union seniority shall be defined as seniority within the work site. (See Appendix B for the definition of 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 shall provide an employee list (last date of hire as a CSO), to the Local Union each year on October 1. The Union will respond, within thirty (30) days, with a "Union Seniority" list to the Company. This list shall be posted on all Union bulletin boards. (See Appendix B for local list specifications.)

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) consecutive 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) calendar 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 Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.6 TERMINATION OF SENIORITY

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

- A. the Employee quits or retires;
- B. the Employee is discharged;
- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement or a new position is added and the company chooses to fill the position, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays) within the Local as defined in Appendix B. All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee (see Appendix B) who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

SECTION 3.2 SHARED POSITION EMPLOYEES

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

SECTION 3.3 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 within the Local. The Company will notify the Union, in writing, of required reduction. The Union will respond, in writing, within three (3) business days (excluding Saturday, Sunday & Holidays), with the name or names of the least senior employee or employees. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.4 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 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 qualification. 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, whichever is greater.

SECTION 3.5 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties, as described by the National Labor Relations Act.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

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

SECTION 4.2

Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA Section 8(d).

SECTION 4.3

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-02-D-0001 between the US Marshals Service and Akai Security, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the

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

SECTION 5.2 GENERAL PROVISIONS

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

SECTION 5.3 GRIEVANCE PROCEDURE

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

- A. **Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within eight (8) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within eight 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.
- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.

- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within eighteen (18) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

SECTION 6.1 (a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the Removal of Contractor Employee provision in Section H-3 of Contract MS-02-D-0001 between the US Marshals Service and Akal Security, Inc.

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

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

SECTION 6.1 (b)

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 6.1 (a) and 6.1 (b) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progress discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3 of Contract MS-02-D-0001 as referenced in Sections 5.1 and 6.1(a). The Employee may request, in writing, to the Site Supervisor, that any disciplinary action not resulting in suspension may be considered for removal from the Employee's file after 2 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Per the National Labor Relations Act, changes in shifts must be negotiated with the Union prior to implementation of any such changes. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours **actually worked** in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority (within the worksite) on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.

B. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

C. The Company will not adjust an Employee's schedule during a weekly period to reduce overtime.

SECTION 7.5 REST PERIODS

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

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time. Call in is defined as anytime a CSO is required to report to duty for any business related function.

SECTION 8.2 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Once each year, full-time Employees and shared position Employees at each location shall 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 position or vice versa.

SECTION 8.3 WAGE SCHEDULE

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

SECTION 8.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make its best effort to make direct deposit available and to list available personal leave and vacation in each Employee's paycheck.

SECTION 8.5 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. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.7 LEAD CSO RATES

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

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

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

Any day designated by the President of the United States as a permanent National holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in Section 9.2a above.
- C. 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 is eligible for pay during the two (2) week pay period in which the holiday occurs. A shared position Employee shall be granted a minimum of four (4) hours pay per holiday. Shared position holiday prorating shall be based upon total non-holiday work days in the pay period.

- D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in Section 9.2c.
- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on their individual hourly rate, the number of hours paid in the previous year, and the Employee's anniversary date. A minimum of one-half the full-time benefit is guaranteed for Employees who have been paid for at least 1040 hours in the previous year.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Vacation schedules shall be posted.

SECTION 10.4 PAY OPTIONS

Earned vacation pay may be requested at anytime and will be paid in the next pay cycle. Earned vacation time will remain available without pay.

SECTION 10.5 UNUSED VACATION

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

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate 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 accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

SECTION 10.8 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each, but not less than eight (8) hour increments.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with the Employer.

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 President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of seven (7) days 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. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

PERSONAL / SICK LEAVE TABLE

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

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor.
- C. Shared position Employees will receive one-half the full time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than

he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid 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 the leave will take effect, except in cases of verified personal emergencies, and include:
 - a. The reasons for such leave;
 - b. The effective dates of such leave;
 - c. The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. 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 sole 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 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay for up to three (3) days minus any pay received from the courts for time spent on jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

- A. If it is necessary for a full-time Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to five (5) days paid leave of absence per Government contract year at their straight-time rate of pay.
- B. Shared position Employees will receive one-half of the full-time leave.
- C. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.
- D. The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. A shoe allowance of \$62.50 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes. The Employer will provide all foul weather gear for each employee as is authorized and funded by the USMS. The Company shall make its best effort to issue uniforms by December 31st and uniforms shall be gender-proper.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union 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 provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examinations and additional testing that is required by the Employer and/or the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam and pre-approve any expenses.
- B. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.
- C. The Employer will pay for the time required for the Employee to take required physical exams and additional testing. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday 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 the 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 U.S. 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 U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. 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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted.

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.

SECTION 14.2 UGSOA 401(a) Plan

The Company agrees to make deductions for Union members in good standing for the UGSOA 401(a) Plan, if the Union members so choose. At the direction of the individual Union member, the Company may contribute the Health & Welfare and /or Pension payments into the Union members' UGSOA 401(a) plan. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to UGSOA International Union, the Administrator of the UGSOA 401(a) Plan, no later than the Tenth (10th) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (i.e. Health & Welfare, Pension and/or after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

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

SECTION 15.2 OSHA STANDARDS

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

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an 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 prompt termination.

SECTION 16.2 LOCKOUTS

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

ARTICLE 17

SEPARABILITY OF CONTRACT

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

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand 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 19

TERMINATION OF AGREEMENT

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

ARTICLE 20

DURATION

This Agreement shall be effective from June 13, 2003 through September 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

This Collective Bargaining Agreement is a follow-on to the Agreement dated May 1, 1998 between Akal and its employees covered by the Agreement. All terms and conditions of the previous Collective Bargaining Agreement, economic and non-economic, remain in effect other than as specifically revised in this follow-on Agreement.

JUN-11-2003-WED 03:28 PM AKAL HR

FAX No. 505 747 0382

P. 009

06/11/03 WED 13:08 FAX 8037922286
JUN-11-2003-WED 11:14 AM RAMP HRU S MARSHAL
FAX NO. 202 141 0304

F. 003/003 003

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

FOR: United Government Security Officers
of America, Local #86

BY: Paul J. PaviaTITLE: PresidentDATE: 6-11-03

FOR: United Government Security Officers
Of America, International Office

BY: Sharon M. HoffTITLE: Director CSODATE: 6/12/03

FOR: Akal Security, Inc.

BY: David GunnTITLE: Mr. Star, I.R.DATE: 6/11/03

06/12/03 THU 10:47 FAX 843 447 063

MAIL BOXES ETC

008

JUN-11-2003-WED 03:29 PM AKAL HR

FAX No. 505 747 0362

P. 010

06/11/03 WED 13:06 FAX 8037922286
JUN-11-2003-WED 11:13 AM AKAL HRU S MARSHAL
FAX No. 505 747 0362

P. 003/005 003

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits ~~for the employees~~ for the employees at the 5th Circuit for the Eastern District of Texas, United Government Security Officers of America Local # 88:

a) Base Wages

-SITE: Marshall, Lufkin, Beaumont,
and Texarkana

Current:

Court Security Officers:	14.68 \$	14.88 / hour
Lead Court Security Officer 1:	16.18 \$	16.18 / hour
Lead Court Security Officer 2:	15.43 \$	15.43 / regular hour
Health & Welfare Allowance:	\$	2.15 / regular hour worked up to 40
Uniform Allowance:	\$	0.10625 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$	15.44 / hour**
Lead Court Security Officer 1:	16.94 \$	16.94 / hour**
Lead Court Security Officer 2:	16.44 \$	16.44 / regular hour
Health & Welfare Allowance:	2.36 \$	2.36 / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$	^ / hour**
Lead Court Security Officer 1:	\$	^ / hour**
Lead Court Security Officer 2:	\$	^ / regular hour
Health & Welfare Allowance:	\$	^ / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$	^ / hour**
Lead Court Security Officer 1:	\$	^ / hour**
Lead Court Security Officer 2:	\$	^ / regular hour
Health & Welfare Allowance:	\$	^ / regular hour worked up to 40
Uniform Allowance:	\$	0.11 / regular hour worked up to 40

*The parties agree that either party may request negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 18, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hours shift, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

Alcal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local # 88

Signature

Date

Director, 11.12

06/12/03 THU 10:48 FAX 843

MAIL BOXES ETC

009

JUN-11-2003-WED 03:29 PM AKAL HK

FAX No. 505 747 0382

P. 011

06/11/03 WED 13:10 FAX 9037922286
JUN-11-2003-WED 11:14 AM AKAL HK

U S MARSHAL
FAX No. 505 747 0382

P. 004/005 004

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Eastern District of Texas, United Government Security Officers of America Local # 86:

a) Base Wages

SITE: Sherman, Tyler and Plano

Current:

Court Security Officers:	\$ 17.42 / hour
Lead Court Security Officer:	\$ 18.17 / hour
Senior Lead Court Security Officer:	\$ 18.82 / regular hour
Health & Welfare Allowance:	\$ 2.15 / regular hour worked up to 40
Uniform Allowance:	\$ 0.10826 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 17.94 / hour
Lead Court Security Officer:	\$ 18.94 / hour
Senior Lead Court Security Officer:	\$ 19.44 / regular hour
Health & Welfare Allowance:	\$ 2.36 / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ / hour
Lead Court Security Officer:	\$ / hour
Senior Lead Court Security Officer:	\$ / regular hour
Health & Welfare Allowance:	\$ / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ / hour
Lead Court Security Officer:	\$ / hour
Senior Lead Court Security Officer:	\$ / regular hour
Health & Welfare Allowance:	\$ / regular hour worked up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

** If 24 hour site, A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America
International Union

AKAL Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America
Local #

Signature

Date

Director: H. R.

Appendix B

Local UGSOA 86

Section 2.1 Definition of a Work Site:

For the purposes of this Collective Bargaining Agreement, a work site shall be defined as: (check one)

☐ the entire local

☒ building specific

Section 2.2 Seniority Lists Addendum

The company will provide a seniority master list to the Local # 79 president including full time and shared employees by date of entry on duty.

Section 3.1 Filling Vacancies Addendum

For the purposes of this Collective Bargaining Agreement, job vacancies within the local shall be posted: (check one)

☒ throughout the entire local

☐ within the specific building in which the job vacancy occurs

ETX

Aug-07-2003 13:12

From: JUDGE WENDELL RADFORD

T-581 P. 002/003 F-065

**United Government Security Officers of America Local 86
Appendix B**

Section 2.1 Definition of a Work Site:

For the purpose of this Collective Bargaining Agreement, work sites shall be Tyler Texas, Shennan Texas, Plano Texas, Marshall Texas, Lufkin Texas, Beaumont Texas and Texarkana Texas. Work sites shall be building specific.

Section 2.2 Seniority List Addendum.

The Company will provide a seniority master list to the Local 86 president including full time and shared employees by date of entry on duty.

Section 3.1 Filling Vacancies Addendum

For the Purpose of this Collective Bargaining Agreement, job vacancies within the local shall be posted throughout the entire local.

Section 8.2 Shift Bidding
Replace "shall" with "may"

[Signature]
Director, H. R. Akint
7/8/03

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AKAL SECURITY, INC.
AND THE
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
LOCAL #86**

This Amendment to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the United Government Security Officers of America, Local #86 ("Union") is entered into this 1st day of July, 2004, as an amendment to the Collective Bargaining Agreement between Akal Security, Inc. and the United Government Security Officers of America, Local #86 in effect from ~~October 1,~~ 2003 till September 30, 2006. June 3

The following wages are in effect from October 1, 2004 through September 30, 2005 in Plano, Sherman and Tyler, TX

Court Security Officers:	\$18.58/ hour**
Lead Court Security Officer:	\$19.58/ hour**
Sr Lead Court Security Officer:	\$20.08/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$ 0.11/ regular hour worked up to 40

The following wages are in effect from October 1, 2004 through September 30, 2005 in Lufkin, Beaumont, Marshall and Texarkana, TX

Court Security Officers:	\$16.21/ hour**
Lead Court Security Officer 1:	\$17.71/ hour**
Lead Court Security Officer 2:	\$17.21/ hour**
Health & Welfare Allowance:	\$ 2.59/ regular hour paid up to 40
Uniform Allowance:	\$ 0.11/ regular hour worked up to 40

Beginning October 1, 2004, in replacement of the shoe allowance, Akal Security will be issuing regulation shoes to each CSO as part of the required uniform.

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

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL #86

By: [Signature]

Date: 7/12/04

AKAL SECURITY, INC.

By: [Signature]

Date: 7/10/04

5th-ETX 86

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreements between Aikal Security, Inc. and United Government Security Officers of America, International Union and its Locals #87, 88, 90, 92, 94, 96, 85, 86, 106, 109, 110, 111, 56, 68, 114, 127, 137, 142, 143, 63, 79, 113, 157, 152, 158, 161, 167, 220, 57, 64, 67, 71, 76, 81, 118, 124, 128, 133, 134, 153, 159, 164, 53, 66, 130, 154, 125, 131, 132, and 135.

In the event of a building closure due to inclement weather or an emergency situation, CSOs will have the option of either taking accrued paid leave (vacation and/or personal leave), or using Leave Without Pay.

This agreement does not change any existing policies regarding Leave Without Pay in other circumstances.

United Government Security Officers
Of America, International Union

[Signature]
Name

Int'l Director CSO DM

Title

Date

1/3/05

Aikal Security, Incorporated

[Signature]
Name

[Signature]
Title

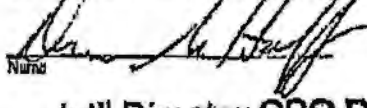
12/15/04
Date

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and United Government Security Officers of America, International Union and its Locals 53, 56, 57, 66, 68, 76, 79, 81, 85, 86, 87, 88, 90, 92, 94, 96, 106, 109, 110, 113, 114, 118, 127, 128, 130, 131, 133, 134, 135, 137, 142, 143, 154, 157, 158, 161 and 220.

The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

United government Security Officers
Of America, International Union


Name

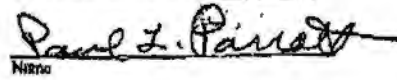
Int'l Director CSO Div.

Title

Date

6/14/2005

United government Security Officers
Of America, Local # 86


Name


President

Title

Date

06/20/05

Akal Security, Incorporated


Name

Labor Relations Manager

Title

Date

6/16/05

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for the Eastern District of Texas,
United Government Security Officers of America Local # 88:

a) Base Wages

SITE: Lufkin, Beaumont, Marshall
& Texarkana, TX

Current:

Court Security Officers:	\$ 16.21 / hour ⁴⁰
Lead Court Security Officer 1:	\$ 17.71 / hour ⁴⁰
Lead Court Security Officer 2:	\$ 17.21 / hour ⁴⁰
Health & Welfare Allowance:	\$ 2.50 / regular hour paid up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 17.16 / hour ⁴⁰
Lead Court Security Officer 1:	\$ 18.66 / hour ⁴⁰
Lead Court Security Officer 2:	\$ 18.16 / hour ⁴⁰
Health & Welfare Allowance:	\$ 2.67 / regular hour paid up to 40

United Government Security Officers of America
International Union

Signature

Date

Akal Security, Inc.

Signature

Date

United Government Security Officers of America
Local # 88

Signature

Date

Signature

Date

7/12/05
7/14/05
Labor Relations Manager

Ref.

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 6th Circuit for the Eastern District of Texas, United Government Security Officers of America Local # 86:

a) Base Wages:

SITE: Plano, Sherman, & Tyler, TX

	Current:
Court Security Officers:	\$ 18.58 / hour ⁰⁰
Lead Court Security Officer:	\$ 19.58 / hour ⁰⁰
Senior Lead Court Security Officer:	\$ 20.68 / hour ⁰⁰
Health & Welfare Allowance:	\$ 2.68 / regular hour paid up to 40

	Effective October 1, 2005:
Court Security Officers:	\$ 19.14 / hour ⁰⁰
Lead Court Security Officer:	\$ 20.14 / hour ⁰⁰
Senior Lead Court Security Officer:	\$ 21.64 / hour ⁰⁰
Health & Welfare Allowance:	\$ 2.67 / regular hour paid up to 40

United Government Security Officers of America
International Union

Akal Security, Inc.

Signature

Date

Signature

7/14/05
Labor Relations Manager

United Government Security Officers of America
Local # 86

Signature

Date

Paul L. Parrott 05/11/05

TOTAL P.02

Appendix A

Addendum to Collective Bargaining Agreement

Whereas, Akal Security Inc. (hereinafter referred to as "the Company") and UGSOA Local 86 (hereinafter referred to as "the Union") entered into an Agreement effective July 13, 2003,

Whereas, the Union has been duly designated by the Company's non-supervisory employees per Article 1.1 of the Collective Bargaining Agreement

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter in to an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

It is hereby AGREED that all terms and conditions of the current Collective Bargaining Agreement, which was set to expire on September 30, 2006, shall remain in full force and effect through September 30, 2009 with the following changes:

WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

<u>Current</u>	Beaumont Lufkin Marshall Texarkana	Plano Sherman Tyler
CSO	\$17.18/hour**	\$19.14/hour**
LCSO1	\$18.66/hour**	\$20.14/hour**
LCSO2	\$18.18/hour**	n/a
SLCSO	n/a	\$20.84/hour**

Effective 10/1/06

CSO	\$17.87/hour**	\$19.71/hour**
LCSO1	\$19.35/hour**	\$20.71/hour**
LCSO2	\$18.87/hour**	n/a
SLCSO	n/a	\$21.41/hour**

Effective 10/1/07

CSO	\$/hour**	\$/hour**
LCSO1	\$/hour**	\$/hour**
LCSO2	\$/hour**	n/a
SLCSO	n/a	\$/hour**

Effective 10/1/08

CSO	\$/hour**	\$/hour**
LCSO1	\$/hour**	\$/hour**
LCSO2	\$/hour**	n/a
SLCSO	n/a	\$/hour**

HEALTH & WELFARE

The Employer agrees to pay employees covered by this agreement the following H&W per hour:

Current

All Employees \$2.87/regular hour paid up to 40 per week

Effective 10/1/06

All Employees \$3.10/regular hour paid up to 40 per week

Effective 10/1/07

All Employees */regular hour paid up to 40 per week

Effective 10/1/08

All Employees */regular hour paid up to 40 per week

*The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health and Welfare allowance at any time between May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporate into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

**Employees assigned to work between the hours of 1800 (6:00 p.m.) to 0600 (6:00 a.m.) shall receive an additional 4% of their base hourly rate.

UNIFORM ALLOWANCE

CURRENT AND CONTINUING:

All Employees: \$0.11/regular hour worked up to 40 per week

VACATION

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

CURRENT AND CONTINUING:

Upon completion of 1 year of service:	80 hours
Upon completion of 5 years of service:	120 hours
Upon completion of 10 years of service:	160 hours
Upon completion of 15 years of service:	200 hours

HOLIDAYS

CURRENT AND CONTINUING:

New Year's Day
Independence Day
Veterans Day
Columbus Day
Christmas Day
Thanksgiving Day
Martin Luther King Jr. Birthday
Memorial Day
President's Day
Labor Day
Employee's Birthday

BEREAVEMENT LEAVE

CURRENT AND CONTINUING:

- A. If it is necessary for a full-time Employee to lose time from work because of a death in the immediate family, the employee shall be entitled to five (5) days paid leave of absence per Government contract year at their straight-time rate of pay.
- B. Shared position Employees will receive one-half of the full-time leave.
- C. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

D. The Employer may require proof of the death for which an Employee requests paid leave.

JURY DUTY

CURRENT AND CONTINUING:

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay for up to three (3) days minus any pay received from the courts for time spent on jury duty.

PERSONAL / SICK LEAVE

CURRENT AND CONTINUING:

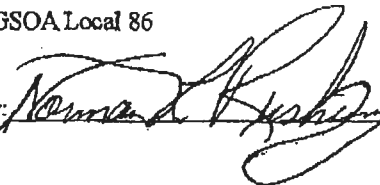
PERSONAL / SICK LEAVE TABLE

START DATE	RATE OF PERSONAL/SICK LEAVE ELIGIBLE TO USE	
Date Employee begins working on the contract, based on an October 1 contract start date.	FULL-TIME	SHARED POSITION
October 1 – 31	48.00	24.00
November 1 – 30	44.00	22.00
December 1 -31	40.00	20.00
January 1 – 31	36.00	18.00
February 1 – 29	32.00	16.00
March 1 – 31	28.00	14.00
April 1 – 30	24.00	12.00
May 1 – 31	20.00	10.00
June 1 – 30	16.00	8.00
July 1 – 31	12.00	6.00
August 1 – 31	8.00	4.00
September 1 – 30	4.00	2.00

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor.

- C. Shared position Employees will receive one-half the full time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

UGSOA Local 86

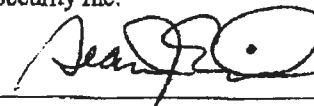
By: 

Dated: 08-01-06

By: _____

Dated: _____

Akal Security Inc.

By: 

Dated: 08-01-06

Eastern
hairfang

New Orleans

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--

William W. Gross	Division of	Wage Determination No.: CBA-2006-34
Director	Wage Determinations	Revision No.: 0
		Date Of Last Revision: 1/25/2006

State: LouisianaArea: Orleans

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: Akal Security, Inc., and union: United Government Security Officers of America Local 111, effective 10/1/2002 through 9/30/2006.

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

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL 111

PREAMBLE

THIS AGREEMENT is made and entered into by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and UGSOA International Union, on behalf of its Local 111, hereinafter referred to as the "Union".

MISSION STATEMENT COURT SECURITY OFFICER

- Ensure the safety of US Federal Courts, Protected Government facilities and their employees against unauthorized, illegal and potentially life-threatening activities.
- Cadres of qualified and highly skilled officers perform this mission.

CSO Goal & Vision

Goal

To conduct ourselves in a manner as to bring credit upon the Court Security Officer and Special Security Officer program and the United States Marshal Service at all times.

Vision

To be alert to all situations and events that take place and take necessary measures to prevent dangerous situations from happening.

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

- A. This agreement is entered between Akal Security, Inc., United Government Security Officers of America (UGSOA), and UGSOA Local 111 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and shared position Federal Court Security Officers (CSOs), Federal Special Security Officers (SSOs), Lead Federal Court Security Officers (LCSOs) and Lead Federal Special Security Officers (LSSOs) employed by the Company in the 5th Circuit consisting of UGSOA Local 111, in district of Eastern Louisiana, the state of Louisiana, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.
- C. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by 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 union representatives 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a union representative prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the union representative as soon as possible. The union representative will be paid for up to one-half hour upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

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 or date of hire either:
 - 1. Become a member of the Union and remain a member
 - or
 - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.

- D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law. All employees regularly employed at any federal enclave who are not members of the Union shall pay the Union a service fee. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- E. 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 attorneys fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within three (3) business days from the date that the deduction was made. 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 with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth 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.

SECTION 1.8 ANTI-DISCRIMINATION

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

UNION SENIORITY

SECTION 2.1 UNION SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service, within the Local, from the Employee's last date of hire as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. Union seniority shall not accrue until the Employee has successfully completed the probationary period. Union seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers within the Local, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, union seniority shall be defined as seniority within the work site. (See Appendix B for the definition of 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 shall provide an employee list (last date of hire as a CSO), to the Local Union each year on October 1. The Union will respond, within thirty (30) days, with a "Union Seniority" list to the Company. This list shall be posted on all Union bulletin boards. (See Appendix B for local list specifications.)

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) consecutive 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) calendar 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 Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.6 TERMINATION OF SENIORITY

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

- A. the Employee quits or retires;
- B. the Employee is discharged;
- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is permanently transferred out of the bargaining unit.

and;

- G. An employee returned to work after overturning a medical disqualification shall regain their seniority back to the original date of hire.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement or a new position is added and the company chooses to fill the position, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays) within the Local as defined in Appendix B. All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the

site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee (**see Appendix B**) who has applied for the position in writing, who will be trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

SECTION 3.2 SHARED POSITION EMPLOYEES

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

SECTION 3.3 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 within the Local. The Company will notify the Union, in writing, of required reduction. The Union will respond, in writing, within three (3) business days (excluding Saturday, Sunday & Holidays), with the name or names of the least senior employee or employees. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.4 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 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 qualification. 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, whichever is greater.

SECTION 3.5 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties, as described by the National Labor Relations Act.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

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

SECTION 4.2

Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA Section 8(d).

SECTION 4.3

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of the 5th Circuit Contract between the US Marshals Service and Akal Security, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the

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

SECTION 5.2 GENERAL PROVISIONS

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

SECTION 5.3 GRIEVANCE PROCEDURE

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

- A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within eight (8) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within eight 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.
- B. Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.

- D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within eighteen (18) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the Removal of Contractor Employee provision in Section H-3 of the 5th Circuit contract between the US Marshals Service and Akal Security, Inc.

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

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

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progress discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the

seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3 of the contract as referenced in Sections 5.1 and 6.1. The Employee may request, in writing, to the Site Supervisor, that any disciplinary action not resulting in suspension may be considered for removal from the Employee's file after 2 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Per the National Labor Relations Act, changes in shifts must be negotiated with the Union prior to implementation of any such changes. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours **actually worked** in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority (within the worksite) on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
- B. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

SECTION 7.5 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second

rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time. Call in is defined as anytime a CSO is required to report to duty for any business related function.

SECTION 8.2 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Once each year, full-time Employees and shared position Employees at each location shall, at the request of the local, 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 position or vice versa.

SECTION 8.3 WAGE SCHEDULE

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

SECTION 8.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make its best effort to make direct deposit available and to list available personal leave and vacation in each Employee's paycheck.

SECTION 8.5 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. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.6 LEAD CSO RATES

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

SECTION 8.7 COURTHOUSE CLOSURE

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close a Courthouse or Government Building where its employees are assigned. In the event that a closing occurs, employees will be excused and may use personal leave, vacation leave, or leave without pay.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

See Appendix "A" for list of holidays.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A.** A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B.** Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in Section 9.2a above.
- C.** 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 is eligible for pay during the two (2) week pay period in which the holiday occurs. A shared position Employee shall be granted a minimum of four (4) hours pay per holiday. Shared position holiday prorating shall be based upon total non-holiday work days in the pay period.
- D.** Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in Section 9.2c.
- E.** In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

See Appendix "A" for vacation schedule.

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on their individual hourly rate, the number of hours paid in the previous year, and the Employee's anniversary date. A minimum of one-half the full-time benefit is guaranteed for Employees who have been paid for at least 1040 hours in the previous year.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Vacation schedules shall be posted and approved in writing by January 31 and available on a first-come-first-served basis thereafter. If the Company requires an Employee to cancel a vacation after it is approved, the Company will pay the employee the *mitigated expenses* that the employee has actually incurred. Mitigated expenses are those that have actually been paid to a third party (e.g. prepaid vacation expenses, such as airline tickets, cruise tickets, etc.) by the Employee prior to the Company canceling the Employee's vacation *and* for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required.

SECTION 10.4 PAY OPTIONS

Earned vacation pay may be requested at any time and will be paid in the next pay cycle.

SECTION 10.5 UNUSED VACATION

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

SECTION 10.6 PAY IN LIEU OF VACATION LEAVE

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

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate 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 10.8 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

SECTION 10.9 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each, but not less than eight (8) hour increments.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

SECTION 11.2 MEDICAL LEAVE

- A.** The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B.** The Company agrees to honor the FMLA for all Employees.
- C.** During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D.** If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with the Employer.
- E.** Employee's must use all paid personal leave prior to beginning approved FMLA leave.

SECTION 11.3 MILITARY LEAVE

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

SECTION 11.4 UNION LEAVE

Union delegates (up to a maximum of 3) will be granted an unpaid leave of absence no more than once a year for a maximum of seven (7) days 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. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

PERSONAL / SICK LEAVE TABLE

START DATE	RATE OF PERSONAL/SICK LEAVE ELIGIBLE TO USE	
------------	--	--

Date Employee begins working on the contract, based on an October 1 contract start date.	FULL-TIME	SHARED POSITION
October 1 - 31	48.00	24.00
November 1 - 30	44.00	22.00
December 1 - 31	40.00	20.00
January 1 - 31	36.00	18.00
February 1 - 29	32.00	16.00
March 1 - 31	28.00	14.00
April 1 - 30	24.00	12.00
May 1 - 31	20.00	10.00
June 1 - 30	16.00	8.00
July 1 - 31	12.00	6.00
August 1 - 31	8.00	4.00
September 1 - 30	4.00	2.00

- A. Each full-time Employee shall be eligible to use a maximum of 6 days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than 4 hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor. Up to eight (8) hours of personal leave may be used in two (2) hour increments.
- 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 was paid more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid 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 the leave will take effect, except in cases of verified personal emergencies, and include:
 - a. The reasons for such leave;
 - b. The effective dates of such leave;
 - c. The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. 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 sole 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 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

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

SECTION 11.9 BEREAVEMENT LEAVE

- A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to three (3) paid days leave a maximum of 3 times of absence per Government contract year at their straight-time rate of pay. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including foster children, legally adopted children and/or stepchildren), father-in-law,

mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

- B.** The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

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

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. The Employer will provide shoes to all CSO's. Should the Company provided Shoes wear out from normal wear and tear, they will be replaced. The Employer will provide all foul weather gear for each employee as is authorized and funded by the USMS. The Company shall make its best effort to issue uniforms by December 31st and uniforms shall be gender-proper.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union 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 provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examinations and additional testing that is required by the Employer and/or the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam and pre-approve any expenses.
- B. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.
- C. The Employer will pay for the time required for the Employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday 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 the 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 U.S. 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 U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. 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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted.

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.

SECTION 14.2 UGSOA 401(a) Plan

The Company agrees to make deductions for Union members in good standing for the UGSOA 401(a) Plan, if the Union members so choose. At the direction of the individual Union member, the Company may contribute the Health & Welfare and /or Pension payments into the Union members' UGSOA 401(a) plan. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to UGSOA International Union, the Administrator of the UGSOA 401(a) Plan, no later than the Tenth (10th) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (i.e. Health & Welfare, Pension and/or after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

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

SECTION 15.2 OSHA STANDARDS

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

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an 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 prompt termination.

SECTION 16.2 LOCKOUTS

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

ARTICLE 17

SEPARABILITY OF CONTRACT

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

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand 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 19

TERMINATION OF AGREEMENT

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

ARTICLE 20

DURATION

This Agreement shall be effective from August 1, 2005 through September 30, 2007 and supersedes any and all prior agreements or understandings between the 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: United Government Security Officers
of America, Local 111

BY: Bruce W. Hudson

TITLE: PRESIDENT

DATE: 7-11-05

FOR: United Government Security Officers
Of America, International Office

BY: [Signature]

TITLE: President

DATE: 7/12/05

FOR: Akal Security, Inc.

BY: [Signature]

TITLE: Labor Relations Manager

DATE: 7/14/05

Appendix A

Addendum to Collective Bargaining Agreement

Whereas, Akal Security Inc. (hereinafter referred to as “the Company”) and UGSOA Local 111 (hereinafter referred to as “the Union”) entered into an Agreement effective August 1, 2005,

Whereas, the Union has been duly designated by the Company’s non-supervisory employees per Article 1.1 of the Collective Bargaining Agreement

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter in to an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

Current

CSO	\$15.15/hour**
LCSO	\$16.65/hour**

Effective 10/1/05

CSO	\$15.91/hour**
LCSO	\$17.41/hour**

Effective 10/1/06

CSO	*/hour**
LCSO	*/hour**

HEALTH & WELFARE

The Employer agrees to pay employees covered by this agreement the following H&W per hour:

Current

All Employees \$2.69/regular hour paid up to 40 per week

Effective 10/1/05

All Employees \$2.87/regular hour paid up to 40 per week

Effective 10/1/06

All Employees */regular hour paid up to 40 per week

*The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health and Welfare allowance at any time between May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporate into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

**Employees assigned to sites that operate 24 hours per day/7days per week and who work between the hours of 1800 (6:00 p.m.) to 0600 (6:00 a.m.) shall receive an additional 3.5% of their base hourly rate.

UNIFORM ALLOWANCE

CURRENT AND CONTINUING:

All Employees: \$0.10625/regular hour worked up to 40 per week

VACATION

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

CURRENT AND CONTINUING:

Upon completion of 1 year of service:	80 hours
Upon completion of 5 years of service:	120 hours
Upon completion of 10 years of service:	160 hours
Upon completion of 15 years of service:	200 hours

HOLIDAYS

CURRENT AND CONTINUING:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Mardi Gras

Any day designated by the President of the United States as a permanent national holiday.

BEREAVEMENT LEAVE

CURRENT AND CONTINUING:

As stated in Section 11.9 of the CBA:

- A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to three (3) paid days leave a maximum of 3 times of absence per Government contract year at their straight-time rate of pay. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including foster children, legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.
- B. The Employer may require proof of the death for which an Employee requests a paid leave.

JURY DUTY

CURRENT AND CONTINUING:

As stated in Section 11.8 of the CBA:

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

PERSONAL / SICK LEAVE

CURRENT AND CONTINUING:

As stated in Section 11.5 of the CBA:

PERSONAL / SICK LEAVE TABLE

START DATE	RATE OF PERSONAL/SICK LEAVE ELIGIBLE TO USE	
Date Employee begins working on the contract, based on an October 1 contract start date.	FULL-TIME	SHARED POSITION
October 1 - 31	48.00	24.00
November 1 - 30	44.00	22.00
December 1 - 31	40.00	20.00
January 1 - 31	36.00	18.00
February 1 - 29	32.00	16.00
March 1 - 31	28.00	14.00
April 1 - 30	24.00	12.00
May 1 - 31	20.00	10.00
June 1 - 30	16.00	8.00
July 1 - 31	12.00	6.00
August 1 - 31	8.00	4.00
September 1 - 30	4.00	2.00

- A. Each full-time Employee shall be eligible to use a maximum of 6 days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than 4 hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor. Up to eight (8) hours of personal leave may be used in two (2) hour increments.
- 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 was paid more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than

he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

UGSOA Local 111

By: Bruce W. Hulse Dated: 7-11-05

By: Walter W. Stetson Dated: 7-12-05

Akal Security Inc.

By: [Signature] Dated: 7/14/05

By: _____ Dated: _____

DJMS-08-D-0013

Attachment 2

CSO Staffing Forms

CONTRACTOR'S COURT SECURITY OFFICER STAFFING NOTIFICATION

DATE SUBMITTED:	MONTH	DATE	YEAR
EFFECTIVE DATE OF THIS ACTION:	MONTH	DATE	YEAR
CONTRACTOR'S NAME			
CONTRACTOR'S ADDRESS	STREET ADDRESS		
	CITY	STATE	ZIP CODE
INDIVIDUAL'S NAME: [When applicable, start with information on the individual who will no longer be performing for your company.]	LAST	FIRST	MIDDLE
SOCIAL SECURITY NUMBER			
BACKGROUND	<input type="checkbox"/> Incumbent Official Performance Date MM DD YY		<input type="checkbox"/> New Applicant
CURRENT/TARGET POSITION	<input type="checkbox"/> COURT SECURITY OFFICER (CSO)		<input type="checkbox"/> LEAD COURT SECURITY OFFICER (LC SO)
CURRENT OR PROPOSED STATUS	PERMANENT STATUS <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED <input type="checkbox"/> TEMPORARY STATUS [Relative to Military Reasons Only]		
CURRENT OR PROPOSED DISTRICT ASSIGNMENT	DISTRICT'S NAME		DISTRICT NUMBER
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
TYPE OF NOTIFICATION	<input type="checkbox"/> Notification of Status Change <input type="checkbox"/> From permanent part-time to full-time <input type="checkbox"/> From permanent full-time to part-time <input type="checkbox"/> From temporary to permanent status <input type="checkbox"/> From CSO to Site Supervisor		
NOTE TO THE CONTRACTOR: If the individual stated above is a new applicant, you may only check the "Response to a new contract position" box because the remaining actions apply to incumbent CSOs only.	<input type="checkbox"/> Name Change (Legal supporting document is required.)		
	<input type="checkbox"/> Transfer Notification [Provide the address of each facility location below.] From: _____ To: _____		
	<input type="checkbox"/> Notification of Resignation _____ [Insert Date individual resigned.]		<input type="checkbox"/> Notification of Termination _____ [Date the individual was terminated by the company.]
	<input type="checkbox"/> Government Performance Restriction _____ [Insert Date of Notice]		<input type="checkbox"/> Notification of Absence due to: <input type="checkbox"/> Medical Situation <input type="checkbox"/> Family Emergency Medical Leave Act (FEMLA) <input type="checkbox"/> Other _____ <input type="checkbox"/> Military Duty [Attach copy of orders.] Absent From: _____ To: _____
	<input type="checkbox"/> Response to a new contract position. <input type="checkbox"/> Notification of Death [Insert date below.] _____		
	<input type="checkbox"/> Incumbent disqualified due to: <input type="checkbox"/> Failure of Medical Standards <input type="checkbox"/> Background Findings <input type="checkbox"/> Failure of Weapon Test <input type="checkbox"/> Failure to Provide Medical or Other Required Information		<input type="checkbox"/> Other Information (Please explain.) _____ _____

IF THIS ACTION IS NOT A NEW CONTRACT POSITION, WILL THE ACTION RESULT IN A VACANCY OF A AN EXISTING POSITION? <input type="checkbox"/> Yes <input type="checkbox"/> No					
IF YES, WHAT TYPE OF VACANT POSITION WILL RESULT FROM THIS ACTION?					
<input type="checkbox"/> PERMANENT FULL-TIME		<input type="checkbox"/> PERMANENT SHARED		<input type="checkbox"/> TEMPORARY FULL-TIME	
<input type="checkbox"/> TEMPORARY SHARED					
WILL AN INCUMBENT FILL THE VACANT POSITION? <input type="checkbox"/> Yes * <input type="checkbox"/> No (SEE NOTE) ► <small>[If yes, provide the incumbent's information in Section A below and indicate the date the new CSO Package is due to OCS/PSB as a result of the vacant incumbent's position.]</small>			INCUMBENTS MUST TRANSFER TO AN INCUMBENT'S VACANT POSITION WITHIN 72 HOURS AFTER THE VACANCY OCCURRED AND THE NOTIFICATION OF THE TRANSFER MUST BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.		
			MM	DD	YY
WILL A NEW APPLICANT FILL THE VACANT POSITION? <input type="checkbox"/> Yes <input type="checkbox"/> No (SEE NOTE) ► <small>[If yes, indicate the date the new CSO package is due to OCS/PSB. Complete Section B and submit this form in its entirety with the new CSO package.]</small>			THE NEW CSO PACKAGE TO REPLACE THE VACANT POSITION IS DUE 21 DAYS AFTER THE VACANCY OCCURRED AND WILL BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.		
			MM	DD	YY
* ALL TRANSFERS MUST BE MADE WITHIN THE FIRST 72 HOURS AFTER THE VACANCY OCCURS. THEREAFTER, A NEW CSO PACKAGE IS REQUIRED.					
SECTION A. THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING INCUMBENT:					
INCUMBENT'S NAME:		LAST	FIRST	MIDDLE	
INCUMBENT'S SOCIAL SECURITY NUMBER					
CURRENT DISTRICT ASSIGNMENT		DISTRICT'S NAME		DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT		STREET ADDRESS			
		CITY	STATE	ZIP CODE	
FORMER STATUS		PERMANENT STATUS		TEMPORARY STATUS (Relative to Military Reasons Only)	
		<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> SHARED	<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> SHARED
NEW STATUS		PERMANENT STATUS			
		<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> SHARED	<input type="checkbox"/> NO CHANGE	
POSITION CHANGE		FORMER POSITION		NEW POSITION	
		<input type="checkbox"/> CSO	<input type="checkbox"/> LCSO	<input type="checkbox"/> CSO	<input type="checkbox"/> LCSO
SECTION B. THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING NEW APPLICANT:					
APPLICANT'S NAME:		LAST	FIRST	MIDDLE	
APPLICANT'S SOCIAL SECURITY NUMBER					
LOCATION OF POSITION		DISTRICT'S NAME		DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT		STREET ADDRESS			
		CITY	STATE	ZIP CODE	
THIS FORM WAS PREPARED BY:		PRINT NAME AND TITLE		SIGNATURE	
				MM	DD YY
THIS SECTION IS TO BE COMPLETED BY THE UNITED STATES MARSHAL'S SERVICE ONLY.					
<input type="checkbox"/> REPLACEMENT / START-UP COST IS THE CONTRACTOR'S RESPONSIBILITY.					
<input type="checkbox"/> REPLACEMENT / START-UP COST IS THE GOVERNMENT'S RESPONSIBILITY. THE FORMER CSO:					
<input type="checkbox"/> HAD BEEN EMPLOYED BY THE CURRENT CONTRACTOR AS A CSO CONTINUOUSLY FOR A MINIMUM OF 18-MONTHS UNDER THE CONTRACT.					
<input type="checkbox"/> WAS DISQUALIFIED AS A RESULT OF FINDINGS THAT ONLY COULD HAVE BEEN DISCOVERED DURING THE GOVERNMENT'S BACKGROUND INVESTIGATION					
<input type="checkbox"/> DIED					
THIS NOTIFICATION WAS REVIEWED AND FINALIZED BY: _____					
				DATE	

ACKNOWLEDGEMENT OF CONDITIONS OF COURT SECURITY OFFICER ELIGIBILITY

I, _____, understand that my (potential) employer _____ (*Insert the name of the company.*), is under contract with the United States Marshals Service (USMS) to provide security services. I also understand _____ (*Insert the name of the company.*) has, or will hire me to work on their behalf, as a Court Security Officer (CSO), for the purposes of fulfilling its contract responsibilities with the USMS. I understand that I must not at any time, represent myself as an employee of the USMS.

I acknowledge and understand that my eligibility to perform services under the contract will be determined by the USMS based upon meeting all CSO contract qualifications standards. These qualifications include successful completion of an initial and yearly medical examination; weapon qualification test; a background investigation; and, other CSO qualification standards noted in the contract.

I acknowledge and understand my suitability and eligibility to perform as a CSO under the contract will be an annual requirement, or as deemed necessary by the Government. I acknowledge and agree that if I fail, at anytime, to meet any of the CSO qualification standards, I will be prohibited from performing services under the USMS contract.

I fully understand and accept that if I am granted an "interim approval" to begin performing CSO services under the contract and subsequently fail to pass the medical standards, the weapons qualification standards or the background investigation, this approval will be revoked.

Name: _____
(Please Print)

Signature: _____

Date: _____

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER CONTRACTOR'S PRELIMINARY BACKGROUND CHECK FORM

ATTENTION CONTRACTOR: This form must be used to conduct preliminary background checks on those individuals proposed to perform on your company's behalf under the United States Marshals Service's contract for court security services. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United State Marshals Service's contract.

CONTRACTOR COMPANY'S NAME _____

TELEPHONE NO. _____

() -

CONTRACTOR COMPANY'S ADDRESS _____

Street Address _____

City _____

State _____

Zip Code _____

NAME OF THE PERSON CONDUCTING
THE PRELIMINARY BACKGROUND CHECK _____

STATE THE DISTRICT, BUILDING,
AND FACILITY WHERE THE
APPLICANT WILL WORK. _____

Title _____

1. APPLICANT'S NAME _____
Last First Middle

2. PREFERRED TITLE ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.

3. OTHER NAMES USED (Include nicknames, aliases, maiden name, etc.) _____

4. SOCIAL SECURITY NUMBER _____ - _____ - _____

5. DATE OF BIRTH (MM/DD/YYYY) _____ - _____ - _____

6. PLACE OF BIRTH (City/State/County or Foreign Country) _____

7. ARE YOU A CITIZEN OF THE UNITED STATES? (If no, provide the following information) ☐ YES ☐ NO

Country(ies) of citizenship _____

Alien Registration Number _____

Date and Place Issued _____

If a Naturalization Citizen, provide the following information.

Naturalization Number _____

Date and Place Issued _____

8. DID YOU GRADUATE FROM HIGH SCHOOL? *If you have a GED high school equivalency, answer yes.*

- ☐ YES (If "YES," give month and year graduated.) _____
(MM/DD/YY)
- ☐ NO

WRITE THE NAME AND LOCATION (City and State) OF THE LAST HIGH SCHOOL YOU ATTENDED OR WHERE YOU OBTAINED YOUR GED HIGH SCHOOL EQUIVALENCY.

9. CAN YOU READ, WRITE, AND SPEAK THE ENGLISH LANGUAGE? ☐ YES ☐ NO

10. DO YOU HAVE A CURRENT DRIVER'S LICENSE? IF YES, FROM WHAT STATE?

☐ YES ☐ NO STATE _____

IF "YES," HAVE YOU MAINTAINED A SAFE DRIVING RECORD FOR THE PAST 5 YEARS? (IF "NO," PLEASE PROVIDE AN EXPLANATION BELOW.)

IF NO, CAN YOU OBTAIN A VALID STATE DRIVER'S LICENSE? (IF NO, EXPLAIN WHY.) ☐ YES ☐ NO

11. HAVE YOU AT LEAST 3 CALENDAR YEARS OF VERIFIABLE EXPERIENCE AS A CERTIFIED LAW ENFORCEMENT OFFICER OR ITS MILITARY EQUIVALENCY AND YOUR APPOINTMENT AS A LAW ENFORCEMENT OFFICER INCLUDED GENERAL ARREST AUTHORITY? *(Note: Experience does not have to be consecutive.)* ☐ YES ☐ NO

12. DID YOU COMPLETE OR GRADUATE FROM A CERTIFIED FEDERAL, STATE, COUNTY, LOCAL OR MILITARY LAW ENFORCEMENT TRAINING ACADEMY OR PROGRAM THAT PROVIDED INSTRUCTION ON THE USE OF POLICE POWERS IN AN ARMED CAPACITY WHILE DEALING WITH THE PUBLIC? ☐ YES ☐ NO

ATTENTION CONTRACTOR: You must verify the applicant's arrest authority and obtain a copy of the applicant's training certificate or diploma prior to submitting the applicant's package to the United States Marshals Service. If the applicant did not receive a training certificate or diploma, a letter from the training department or agency may suffice. This letter must indicate that the applicant was employed as a law enforcement officer and that the department or agency did not or does not issue certificates or diplomas upon completion of such training.

TO BE COMPLETED BY THE CONTRACTOR ONLY

1. Was the applicant's employment history verified? ☐ YES ☐ NO
2. The applicant's employment history was verified through which agency or department representative?
☐ Immediate Supervisor ☐ Personnel Office ☐ Other (Provide the person's name and title below.)

3. Did you discuss the applicant's character, qualifications, and work record? ☐ YES ☐ NO
4. If possible, would the agency (ies) rehire the applicant? ☐ YES ☐ NO

ADDITIONAL COMMENTS: _____

13. APPLICANT'S SIGNATURE, CERTIFICATION, AND RELEASE OF INFORMATION

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, and other authorized employees of my potential employer, who is under contract with the Federal Government (United States Marshals Services) for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

APPLICANT'S SIGNATURE

DATE (MM/DD/YY)

14. CONTRACTOR'S SIGNATURE AND CERTIFICATION STATEMENT

I hereby certify that I have been authorized by my employer, _____
to conduct a complete and thorough preliminary background check on the subject applicant, whom my employer is seeking to hire, and/or provide as a qualified candidate for a CSO position. I also certify that the findings resulting from the preliminary background check have been stated in a true, complete, and accurate manner.

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

DATE (MM/DD/YY)

CERTIFICATION OF COURT SECURITY OFFICER PERFORMANCE STANDARDS

I, _____ (*Name of Certifier*), hereby certify that I have read, understand, and received a copy of the Court Security Officer Performance Standards outlined in the current contract between the United States Marshals Service and my employer, _____ (*Contractor's Name*). I also understand that any violations of the performance standards could result in temporary or permanent removal from performing under any United States Marshals Service's court security contract.

CSO's Name (Print)

Social Security Number

CSO's Signature

Date

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

District Assignment:

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.
--

CERTIFICATE OF COMPLIANCE

**THE LAUTENBURG AMENDMENT, TITLE 18, SECTION 922(G)(9)
OF THE UNITED STATES CODE**

I, _____ (*Name of Certifier*),
hereby certify that I have been informed and understand that my position as a Court
Security Officer is subject to the Lautenburg Amendment, Title 18, Section 922(g)(9) of
the United States Code.

I certify that I have not been convicted in any court of a misdemeanor crime
relative to domestic violence.

I also understand and accept that if I violate the Lautenburg Amendment, Title 18,
Section 922(g)(9) of the United States Code, my eligibility to perform as a Court Security
Officer under any United States Marshals Service's court security contract will be
revoked.

CSO's Signature

Witness' Signature
(Contractor's Supervisory Representative)

Date

Date

**INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and
forward the original to the United States Marshals Service, Judicial Security Division, Office of
Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.**

IN-DISTRICT (PHASE I) ORIENTATION CERTIFICATION

I, _____ (*Insert the name of the
Court Security Officer.*) hereby certify that I have completed the In-District Orientation
(Phase I) at the United States Marshals Service's District of _____
office, on _____ (*Insert applicable orientation date*).

CSO's Signature

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

Date

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward a copy of the form to the COTR. Mail the original form to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-10000.

IN-DISTRICT (PHASE I) ORIENTATION CERTIFICATION

I, _____ (*Insert the name of the Court Security Officer.*) hereby certify that I have completed the In-District Orientation (Phase I) at the United States Marshals Service's District of _____ office, on _____ (*Insert applicable orientation date*).

CSO's Signature

Date

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward a copy of the form to the COTR. Mail the original form to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-10000.

NOTIFICATION OF A COURT SECURITY OFFICER'S OFFICIAL PERFORMANCE DATE

DATE	MONTH	DATE	YEAR
CONTRACTOR'S INFORMATION	NAME		
	STREET ADDRESS		
	CITY	STATE	ZIP CODE
	TELEPHONE NO. () -		
CSO'S NAME	LAST NAME	FIRST NAME	MIDDLE NAME
SOCIAL SECURITY NO.		-	-
DISTRICT ASSIGNMENT		DISTRICT NO.	
FACILITY LOCATION	STREET ADDRESS		
	CITY	STATE	ZIP CODE
CSO'S STATUS (Check the applicable box.)	PERMANENT STATUS		TEMPORARY STATUS (MILITARY)
	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED	<input type="checkbox"/> SHARED	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED
SUITABILITY DETERMINATION DATE	MONTH	DATE	YEAR
INITIAL WEAPON QUALIFICATION DATE	MONTH	DATE	YEAR
IN-DISTRICT ORIENTATION DATE	MONTH	DATE	YEAR
OFFICIAL PERFORMANCE DATE	MONTH	DATE	YEAR
I hereby certify that the above information is true and accurate.		I hereby certify that the individual stated above has fulfilled the In-District Orientation and the weapons proficiency test requirements.	
Court Security Officer's Name (Print)		Contractor's Supervisory Representative Name (Print)	
Court Security Officer's Signature		Contractor's Supervisory Representative Signature	
Date		Date	

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000, within 5 business days after the individual's official performance date.

Certificate of Medical Examination for Court Security Officers

Date of Examination: _____

Purpose of Examination:

- ☐ New Applicant Exam
☐ Annual Medical Exam

Name: _____

District: _____

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)

Date

CSO-229 INSTRUCTIONS

CSO (INCUMBENTS)/APPLICANTS:

- Nothing to eat or drink (except water) for 12 hours prior to examination appointment time. Regularly scheduled medications may be taken, as directed, unless you are a diabetic. Diabetics must contact their treating physician regarding the procedure they should follow for fasting before having laboratory tests performed.
- ALL SHADED AREAS are to be completed in ink by contractor's employee/applicant and reviewed by Examining Physician. Use the Supplemental Information page (p. 8) if additional space is needed.
- Provide details where necessary. **Do not leave any question blank. Do not use "white out" or correction tape. Additional information must be documented on the attached "Supplemental Information" sheet.**
- **Eyeglass (including "over the counter" reading glasses) and contact lens wearers: you must wear or bring your glasses/contacts with you to the examination.**
- **Hearing aid wearers:** The hearing test must be performed without hearing aids.
- All certification statements must be signed and dated.

EXAMINING CLINIC STAFF:

- Corrections/alterations to documentation must be legible and signed or initialed by staff member.
- "White out"/correction tape must not be used.
- All test results and report forms must be legible and clearly identified with the CSO's name and the date the test was performed.
- The designated physician must co-sign all examinations performed by Physician Assistants or Nurse Practitioners.

CHECKLIST FOR CLINIC STAFF:

- ___ Fasting Chemistry panel to include fasting glucose, electrolytes, liver & renal function tests.*
* If specimen is hemolyzed, lab test must be repeated.
- ___ Fasting Lipid Panel
- ___ CBC with WBC differential & Platelet Count*
* If specimen is hemolyzed, lab test must be repeated.
- ___ Urinalysis (Test results for Specific Gravity, Glucose, Protein, & Blood in the urine must be documented)
- ___ 12 lead resting EKG (Lead placement must be verified by physician)
- ___ Hearing test - pure tone air conduction audiogram results (Attach printout or record results on page 10.)
CSO must be positioned in such a way that he is unable to visually detect the administration of tones during testing.
- ___ Vision test results

PART I. COURT SECURITY OFFICER IDENTIFICATION

NAME (Last, First, Middle-*Type or print*) _____ Soc. Sec. No. _____ Sex ☐ M ☐ F Date of Birth _____

Circuit _____ District _____ Applicant ☐ Incumbent ☐ Date of Hire _____ Date of Exam _____

PART II. COURT SECURITY OFFICER MEDICAL RELEASE FORM

I, _____, authorize my employer and an examining physician, _____, to release my medical examination records to the United States Marshals Service (USMS) for employment consideration as a Court Security Officer, with the stipulation that the released information be kept confidential and used solely for the purposes of determining my medical qualification. In addition, I hereby grant the USMS permission to release my medical records to the reviewing medical officials designated by the USMS.

SIGNATURE DATE

WITNESS DATE

PART III. REPORT OF MEDICAL HISTORY**STATEMENT OF MEDICATIONS CURRENTLY USED:**

NOTE: CHECK HERE IF MEDICATIONS ARE NOT CURRENTLY USED ☐
(Use the supplemental information page located at the end of the exam form if additional space is needed)

Name of Medication	Diagnosis	Dosage	Taken Since

STATEMENT OF HOSPITALIZATION HISTORY:

NOTE: CHECK HERE IF NEVER HOSPITALIZED..... ☐

Admission Date	Reason for Admission	Type of Treatment	Outcome

PART III. REPORT OF MEDICAL HISTORY. CONTINUED

STATEMENT OF SURGICAL HISTORY INCLUDING OUTPATIENT PROCEDURES:

NOTE: CHECK HERE IF NO PRIOR HISTORY OF SURGERY ☐

Date of Surgery	Diagnosis	Type of Procedure	Outcome

Check each of the following items YES or NO. Every item checked YES MUST be carefully explained in the blank space on the right. (Use the supplemental information page located at the end of the exam if additional space is needed)

	<u>YES</u>	<u>NO</u>	<u>EXPLANATION</u>
I. Have you been refused employment or been unable to hold a job or stay in school because of:			
A. Sensitivity to chemicals, dust, sunlight, etc.	<input type="checkbox"/>	<input type="checkbox"/>	_____
B. Inability to perform certain motions	<input type="checkbox"/>	<input type="checkbox"/>	_____
C. Inability to assume certain positions	<input type="checkbox"/>	<input type="checkbox"/>	_____
D. Other medical reasons (If yes, give reason)	<input type="checkbox"/>	<input type="checkbox"/>	_____
II. Have you ever been denied life insurance? (Give reason for denial and details.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
III. Have you been advised to have any operations not listed under "Surgical History" above? (Give type of procedure and when recommended.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
IV. Have you ever been rejected for, or discharged from, military service because of physical, mental, or other reasons? (Give date, reason, type of discharge, if any.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
V. Have you ever received or applied for disability compensation or disability pension? (If yes, specify what kind, granted by whom, amount, when and why.)	<input type="checkbox"/>	<input type="checkbox"/>	_____

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Contractor's employee/applicant **MUST PROVIDE** an explanation in the **Comments** section below for each YES (current or past) item checked below.

All shaded areas **MUST** be completed by the Contractor's employee/applicant.

GENERAL CONDITION

Have you now or have you ever had (check one box for each item in the shaded area)

	YES NOW	YES PAST	NO
1. Recent gain/loss of weight			
2. Chronic or frequent colds			
3. Skin diseases			
4. Anemia			
5. Leg Cramps			
6. Adverse reaction to serum drug, or medicine			
7. Tumor (Specify type/location in the Comments section below)			
8. Growth (Specify type/location in the Comments section below)			
9. Cyst (Specify type/location in the Comments section below)			
10. Cancer (Specify type/location in the Comments section below)			
11. Diabetes or sugar in urine			
12. Stutter or stammer habitually			
13. Excessive bleeding after injury or surgery			
14. Do you wear glasses or contact lenses?			
15. Blindness in one eye			
16. Sleep apnea			

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)

Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

PART IV. PHYSICAL EXAM

YES
NOW
YES
PAST
NO

HEAD, EYES, EARS, NOSE, THROAT (INCLUDING THYROID)

			17. Eye trouble or surgery (RK, PR, Lasik, or other)
			18. Ear, nose, throat, sinus trouble
			19. Hearing loss
			20. Severe tooth/gum trouble
			21. Hay Fever/Allergies
			22. Thyroid Trouble
			23. Wear a hearing aid <input type="checkbox"/> right ear <input type="checkbox"/> left ear

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

CARDIORESPIRATORY

			24. Scarlet or Rheumatic fever
			25. Tuberculosis
			26. Exposed to someone with Tuberculosis
			27. Coughed up blood
			28. Asthma/emphysema/shortness of breath
			29. Chest pain or pressure
			30. Chronic Cough/Bronchitis
			31. Palpitation/Pounding Heart
			32. Heart disease or trouble
			33. High or low blood pressure
			34. Disease of the arteries
			35. Abnormal chest X-ray
			36. Increased Cholesterol level
			37. Abnormal ECG or Stress test

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

GASTROINTESTINAL

			38. Frequent Indigestion/Reflux
			39. Gallbladder trouble/Stones
			40. Jaundice or hepatitis
			41. Hemorrhoids
			42. Stomach, Liver, intestinal trouble

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED
PART IV. PHYSICAL EXAM

YES
NOW
YES
PAST
NO

GENITOURINARY/HERNIAS

			43. Rupture/hernias
			44. Frequent or painful urination
			45. Kidney Stone or blood in urine
			46. Protein in urine
			47. Prostate trouble / surgery

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

NERVOUS SYSTEM

			48. Frequent or severe headache
			49. Dizziness/vertigo
			50. Fainting Spells/Syncope
			51. Head injury
			52. Stroke
			53. Neuritis
			54. Paralysis
			55. Epilepsy or seizures
			56. Frequent trouble sleeping
			57. Depression, anxiety, excessive worry
			58. Loss of memory or amnesia
			59. Periods of unconsciousness
			60. Psychiatric counseling
			61. Learning disability
			62. Treatment for mental condition
			63. Attempted suicide

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

MUSCULOSKELETAL

			64. Wear a brace or back support
			65. Swollen or painful joints
			66. Broken bones
			67. Arthritis, bursitis, tendonitis
			68. Bone/joint or other deformity
			69. Back pain / trouble
			70. Painful or "trick" shoulder/elbow
			71. "Trick" or locked Knee
			72. Gout
			73. Loss of finger or toe
			74. Foot pain or trouble

****Exam must include range of motion/spasm of lumbar spine, stability of both knees.****

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)

Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

[illegible]

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Is there any other medical disorder or physical impairment that has not been documented above which could interfere with the full performance of the duties listed on page 11?

☐ YES (Explain below) ☐ NO

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

PRINT (INCUMBENT) APPLICANT NAME

SIGNATURE

DATE

PART V. PHYSICAL MEASUREMENTS

All unshaded areas are to be completed by the Examining Physician or clinic staff.

Vital signs

Weight _____ Height ____ Ft. ____ In. Blood Pressure ____/____ Pulse _____

Vision-Acuity:	<u>Both</u>	<u>Right</u>	<u>Left</u>		<u>Both</u>	<u>Right</u>	<u>Left</u>
Uncorrected Near	20/____	20/____	20/____	Uncorrected Far	20/____	20/____	20/____
Corrected Near	20/____	20/____	20/____	Corrected Far	20/____	20/____	20/____

Vision-Color:

Testing **MUST** be done with Ishihara (or comparable) Pseudo-Isochromatic Plates. A MINIMUM OF FOURTEEN PLATES must be reported.

Type of test: ☐ Ishihara ☐ Other _____ # of plates correct: _____ # of plates tested _____

Vision-Peripheral:

Is the peripheral vision normal? (Check one) ☐ YES ☐ NO

Vision-Depth Perception:

Results must be recorded in seconds of arc.

Type of test: _____ Score: _____ Seconds of arc: _____

Hearing Testing must be done with an AUDIOMETER IN A SOUND CONTROLLED ROOM OR BOOTH. Each ear must be tested separately at 500, 1000, 2000, 3000, and 4000 Hz. **HEARING AIDS MAY NOT BE USED DURING TESTING.** Attach audiometer printout to this page.

Results:	500	1000	2000	3000	4000
Right ear					
Left ear					

PART VI. EXAMINATION SUMMARY

DOCTOR PLEASE NOTE:

Please be advised that the COURT SECURITY OFFICER IS A WEAPONS BEARING SECURITY POSITION. The range of duties that the officer must be constantly prepared to perform include INTENSE PHYSICAL EXERTION, USE OF FIREARMS AND PHYSICAL CONFRONTATION. Emergency situations requiring such activities MAY ARISE WITHOUT WARNING and require maximum performance with no opportunity for preparation. Any condition that can subtly or suddenly compromise the CSO's ability to perform the full range of duties may result in INJURY or DEATH to the officer, co-workers or members of the public.

Detailed description of the essential job functions of the Court Security Officer position may be found on page 11.

(Use the supplemental information page if additional space is needed)

Problem List (past & present medical/surgical conditions):	Recommended Limitations (Essential job functions are listed on page 12.)

Are there any contraindications to the performance of aggressive security activities? ☐ YES ☐ NO

Check if supplemental information page is used ☐

Doctor, please affirm the three following statements with a check in the associated box and sign below. Thank you for your assistance in this important clearance process:

- ☐ I have reviewed and understand the available materials describing the requirements of the CSO position.
- ☐ I have reviewed the attached ECG for adequacy and proper lead placement.
- ☐ I have reviewed the currently available laboratory reports and other testing for adequacy and completeness.

EXAMINING PHYSICIAN'S NAME (Type or print)

SIGNATURE

ADDRESS (including ZIP code)

OFFICE TELEPHONE NUMBER

FACSIMILE NUMBER

The following must be attached to this exam form:

- ☐ Fasting Chemistry Panel to include liver and renal function tests, fasting glucose by venipuncture, and electrolytes.
- ☐ Fasting Lipid Panel
- ☐ CBC with WBC differential and platelet count.
- ☐ Urinalysis for specific gravity, Blood, Glucose and Protein.
- ☐ 12 Lead ECG (original) lead placement must be verified by the examiner.
- ☐ Audiometer Printout or results recorded on page if printout is not available.
- ☐ Vision test results (Test records may be attached to this form).

COURT SECURITY OFFICER'S JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

Personal Qualifications Statement (Court Security Officer)

READ THE INFORMATION BELOW PRIOR TO COMPLETING.

WHAT AUTHORITY DO WE HAVE TO ASK YOU FOR THE INFORMATION REQUESTED ON THIS FORM?

The U.S. Government is authorized to ask for this information under Section 3301 of Title 5 and Section 3101 of Title 44 of the U.S. Code. We ask for your Social Security number to keep our records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

HOW DO WE USE THIS FORM?

Review the form in its entirety prior to answering any questions. Be sure that you understand the questions and your responses prior to completion of the form.

This form will be used in processing your application. We use the information from this form primarily as the basis for an initial background investigation that will be used to determine your qualifications (to include law enforcement qualifications), suitability and eligibility for a clearance to work for the U.S. Government under contract.

Asking you for this information is in compliance with the Privacy Act of 1974. The information you give us is for Official Use Only; is protected from unauthorized disclosure. The U.S. Marshals Service may share some information with Federal and other sources to get additional information about you. We may also give some of the information to Federal, State, and local agencies checking on law violations or for other lawful purposes.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your employment or clearance prospects to work for the U.S. Government under contract.

TYPE OR LEGIBLY PRINT YOUR ANSWERS. We cannot accept your form if it is not legible. All questions on this form must be answered. If no response is applicable, indicate this by entering "N/A." Follow all form instructions fully, or we cannot process your form.

STATE CODES. Use the State Codes (two letter abbreviations) used by the Post Office, if you cannot spell out the state. *Do not abbreviate names of cities.*

USE 5 OR 9 - DIGIT ZIP CODES. If you do not know a ZIP Code, a ZIP Code directory is available at all Post Offices at www.usps.com. Please use them.

DATES. When providing dates, use YYMMDD. For example, June 8, 1988, would be 980608 and January 1988 would be 8801.

ADDITIONAL SHEETS. If there is not enough room on the sheets provided, please attach additional sheets so that you can provide as complete an answer as possible. Be sure to indicate the item number corresponding to the item being carried over to the additional sheet. Place your name and social security number on the additional sheet so that it can be readily identified if it should become separated from the form.

SIGNATURE AND DATE. Be sure to sign the forms in black or blue-black ink. Initial and date any changes you make to this form after you sign it.

ANY FORMS THAT ARE RECEIVED INCOMPLETE WILL BE RETURNED. THIS WILL DELAY THE PROCESSING OF YOUR CASE AND COULD EVEN RESULT IN YOUR NOT BEING SELECTED.

(Cont'd.)

HOW DO WE USE THIS FORM? (Cont'd.)

DOCUMENTATION. Copies of documents that verify any significant claims or activities should be provided. For example: alien registration; naturalization certificate; originals or certified copies of college transcripts or degrees; high school diploma; professional license(s) or certificate(s); military discharge certificate(s) (DD Form 214); marriage certificate(s); divorce papers; tax returns; passport; and/or business licenses(s).

NAME CHANGES. If you have had a name change from that indicated on the form, you must provide a copy of the documentation of any legal name change. If the name you are currently using is not a legal name, please use your official name as indicated on your birth certificate or marriage license.

EMPLOYMENT. Ensure that you list any previous law enforcement related employment, including military (i.e. Military Police, Master at Arms, etc.). Provide this experience in Section 22-23 whenever it occurred. It does not have to be consecutive. Explain how this experience included general arrest authority in the remarks to this section.

WHAT ARE THE PENALTIES FOR INACCURATE OR FALSE INFORMATION?

The U.S. Criminal Code provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$ 10,000, or 5 year imprisonment, or both. In addition, Federal agencies generally fire or disqualify individuals who have materially and deliberately falsified investigative forms, and this remains a part of our record for future use. Because the position for which you are being considered is a public trust position, your trustworthiness is a very important consideration in deciding your suitability or eligibility to perform under the contract.

- | | | |
|---|---|--|
| <p>15. a. Do you have any physical or mental condition which might interfere with your ability to perform the work required (e.g., epilepsy, diabetes, alcoholism, drug addictions, cataracts, heart (<i>cardiovascular</i>) problems, psychiatric disorders, etc.?</p> <p>b. Have you ever used any narcotic, depressant, stimulant, hallucinogen (to include <i>LSD or PCP, or cannabis</i>) (to include <i>marijuana or hashish</i>), except as prescribed by a licensed physician?</p> <p>c. Have you ever been involved in the illegal purchase, possession, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis?</p> <p>d. Has your use of alcoholic beverages (such as liquor, beer, wine) ever resulted in the loss of a job, arrest by police, or treatment for alcoholism?</p> <p>e. Have you ever been a patient (<i>whether or not formally committed</i>) in any institution primarily devoted to the treatment of mental, emotional, psychological, or personality disorders?</p> | <p><u>YES</u></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><u>NO</u></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|---|---|--|

NOTE: If the answer to Question 15 a through e above is Yes, please provide detailed information in Item 18. Prior to award of a contract, you will be required to provide a physician's signed statement that the above condition will not interfere with your ability to perform the work required.

- | | | |
|--|---------------------------------|---------------------------------|
| <p>16. Are you now or have you ever been affiliated with any organization, association, movement, group, or combination of persons which advocates the overthrow of our constitutional form of government or which has adopted a policy of advocating or approving the commission of acts of force or violence to deny other persons their rights under the Constitution of the United States or which seeks to alter the form of government of the United States by unconstitutional means?</p> | <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> |
| <p>17. To the best of your knowledge, have you ever been the subject of a background investigation (by either Federal, state, local, or private industry) or been given a security clearance?</p> | <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> |

If your answer is Yes, provide the following information and provide a copy of investigation certification, if available:

Agency requiring the clearance	Type of Investigation (i.e., NACI, LBI, BI, SBI...)	Date Clearance Issued/ Investigation Completed
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[illegible]

19. Current work status (*check one*):

☐ Retired

NO

22. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

List ALL law enforcement employment, whenever it occurred.

[illegible]

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)

Date _____

Name (Type/Print)

23. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

Name and address of employer's organization	Dates employed (<i>month & year</i>)	Avg. No. Hrs. per week
	From _____ To _____	_____
	Salary or earnings Beginning \$ _____ per _____ Ending \$ _____ per _____	

Exact Title of Your Position	Name of Immediate Supervisor	Area Code	Telephone No.	No. Employees supervised _____
------------------------------	------------------------------	-----------	---------------	--------------------------------

Kind of Business	If Federal Service, give series, grade or rank
------------------	--

Description of work (Describe your specific duties, responsibilities, experience conducting felony arrests, use of general arrest authority, and accomplishments in this job)

[illegible]

Space for detailed answers and continuation of information (cont'd.):

[illegible]

CSO WEAPONS QUALIFICATION RECORD

1. NAME (Last, First, MI)	2. DISTRICT	3. ASSIGNED FACILITY	4. DATE COURSES FIRED (mm/dd/yyyy)

QUALIFICATION RESULTS

5a. WEAPON TYPE	5b. QUALIFICATION	6. MAKE	7. MODEL	8. CALIBER	9. BARREL LENGTH	10. PROPERTY OF:	11. SERIAL NUMBER
HANDGUN	QUALIFICATION					USMS	

12. Ammunition Used (Brand, Caliber, Weight, Type [JHP, JSP, Etc.])		13. SCORE	14. QUALIFICATION LEVEL	15. SHOOTER'S INITIALS	16. DATE OF RETESTS (If applicable)
Qualification					//////////
1 st Retest					
2 nd Retest					

<p>17. <u>USE OF DEADLY FORCE AND FIREARMS POLICY:</u></p> <p><i>I have read and understand the current DOJ Uniform Deadly Force Policy as well the contract requirements.</i></p> <p>Signature: _____ Date: _____</p>	<p>18. <u>CONTRACTOR'S FIREARMS INSTRUCTION CERTIFICATION</u></p> <p><i>This certifies that the course of fire, qualification level, scores, weapons and ammunition used are authorized and indicated herein, and that the individual stated above demonstrated proficiency with their issued weapon.</i></p> <p>Signature: _____ Date: _____</p>
---	--

<p>19. <u>WEAPON INSPECTION:</u></p> <p>The firearm described herein has been inspected by a contractor authorized Firearms Instructor (named in Block 18) and: Does <input type="checkbox"/> / Does Not <input type="checkbox"/> meet the contract requirements.</p>	<p>20. <u>HOLSTER INSPECTION:</u></p> <p>The holsters and accessory equipment used (magazines/magazine holders) have also been inspected and: Does <input type="checkbox"/> / Does Not <input type="checkbox"/> meet the contract requirements as to design and serviceability.</p>
---	--

21. <u>VERIFIED BY:</u> (NOTE: <u>THE WEAPONS QUALIFICATION TEST MUST BE VERIFIED BY A REPRESENTATIVE OF THE USMS</u>)	
PRINTED NAME: _____	SIGNATURE: _____
TITLE: _____	DATE: _____

REMARKS:

INSTRUCTIONS FOR COMPLETING THE CSO WEAPONS QUALIFICATION FORM

1. Contractor's name.
2. District assignment (*D/MA, S/NY, D/MD, E/VA, etc.*).
3. Facility assignment.
4. The date on which the course of fire was performed.
- 5a. No additional information is necessary
- 5b. No additional information is necessary
6. The name of the weapon's manufacturer.
7. The manufacturer's designation for the weapon.
8. The caliber of the weapon.
9. No additional information is necessary
10. No additional information is necessary
11. The weapons serial number.
12. The exact load shot during course of fire as designated from the current contract.
13. The score fired during the course of fire. If a retest is required, note subsequent scores on the appropriate lines.
14. The ranking of the CSO's score (de, ex, ss, mm, dnq). See the chart below for the exact ranking for each course of fire.
15. The contractor initials the qualification record thus indicating that the information provided is correct.
16. Dates of two allowed subsequent retests (*Provide only if applicable.*)
17. No additional information is necessary
18. Certification by the Contractor's Firearms Instructor
19. Verification that the weapon was inspected and meets the USMS standards.
20. Verification that the contractor's equipment meets the USMS standards.
21. Verification by authorized USMS Representative that the contractor and the CSO met the USMS standards and contract requirements

QUALIFICATION RANKINGS	
Distinguished Expert (DE)	250
Expert (EX)	238 - 249
Sharpshooter (SS)	213 - 237
Marksman (MM)	175 - 212
Did Not Qualify (DNQ)	174 or below

SAMPLE - See ordering procedures.

[illegible]

COURT SECURITY OFFICER CONTRACTOR'S MEDICAL PRACTITIONER'S DATA SHEET

ATTENTION CONTRACTOR: Pursuant to your contract with the United States Marshals Service, this form must be completed and submitted for each designated licensed physician that you desire to perform and document medical examinations on behalf of your company. To obtain approval, this form must be submitted to the Judicial Security Division, Chief, Office of Court Security, Washington, DC 20530-1000. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United State Marshals Service's contract.

PHYSICIAN'S NAME

PHYSICIAN'S TELEPHONE NO.

_____ () _____ - _____

PHYSICIAN'S ADDRESS

_____ Street Address

_____ City _____ State _____ Zip Code

PHYSICIAN'S SOCIAL SECURITY NUMBER

DATE OF BIRTH

_____ - _____ - _____ _____ - _____ - _____

NAME AND LOCATION OF THE MEDICAL SCHOOL ATTENDED:

_____ Street Address

_____ City _____ State _____ Zip Code

MONTH AND YEAR OF GRADUATION: _____ - _____ - _____

LIST JOB RELATED LICENSES: _____

DATE OF LATEST LICENSE: _____ - _____ - _____

STATE OF LICENSE: _____

MEDICAL LICENSE NUMBER: _____

COURT SECURITY OFFICER CONTRACTOR'S REQUEST TO REEVALUATE AN INDIVIDUAL'S MEDICAL QUALIFICATION

ATTENTION CONTRACTOR: Use of this form is required when a Court Security Officer is returning to perform security services after recovering from an injury, extended illness, and/or outpatient or inpatient surgery, including such procedures as LASIK. This form must be completed by the Court Security Officer's attending physician and submitted to the Office of Court Security for a qualification determination. A Court Security Officer may not resume security services until the Office of Court Security has provided written approval for the individual to resume performing under the applicable contract. Please fax and submit the completed form to the Office of Court Security at (202) 307-5217, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER INFORMATION DISTRICT: _____ DISTRICT NO: _____

NAME: _____
 _____ LAST _____ FIRST _____ MIDDLE _____

SSN: _____ DATE OF INJURY, ILLNESS, AND/OR SURGERY: ____/____/____

GIVE A DESCRIPTION OF THE INDIVIDUAL'S INJURY, ILLNESS, AND/OR SURGERY. (PLEASE IDENTIFY THE AREA(S) OF THE BODY AFFECTED):

ATTENTION ATTENDING PHYSICIAN: The individual listed above is seeking to resume work as an **armed** Court Security Officer. It is imperative that you consider the individual's condition along with the **life-threatening situation** that a Court Security Officer may encounter. Court Security Officer duties may include physical exertion, **use of firearms, and physical confrontation**. These requirements may **arise without warning** and under adverse weather/environmental conditions. Inability to safely perform such duties may result in injury or death to the individual or others. Please review the Court Security Officer contract requirements listed on page four, consider your medical assessment of the individual's medical condition, and provide a written response to each of the questions listed below.

1. **Diagnosis (include all associated conditions/symptoms detected):**

2. Does the individual have any physical or mental restrictions or limitations? ☐ Yes ☐ No

- a. If restrictions or limitations exist, please explain the circumstances in detail, including how long such challenges may exist.

- b. Are the restrictions or limitations temporary or permanent? ☐ Temporary ☐ Permanent

3. Describe all treatments, including physical therapy or psychotherapy, and the duration of the treatment(s) provided to the individual. List all medications, including the name of the medication, the dosage prescribed as well as frequency, and any potential side effects the medication may cause. In addition, list any supportive devices, i.e., braces, crutches, hearing aids, etc., that the individual received.

4. Will the treatment affect the individual's ability to perform any of the Court Security Officer duties identified on page four? If yes, please explain in detail below. ☐ Yes ☐ No

5. Prognosis (Please address whether or not the individual's symptoms are likely to reoccur, progress, or be aggravated if the Court Security Officer performs any of the duties listed on page four.

6. Can the individual return to full, unrestricted security duties? * ☐ Yes ☐ No (If no, please explain below.)

For instance, does the individual have the ability to:

- | | | |
|---|------------------------------|-----------------------------|
| a. Safely use and retain a handgun? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Physically subdue an attacker(s)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Physically control violent or unruly crowds? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Climb two flights of stairs in pursuit or in an emergency? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. Sit or stand in one position for at least two hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* Please note that your response must indicate that the individual has the ability to meet all of the 29 CSO job functions listed on page four.

ATTENDING PHYSICIAN'S CERTIFICATION: I hereby certify that my assessment and responses to the questions listed on this form are true, complete, and accurate to the best of my knowledge and ability.

ATTENDING PHYSICIAN'S NAME: (Print) _____

ATTENDING PHYSICIAN'S SIGNATURE: _____

DATE: _____

MEDICAL FACILITY INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PLEASE ATTACH YOUR BUSINESS CARD, LETTERHEAD, OR OFFICE STAMP ON THIS FORM AND RETURN THE FORM TO THE COURT SECURITY OFFICER'S EMPLOYER IN A SEALED ENVELOPE.

CONTRACTOR'S CERTIFICATION: To the best of our knowledge, the subject individual is free of medical devices and impairments. Once the individual returns to work and it is observed that the individual's state reveals otherwise, we will report the condition to the USMS and prohibit the individual from performing CSO duties. In addition, the company certifies that this form has been reviewed and is considered complete.

NAME OF OFFICIAL REPRESENTATIVE: _____

OFFICIAL REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

CONTRACTOR'S INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DESIGNATED MEDICAL REVIEWING OFFICIAL'S CERTIFICATION:

I ☐ agree / ☐ disagree with the attending physician's recommendation regarding the individual's ability to safely perform Court Security Officer duties.

Additional documentation regarding my decision is ☐ attached / ☐ not attached.

PHYSICIAN'S NAME: (Please print.) _____

PHYSICIAN'S SIGNATURE: _____

DATE: _____

TELEPHONE NUMBER: _____

COURT SECURITY OFFICERS JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

NOTICE AND AUTHORIZATION PERTAINING TO CONSUMER REPORTS
PURSUANT TO THE FAIR CREDIT REPORTING ACT OF 1970, *as amended*
15 U.S.C. § 1681, et seq.

Please take notice that one or more consumer reports may be obtained for employment purposes. Because a background investigation will be conducted as part of a determination of your fitness for employment or for performance under a contract, you are also entitled to request additional disclosures concerning the nature and scope of the investigation.

By signing this form, you are giving consent to have your consumer reports released by consumer reporting agencies as part of an investigation to determine your clearance to perform contractual service and/or security clearance and receive access to Federal and other facilities in accordance with Homeland Security Presidential Directive/HSPD-12. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I _____ hereby authorize the U.S. Marshals Service (USMS) to obtain such report(s) from any consumer/credit reporting agency for suitability purposes to perform contractual services.

Signature

Date

Social Security Number

Executive Order 9397 (November 22, 1943) asks Federal agencies to use Social Security Numbers (SSN) to help identify individuals in agency records. Your SSN is therefore needed to keep records accurate, because other people may have the same name. Providing your SSN is voluntary. However, failure to provide the requested information could result in the USMS receiving an erroneous credit report.

INSTRUCTIONS TO THE CONTRACTOR: Please retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Operations Support Branch, Washington, DC 20530-1000.

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.

4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.

6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.

7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.

8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.

9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.

10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.

11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
PUBLIC TRUST POSITIONS

OPM USE ONLY	Codes	Case Number
--------------------	-------	-------------

Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Compu./ADP	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder <input type="checkbox"/> None <input type="checkbox"/> NPRC <input type="checkbox"/> At SON	Other Address	ZIP Code					
L SOI	M Location of Security Folder <input type="checkbox"/> None <input type="checkbox"/> At SOI <input type="checkbox"/> NPI	Other Address	ZIP Code					
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title	Signature	Telephone Number	Date				

Persons completing this form should begin with the questions below.

1 FULL NAME • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN".	- If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.			2 DATE OF BIRTH
Last Name	First Name	Middle Name	Jr., II, etc.	Month Day Year
3 PLACE OF BIRTH - Use the two letter code for the State.				4 SOCIAL SECURITY NUMBER
City	County	State	Country (if not in the United States)	
5 OTHER NAMES USED				
#1 Name	Month/Year	Month/Year	#3 Name	Month/Year Month/Year
	To			To
#2 Name	Month/Year	Month/Year	#4 Name	Month/Year Month/Year
	To			To
6 OTHER IDENTIFYING INFORMATION	Height (feet and inches)	Weight (pounds)	Hair Color	Eye Color
				Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male
7 TELEPHONE NUMBERS	Work (include Area Code and extension) Day () Night ()		Home (include Area Code) Day () Night ()	
8 CITIZENSHIP	<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d.			b Your Mother's Maiden Name
a Mark the box at the right that reflects your current citizenship status, and follow its instructions.	<input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d.			
	<input type="checkbox"/> I am not a U.S. citizen. Answer items b and e.			
c UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.				
Naturalization Certificate (Where were you naturalized?)				
Court	City	State	Certificate Number	Month/Day/Year Issued
Citizenship Certificate (Where was the certificate issued?)				
City		State	Certificate Number	Month/Day/Year Issued
State Department Form 240 - Report of Birth Abroad of a Citizen of the United States				
Give the date the form was prepared and give an explanation if needed.	Month/Day/Year	Explanation		
U.S. Passport				
This may be either a current or previous U.S. Passport			Passport Number	Month/Day/Year Issued
d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.				
Country				
e ALIEN If you are an alien, provide the following information:				
Place You Entered the United States:	City	State	Date You Entered U.S. Month Day Year	Alien Registration Number
				Country(ies) of Citizenship

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To	Month/Year Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You			Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()							
Month/Year #2	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You			Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()							
Month/Year #3	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You			Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()							
Month/Year #4	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You			Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()							
Month/Year #5	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You			Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()							

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()					
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()					
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()					

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
#1						
To Present						
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
#2						
To						
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
#3						
To						
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
#5	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
#6	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		

12	YOUR EMPLOYMENT RECORD	Yes	No
Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.		<input type="checkbox"/>	<input type="checkbox"/>

Use the following codes and explain the reason your employment was ended:

- | | | |
|--|--|--|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons under unfavorable circumstances |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | |

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page

13 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	City (Country)	State	ZIP Code
Home or Work Address					

Name #2	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	City (Country)	State	ZIP Code
Home or Work Address					

Name #3	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	City (Country)	State	ZIP Code
Home or Work Address					

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

<input type="checkbox"/> 1 - Never married (go to question 15)	<input type="checkbox"/> 3 - Separated	<input type="checkbox"/> 5 - Divorced
<input type="checkbox"/> 2 - Married	<input type="checkbox"/> 4 - Legally Separated	<input type="checkbox"/> 6 - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth (Mo./Day/Yr.)	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			
Country of Citizenship	Date Married (Mo./Day/Yr.)	Place Married (Include country if outside the U.S.)	State
If Separated, Date of Separation (Mo./Day/Yr.)	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse (Street, city, and country if outside the U.S.)			State ZIP Code

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

- | | | | |
|---------------------|----------------|--------------------------|---------------|
| 1 - Mother (first) | 3 - Stepmother | 5 - Foster Parent | 7 - Stepchild |
| 2 - Father (second) | 4 - Stepfather | 6 - Child (adopted also) | |

Full Name (If deceased, check box on the left before entering name)	Code	Date of Birth Month/Day/Year	Country of Birth	Country(ies) of Citizenship	Current Street Address and City (country) of Living Relatives	State
<input type="checkbox"/>	1					
<input type="checkbox"/>	2					
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

Enter your Social Security Number before going to the next page →

16 YOUR MILITARY HISTORY	Yes	No
a Have you served in the United States military?	<input type="checkbox"/>	<input type="checkbox"/>
b Have you served in the United States Merchant Marine?	<input type="checkbox"/>	<input type="checkbox"/>

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•**Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•**O/E.** Mark "O" block for Officer or "E" block for Enlisted.

•**Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

•**Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	O	E	Status				Country
						Active	Active Reserve	Inactive Reserve	National Guard (State)	
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

17 YOUR SELECTIVE SERVICE RECORD	Yes	No
a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.	<input type="checkbox"/>	<input type="checkbox"/>
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.	<input type="checkbox"/>	<input type="checkbox"/>
Registration Number	Legal Exemption Explanation	

18 YOUR INVESTIGATIONS RECORD	Yes	No
a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.	<input type="checkbox"/>	<input type="checkbox"/>

Codes for Investigating Agency 1 - Defense Department 4 - FBI 2 - State Department 5 - Treasury Department 3 - Office of Personnel Management 6 - Other (Specify)				Codes for Security Clearance Received 0 - Not Required 3 - Top Secret 6 - L 1 - Confidential 4 - Sensitive Compartmented Information 7 - Other 2 - Secret 5 - Q			
Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.				Yes	No
				<input type="checkbox"/>	<input type="checkbox"/>
Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action		

19 FOREIGN COUNTRIES YOU HAVE VISITED	Yes	No
List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)		
•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other		
•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").		
•Do not repeat travel covered in items 9, 10, or 11.		

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#5	To		
#2	To			#6	To		
#3	To			#7	To		
#4	To			#8	To		

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD (Do not include anything that happened before your 16th birthday.)	Yes	No
In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.)	<input style="width: 40px; height: 40px;" type="checkbox"/>	<input style="width: 40px; height: 40px;" type="checkbox"/>
If you answered "Yes," explain your answer(s) in the space provided.		

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court (City and county/country if outside the U.S.)	State	ZIP Code

21 ILLEGAL DRUGS The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.	Yes	No
a In the last year, have you <u>illegally</u> used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?	<input style="width: 40px; height: 40px;" type="checkbox"/>	<input style="width: 40px; height: 40px;" type="checkbox"/>
b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?	<input style="width: 40px; height: 40px;" type="checkbox"/>	<input style="width: 40px; height: 40px;" type="checkbox"/>
If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.		

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			
To			

22 YOUR FINANCIAL RECORD a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.	Yes	No
<input style="width: 40px; height: 40px;" type="checkbox"/>	<input style="width: 40px; height: 40px;" type="checkbox"/>	

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government.	Yes	No
<input style="width: 40px; height: 40px;" type="checkbox"/>	<input style="width: 40px; height: 40px;" type="checkbox"/>	

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligor	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)	Date

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)	Date Signed
Other Names Used		Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code
		Home Telephone Number (<i>Include Area Code</i>) ()

UNITED STATES OF AMERICA
AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)		Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used				Social Security Number
Current Address (<i>Street, City</i>)		State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

Questionnaire for National Security Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 9 and the release on Page 10. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that military personnel, applicants for or incumbents in national security positions, either employed by the Government or working for Government contractors, licensees, certificate holders, and grantees, are eligible for a required security clearance. Information from this form is used primarily as the basis for investigation for access to classified information or special nuclear information or material. Complete this form only after a conditional offer of employment has been made for a position requiring a security clearance.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or security clearance prospects.

Authority to Request this Information

Depending upon the purpose of your investigation, the U.S. Government is authorized to ask for this information under Executive Orders 10450, 10865, 12333, and 12356; sections 3301 and 9101 of title 5, U.S. Code; sections 2165 and 2201 of title 42, U.S. Code; sections 781 to 887 of title 50, U.S. Code; and parts 5, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations for national security positions are conducted to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Investigation may extend beyond the time covered by this form when necessary to resolve issues. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well. These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Organization of this Form

This form has two parts. Part 1 asks for background information, including where you have lived, gone to school, and worked. Part 2 asks about your activities and such matters as firings from a job, criminal history record, use of illegal drugs, and abuse of alcohol.

In answering all questions on this form, keep in mind that your answers are considered together with the information obtained in the investigation to reach an appropriate adjudication.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit. You should retain a copy of the completed form for your records.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 8, 1978, should be shown as 6/8/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for access to classified information is the responsibility of the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is a sensitive one, your trustworthiness is a very important consideration in deciding your eligibility for a security clearance.

Your prospects of placement or security clearance are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a national security position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the systems of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 24, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	Dist. of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS

Part 1

Investigating Agency Use Only

Codes

Case Number

Agency Use Only (Complete items A through P using instructions provided by the Investigating agency).

A Type of Investigation	B Extra Coverage	C Sensitivity Level	D Access	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder	Other Address						ZIP Code
L SOI	M Location of Security Folder	Other Address						ZIP Code
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature			Telephone Number		Date

Persons completing this form should begin with the questions below.

1 FULL NAME • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN". Last Name First Name Middle Name Jr., II, etc.	2 DATE OF BIRTH Month Day Year
3 PLACE OF BIRTH - Use the two letter code for the State. City County State Country (if not in the United States)	4 SOCIAL SECURITY
5 OTHER NAMES USED Give other names you used and the period of time you used them (for example: your maiden name, name(s) by a former marriage, former name(s), alias(es), or nickname(s)). If the other name is your maiden name, put "nee" in front of it. #1 Name Month/Year Month/Year To #3 Name Month/Year Month/Year To #2 Name Month/Year Month/Year To #4 Name Month/Year Month/Year To	
6 OTHER IDENTIFYING INFORMATION Height (feet and inches) Weight (pounds) Hair Color Eye Color Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male	
7 TELEPHONE NUMBERS Work (Include Area Code and extension) Day Night Home (Include Area Code) Day Night	
8 CITIZENSHIP a Mark the box at the right that reflects your current citizenship status, and follow its instructions. <input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. (Answer items b and d) <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. (Answer items b, c and d) <input type="checkbox"/> I am not a U.S. citizen. (Answer items b and e)	b Your Mother's Maiden Name
c UNITED STATES CITIZENSHIP If you are a U.S. citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship. Naturalization Certificate (Where were you naturalized?) Court City State Certificate Number Month/Day/Year Issued Citizenship Certificate (Where was the certificate issued?) City State Certificate Number Month/Day/Year Issued State Department Form 240 - Report of Birth Abroad of a Citizen of the United States Give the date the form was prepared and give an explanation if needed. Month/Day/Year Explanation U.S. Passport This may be either a current or previous U.S. Passport. Passport Number Month/Day/Year Issued	
d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right. Country	
e ALIEN If you are an alien, provide the following information: Place You Entered the United States: City State Date You Entered U.S. Month Day Year Alien Registration Number Country(ies) of Citizenship	

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last five years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #2	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #3	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #4	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #5	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	()	
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	()	
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	()	

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday. EXCEPTION: Show all Federal civilian service, whether it occurred within the last 7 years or not.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business name and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year #1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
#5	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
#6	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		

12 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code
Name #2	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code
Name #3	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code

Enter your Social Security Number before going to the next page →

13 YOUR SPOUSE

Mark one box to show your current marital status and provide information about your spouse(s) in items a. and/or b.

☐ 1 - Never married ☐ 3 - Separated ☐ 5 - Divorced
☐ 2 - Married ☐ 4 - Legally Separated ☐ 6 - Widowed

a **Current Spouse** Complete the following about your current spouse only.

Full Name	Date of Birth	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			Country(ies) of Citizenship
Date Married	Place Married (Include country if outside the U.S.)		State
If Separated, Date of Separation	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse, if different than your current address (Street, city, and country if outside the U.S.)			State ZIP Code

b Former Spouse(s). Complete the following about your former spouse(s), use blank sheets if needed.

Full Name		Date of Birth	Place of Birth (Include country if outside the U.S.)		State
Country(ies) of Citizenship		Date Married	Place Married (Include country if outside the U.S.)		State
Check one, Then Give Date	Month/Day/Year	If Divorced, Where is the Record Located? City (Country)			State
<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed				
Address of Former Spouse (Street, city, and country if outside the U.S.)			State	ZIP Code	Telephone Number ()

14 YOUR RELATIVES AND ASSOCIATES

Give the full name, correct code, and other requested information for each of your relatives and associates, living or dead, specified below.

- | | | | | |
|------------------------------|-----------------------------------|-------------------|--------------------|--------------------------------------|
| 1 - Mother (<i>first</i>) | 5 - Foster parent | 9 - Sister | 13 - Half-sister | 17 - Other Relative* |
| 2 - Father (<i>second</i>) | 6 - Child (<i>adopted also</i>) | 10 - Stepbrother | 14 - Father-in-law | 18 - Associate* |
| 3 - Stepmother | 7 - Stepchild | 11 - Stepsister | 15 - Mother-in-law | 19 - Adult Currently Living With You |
| 4 - Stepfather | 8 - Brother | 12 - Half-brother | 16 - Guardian | |

* Code 17 (Other Relative) - include only foreign national relatives not listed in 1 - 16 with whom you or your spouse are bound by affection, obligation, or close and continuing contact. Code 18 (Associates) - include only foreign national associates with whom you or your spouse are bound by affection, obligation, or close and continuing contact.

[illegible]

Enter your Social Security Number before going to the next page

15 CITIZENSHIP OF YOUR RELATIVES AND ASSOCIATES

If your mother, father, sister, brother, child, or current spouse or person with whom you have a spouse-like relationship is a U.S. citizen by other than birth, or an alien residing in the U.S., provide the nature of the individual's relationship to you (Spouse, Spouse-like, Mother, etc.), and the individual's name and date of birth on the first line (*this information is needed to pair it accurately with information in items 13 and 14*).

On the second line, provide the individual's naturalization certificate or alien registration number and use one of the document codes below to identify proof of citizenship status. Provide additional information on that line as requested.

- 1 - Naturalization Certificate: Provide the date issued and the location where the person was naturalized (Court, City and State).
- 2 - Citizenship Certificate: Provide the date and location issued (City and State).
- 3 - Alien Registration: Provide the date and place where the person entered the U.S. (City and State).
- 4 - Other: Provide an explanation in the "Additional Information" block.

#1	Association	Name	Date of Birth (Month/Day/Year)
	Certificate/Registration #	Document Code	Additional Information
#2	Association	Name	Date of Birth (Month/Day/Year)
	Certificate/Registration #	Document Code	Additional Information

16 YOUR MILITARY HISTORY

a Have you served in the United States military?

b Have you served in the United States Merchant Marine?

Yes	No

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•**Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•**O/E.** Mark "O" block for Officer or "E" block for Enlisted.

•**Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X": use the two-letter code for the state to mark the block.

•**Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate #	O	E	Status	Country
						Active Active Reserve Inactive Reserve National Guard (State)	
To				[]	[]	[] [] [] []	
To				[]	[]	[] [] [] []	

17 YOUR FOREIGN ACTIVITIES

a Do you have any foreign property, business connections, or financial interests?

b Are you now or have you ever been employed by or acted as a consultant for a foreign government, firm, or agency?

c Have you ever had any contact with a foreign government, its establishments (embassies or consulates), or its representatives, whether inside or outside the U.S., other than on official U.S. Government business? (*Does not include routine visa applications and border crossing contacts.*)

d In the last 7 years, have you had an active passport that was issued by a foreign government?

Yes	No

If you answered "Yes" to a, b, c, or d above, explain in the space below: provide inclusive dates, names of firms and/or governments involved, and an explanation of your involvement.

Month/Year	Month/Year	Firm and/or Government	Explanation
To			
To			

18 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

•Do not repeat travel covered in items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#3	To		
#2	To			#4	To		

This concludes Part 1 of this form. If you have used Page 9, continuation sheets, or blank sheets to complete any of the questions in Part 1, give the number for those questions in the space to the right:

Enter your Social Security Number before going to the next page →

QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS

Part 2 OFFICIAL
USE
ONLY

19 YOUR MILITARY RECORD

Have you ever received other than an honorable discharge from the military? If "Yes," provide the date of discharge and type of discharge below.

Month/Year	Type of Discharge	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

20 YOUR SELECTIVE SERVICE RECORD

a Are you a male born after December 31, 1959? If "No," go to 21. If "Yes," go to b.

b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.

Registration Number	Legal Exemption Explanation	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

21 YOUR MEDICAL RECORD

In the last 7 years, have you consulted with a mental health professional (psychiatrist, psychologist, counselor, etc.) or have you consulted with another health care provider about a mental health related condition?

If you answered "Yes," provide the dates of treatment and the name and address of the therapist or doctor below, unless the consultation(s) involved only marital, family, or grief counseling, not related to violence by you.

Month/Year	Month/Year	Name/Address of Therapist or Doctor	State	ZIP Code
To				
To				

22 YOUR EMPLOYMENT RECORD

Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.

Use the following codes and explain the reason your employment was ended:

- | | | |
|--|--|----------------------------------|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | under unfavorable circumstances |

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

23 YOUR POLICE RECORD

For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the court record. The single exception to this requirement is for certain convictions under the Federal Controlled Substances Act for which the court issued an expungement order under the authority of 21 U.S.C. 844 or 18 U.S.C. 3607.

a Have you ever been charged with or convicted of any felony offense? (Include those under Uniform Code of Military Justice)

b Have you ever been charged with or convicted of a firearms or explosives offense?

c Are there currently any charges pending against you for any criminal offense?

d Have you ever been charged with or convicted of any offense(s) related to alcohol or drugs?

e In the last 7 years, have you been subject to court martial or other disciplinary proceedings under the Uniform Code of Military Justice? (Include non-judicial, Captain's mast, etc.)

f In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s) not listed in response to a, b, c, d, or e above? (Leave out traffic fines of less than \$150 unless the violation was alcohol or drug related.)

If you answered "Yes" to a, b, c, d, e, or f above, explain below. Under "Offense," do not list specific penalty codes, list the actual offense or violation (for example, arson, theft, etc.).

Month/Year	Offense	Action Taken	Law Enforcement Authority/Court (Include City and county/country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page

24 YOUR USE OF ILLEGAL DRUGS AND DRUG ACTIVITY

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

Yes **No**

- a** Since the age of 16 or in the last 7 years, whichever is shorter, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?
- b** Have you ever illegally used a controlled substance while employed as a law enforcement officer, prosecutor, or courtroom official; while possessing a security clearance; or while in a position directly and immediately affecting the public safety?
- c** In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis for your own intended profit or that of another?

If you answered "Yes" to a or b above, provide the date(s), identify the controlled substance(s) and/or prescription drugs used, and the number of times each was used.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			

25 YOUR USE OF ALCOHOL

In the last 7 years, has your use of alcoholic beverages (such as liquor, beer, wine) resulted in any alcohol-related treatment or counseling (such as for alcohol abuse or alcoholism)?

Yes **No**

If you answered "Yes," provide the dates of treatment and the name and address of the counselor or doctor below. Do not repeat information reported in response to item 21 above.

Month/Year	Month/Year	Name/Address of Counselor or Doctor	State	ZIP Code
To				
To				

26 YOUR INVESTIGATIONS RECORD

- a** Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.

Yes **No****Codes for Investigating Agency**

1 - Defense Department
2 - State Department
3 - Office of Personnel Management

4 - FBI
5 - Treasury Department
6 - Other (Specify)

Codes for Security Clearance Received

0 - Not Required
1 - Confidential
2 - Secret
3 - Top Secret
4 - Sensitive Compartmented Information
5 - Q
6 - L
7 - Other

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

- b** To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.

Yes **No**

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

27 YOUR FINANCIAL RECORD**Yes** **No**

- a** In the last 7 years, have you filed a petition under any chapter of the bankruptcy code (to include Chapter 13)?
- b** In the last 7 years, have you had your wages garnished or had any property repossessed for any reason?
- c** In the last 7 years, have you had a lien placed against your property for failing to pay taxes or other debts?
- d** In the last 7 years, have you had any judgments against you that have not been paid?

If you answered "Yes" to a, b, c, or d, provide the information requested below:

Month/Year	Type of Action	Amount	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

Enter your Social Security Number before going to the next page

28 YOUR FINANCIAL DELINQUENCIES**a** In the last 7 years, have you been over 180 days delinquent on any debt(s)?**b** Are you currently over 90 days delinquent on any debt(s)?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, provide the information requested below:

Incurred Month/Year	Satisfied Month/Year	Amount	Type of Loan or Obligation and Account Number	Name/Address of Creditor or Obligor	State	ZIP Code

29 PUBLIC RECORD CIVIL COURT ACTIONS

In the last 7 years, have you been a party to any public record civil court actions not listed elsewhere on this form?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes," provide the information about the public record civil court action requested below.

Month/Year	Nature of Action	Result of Action	Name of Parties Involved	Court (Include City and county/country if outside U.S.)	State	ZIP Code

30 YOUR ASSOCIATION RECORD**a** Have you ever been an officer or a member or made a contribution to an organization dedicated to the violent overthrow of the United States Government and which engages in illegal activities to that end, knowing that the organization engages in such activities with the specific intent to further such activities?**b** Have you ever knowingly engaged in any acts or activities designed to overthrow the United States Government by force?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, explain in the space below.

Continuation Space

Use the continuation sheet(s) (SF86A) for additional answers to items 9, 10, and 11. Use the space below to continue answers to all other items and any information you would like to add. If more space is needed than is provided below, use a blank sheet(s) of paper. Start each sheet with your name and Social Security Number. Before each answer, identify the number of the item.

After completing Parts 1 and 2 of this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 10.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)

Date

Enter your Social Security Number before going to the next page

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for access to classified information and/or for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 86, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner. Read, sign and date the release on the next page if you answered "Yes" to question 21.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position with the Federal government which requires access to classified national security information or special nuclear information or material. As part of the clearance process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability, particularly in the context of safeguarding classified national security information or special nuclear information or material?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 86 and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

DJMS-08-D-0013

Attachment 3

Report Forms

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

FISCAL YEAR: _____

DISTRICT NAME : _____

REPORT DATE: _____

DISTRICT NUMBER: _____

LEGAL (non LEO)	DETECTED	STORED	RETURNED	ILLEGAL	CONFISCATED	INCIDENT RPT	ARREST RPT
GUNS				GUNS			
KNIVES				KNIVES			
				EXPLOSIVES			
				DRUGS			
OTHER				OTHER			
TOTAL				TOTAL			

PROHIBITED	DETECTED	STORED	RETURNED		CSO HOURS	TYPE INCIDENT	TOTAL/MONTH
Cell Phones				Criminal Court		Bomb Threat	
Computers				Civil Court		Assault	
Recorders						Forced Entry	
Pagers				Tax Court		Medical emerg.	
Cameras				Bankrupcy		Disruptive person	
Stun guns						Illegal weapon	
OC Spray				Travel		Contraband	
Other				Other		Shooting	
						Other	
TOTAL				TOTAL HRS.		TOTAL	

REMARKS:

LEAD CSO/SITE SUPERVISOR

USMS JSI/COTR SIGNATURE

DATE SUBMITTED

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

ARREST	To deprive a person of his/her liberty by legal authority. Seizure of an alleged or suspected offender to answer for a crime. Arrests or any custodial interrogation though not technically an "arrest" must be based on probable cause. To be actionable in the event that such seizure is improper or unlawful, there must be an intent on the part of the arresting officer or agent to bring the suspect into custody. The seizure or detention must be understood by the person being arrested that he/she is under arrest.
DETAINMENT	To keep from proceeding; to delay; to keep in custody, retain or withhold.
SEIZURE	The act of forcibly dispossessing an owner of property under actual or apparent authority of law. Also, the taking of property into custody of the court in satisfaction of a judgement or in consequence of a violation of public law.
RESTRICTIONS	To hold with limits.
DETECTION	The act of detecting or the fact of being detected.
INCIDENT	An occurrence or event that interrupts normal procedure or precipitates a crisis. Reporting an incident on the Court Facility Monthly Statistical Summary means that you must also submit a copy of the corresponding Court Facility Incident Report (CSO form 003) to the Judicial Security Division (JSD), Office of Court Security (OCS), Operations Support Branch (OSB). ALL COURT FACILITY INCIDENT REPORTS MUST BE FORWARDED TO OCS – OSB WITHIN 24-HOURS AFTER THE INCIDENT OCCURS.
CONTRABAND	Any property or possession, the transportation of which is ILLEGAL . For instance, narcotic drugs, firearms, etc. When contraband is discovered on a court visitor, detain the subject and immediately call a DUSM to the scene. Prepare a Court Facility Incident Report (CSO Form 003) to describe the situation. The report must address who, what, where, when and how.
WEAPON	Any instrument capable of producing death or serious bodily injury. An instrument may be intrinsically deadly (e.g. knife, pistol, rifle) or deadly because of the way it is used or the force with which it is used (e.g., wrench, hammer, stick).
LEGAL	Authorized by or based on law. Enforced or recognized by law. Created by law.
ILLEGAL	Forbidden by law or by official rules.
PROHIBITED ITEM	Any item listed as prohibited in the court facility by order of the Chief Judge or the U.S. Marshal.
ABANDONMENT	Knowing relinquishment of one's right or claim to property without any future intent to again gain title or possession. Relinquishment or surrender of rights or property by one person to another. Intent to abandon and the act by which the intention is carried out. A finder of the property not legally abandoned must make reasonable efforts to restore it to the true owner and must relinquish it to him/her upon demand.
KNIFE	A cutting instrument having a sharp blade with a handle.
GUN	Any device, whether apparent or disguised, capable of firing an explosive charge used as a propellant for a projectile.
CONFISCATE	To take private property without just compensation. To transfer property from a private use to a public use. To appropriate private property as a result of a criminal conviction or because the possession was itself, a crime.
WEAPONS OFFENSE	Violations of statutes or regulations that control weapons.

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

LEGAL (non L.E.O)	This refers to legally carried weapons. DO NOT include Law Enforcement Officer (LEO) weapons in this category. (Varies by state.)
DETECTED, STORED, AND RETURNED	Self explanatory. The quantity of "STORED" and "RETURNED" weapons should match. If they do not, you should immediately make inquiries to determine why they don't match.
ILLEGAL	Use these blocks to identify CONTRABAND carried by persons who are NOT legally authorized to possess or transport it. (Varies by state.) When contraband is discovered, immediately detain the person(s) involved, call a DUSM to the scene, prepare a Court Facility Incident Report, and include the report on the Court Facility Statistical Summary report. Provide name and date of birth of perpetrator.
COURT FACILITY INCIDENT REPORT	Use this field to report the quantity of Court Facility Incident Reports prepared during the reporting period. Any time there is an ILLEGAL item confiscated from a court visitor there should be a corresponding incident and/or arrest report. Copies of Incident and/or arrest reports must be sent to JSD/OCS-OSB with 24-hours after the incident occurs. Be sure to include copies of Incident Reports with the monthly Court Facility Statistical Summary report submission.
ARREST REPORT	Use this field to report the quantity of arrest reports prepared as a result of a violation of the building security regulations. Arrest reports will be prepared by a DUSM. A copy of the Arrest Report(s) should be sent with the Court Facility Statistical Summary Report and sent to JSD/OCS-OSB.
PROHIBITED ITEM	This field contains a list of some but not all items that may be prohibited in the court facility. If other non-identified items are detected and stored, you may identify them in the vacant spaces at the bottom of the list. Be sure to verify that the number of items stored matches the number of items returned. If they do not match, you must immediately make inquiries to determine why they don't match.
CSO HOURS	Number of hours charged during the reporting period by Court Security Officers in performing their duties in the categories listed.
TYPE OF INCIDENT	Use this field to report the quantity of Court Facility Incident Reports for the type of incidents listed. (e.g., 2 Bomb Threats, 7 Assaults, etc.)

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	2. DATE OF INCIDENT	3. REPORTED BY (Please print):
4. ARREST/DETENTION <input type="checkbox"/> YES <input type="checkbox"/> NO	5. REPORTING DISTRICT	6. LOCATION OF INCIDENT <div style="display: flex; justify-content: space-between;">CityState</div>
7. TYPE OF INCIDENT (Check Applicable Box) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> Bomb Threat</div> <div style="width: 25%;"><input type="checkbox"/> Assault</div> <div style="width: 25%;"><input type="checkbox"/> Forced Entry</div> <div style="width: 25%;"><input type="checkbox"/> Medical Emergency</div> <div style="width: 25%;"><input type="checkbox"/> Disruptive Person</div> <div style="width: 25%;"><input type="checkbox"/> Illegal Weapon</div> <div style="width: 25%;"><input type="checkbox"/> Contraband</div> <div style="width: 25%;"><input type="checkbox"/> Shooting</div> <div style="width: 25%;"><input type="checkbox"/> Other (Describe) _____</div> </div>		
8. CHECK APPLICABLE BOX <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> INITIAL REPORT <input type="checkbox"/> FOLLOW-UP REPORT <input type="checkbox"/> ADDENDUM (Initial report dated, _____) </div>		
9. INCIDENT DESCRIPTION (Details should cover who, what, where, when and how.) <div style="height: 250px;"></div>		
10. REPORT PAGES REPORT CONTINUED ON _____ ATTACHED PAGE(S).		
I hereby certify that the information stated herein is true, complete and accurate to the best of my knowledge.		
11. SIGNATURE OF PREPARER	12. DATE	15. DISTRIBUTION DISTRICT COTR – 1 COPY
13. APPROVED BY:	14. DATE	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">NAME</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">TITLE</div>		

COURT FACILITY INCIDENT REPORT
(Continuation Sheet)

1. DATE OF REPORT	2. DATE OF INCIDENT	3. PAGE(s) _____ OF _____
INCIDENT DESCRIPTION <i>(Details should cover who, what, where, when and how.)</i>		

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	State the date the report is being prepared.
2. DATE OF INCIDENT	Self explanatory.
3. REPORTED BY	Provide the name of person preparing the report.
4. ARREST/DETENTION	Check the box at the bottom of this section if anyone is detained for any length of time or arrested.
5. REPORTING DISTRICT	Indicate the name of the district preparing the report. Please annotate if different than where the incident occurred.
6. LOCATION OF INCIDENT	Indicate the city and state where the incident occurred.
7. TYPE OF INCIDENT	Check applicable box that best describes the type of incident. If "Other" is checked, give a one or two word description that best describes the incident.
8. CHECK APPLICABLE BOX	Indicate whether this is an initial report, a follow-up or an addendum to a previous report.
9. INCIDENT DESCRIPTION	<p>At a minimum, the report must address the following:</p> <p><i>WHO:</i> Provide the name(s) of the person(s) involved and their date of birth.</p> <p><i>WHAT:</i> Describe what happened in detail.</p> <p><i>WHERE:</i> Where did the incident happen? City, building, floor, room, etc.</p> <p><i>WHEN:</i> Date and time of the incident.</p> <p><i>HOW:</i> If not already covered in the "what" category, describe how the incident happened.</p> <p>All reports must be legible, complete, and accurate as possible. Explain the incident in detail, from the beginning to the end. Never end in the middle of the story.</p> <p>BE SURE THAT THE REPORT CAN BE READ BY SOMEONE OTHER THAN YOU.</p>
10. REPORT PAGES	If the narrative describing the incident is included on additional pages, write the number of pages attached. If contents of the report are sensitive in nature, each page should be marked "FOR OFFICIAL USE ONLY."
11. SIGNATURE OF PREPARER	Self explanatory.
12. DATE	Enter the date you signed this report.
13. APPROVED BY	<p>Indicate the name and title of the Contractor's official reviewing and approving official.</p> <p><i>NOTE:</i> The reviewing and approving official must be a supervisory representative.</p>
14. DATE	Enter the date the report was reviewed, approved, and signed by the contractor's supervisory representative.
15. DISTRIBUTION	Immediately forward a copy of this report as indicated.

COURT SECURITY OFFICER (CSO) TRAVEL AUTHORIZATION

1. VOUCHER

VOUCHER DATE

____/____/____

VOUCHER TYPE

- ☐ Original
☐ Reclaim

CONTRACTOR'S NAME

2. TRAVELER

NAME: _____

FIRST

M

LAST

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SSN: _____ DISTRICT LOCATION: _____

3. ITINARY

TRIP BEGINS ON:

(MM/DD/YY):

____/____/____

TRIP ENDS ON:

(MM/DD/YY)

____/____/____

4. ESTIMATED COST

Lodging and M&IE \$ _____

Transportation \$ _____

Other \$ _____

TOTAL \$ _____

5. PURPOSE OF TRAVEL

- ☐ CSO ORIENTATION (PHASE II) ☐ TEMPORARY POST ASSIGNMENT ☐ SPECIAL SECURITY ASSIGNMENT ☐ OTHER*

TRAVEL AUTHORIZATION: _____

* A written detailed justification is required.

TRAVEL CONDITIONS OR LIMITATIONS

MODE OF TRANSPORTATION AUTHORIZED:

- ☐ Use of common carrier transportation
☐ Use of a rental car
☐ Use of a Government furnished vehicle
☐ Use of a privately owned vehicle. Mileage rate authorized: \$ _____

Other (Use of any type of transportation method (i.e., train, bus) that does not exceed the cost of common carrier.)

MODE OF SUBSISTENCE
AUTHORIZED

**NOTE: PER DIEM WILL
BE BASED ON LODGING
PLUS M&IE NOT TO
EXCEED GSA
LOCATION RATES.**

8. PLANNED ITINERARY

(MM/DD/YY)

FROM: _____

TO: _____

TO: _____

TO: _____

TO: _____

YOU ARE AUTHORIZED TO TRAVEL AT GOVERNMENT EXPENSE IN ACCORDANCE WITH DEPARTMENT OF JUSTICE REGULATIONS UNDER THE CONDITIONS OUTLINED IN THIS AUTHORIZATION AS NECESSARY FOR THE CONDUCT OF BUSINESS RELATIVE TO THE APPLICABLE UNITED STATES MARSHALS SERVICE COURT SECURITY SERVICE CONTRACT.

9. CONTRACTOR'S REVIEWING AND APPROVING OFFICIAL

NAME (Print)

APPROVAL DATE

SIGNATURE

TITLE

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE'S APPROVAL

NAME (Print)

APPROVAL DATE

SIGNATURE

TITLE

COURT SECURITY OFFICER (CSO) TRAVEL EXPENSE REIMBURSEMENT

1. TRAVELER IDENTIFICATION		3. APPROVALS	
NAME: _____ RESIDENCE: _____ CITY: _____ STATE: _____ ZIP: _____		Note: Falsification of an item in an expense account can result in a forfeiture of the claim (28 U.S.C. 2154) and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287.1 d 1001).	
DISTRICT ASSIGNMENT: _____		TRAVELER DATE AND SIGN HERE	CONTRACTOR'S APPROVING OFFICIAL DATE AND SIGN HERE
<div style="background-color: black; color: white; padding: 2px;">2. ITINERARY</div> TRIP BEGAN (MMDDYY) _____ TRIP ENDED (MMDDYY) _____ TRAVEL TIME: <input type="checkbox"/> Less than 12 hrs <input type="checkbox"/> Less than 24 hrs <input type="checkbox"/> More than 24 hrs PRIMARY DESTINATION: _____ TRANSPORTATION METHOD INDICATOR - HIGHEST CLASS OF TRAVEL <input type="checkbox"/> 1. COACH <input type="checkbox"/> 2. BUSINESS CLASS <input type="checkbox"/> 3. FIRST CLASS <input type="checkbox"/> 4. N/A REASON FOR UPGRADE (Required if Business or First Class is used.) <input type="checkbox"/> Coach not available <input type="checkbox"/> Cost Savings <input type="checkbox"/> Travel Greater than 14 hrs		I hereby certify that the travel undertaken in this reimbursement voucher is true and accurate to the best of my knowledge and that payment or credit has not been received by me. SUBMISSION DATE: _____ SIGNATURE: _____	I hereby certify that the travel undertaken in this reimbursement voucher has been reviewed and approved as necessary for the conduct of USMS contract business. PRINTED NAME: _____ SUBMISSION DATE: _____ SIGNATURE: _____
		<div style="background-color: black; color: white; padding: 2px;">4. TRAVEL PURPOSE:</div> 	<div style="background-color: black; color: white; padding: 2px;">5. VOUCHER TYPE:</div> <input type="checkbox"/> ORIGINAL <input type="checkbox"/> RECLAIM
6. EXPENSE SUMMARY			
Cost for Air, Train, Bus, etc.		\$	
Car Rental and Gas		\$	
Privately Owned Vehicle (POV)/Mileage Total		\$	
Public Transportation - Temporary Post Assignment		\$	
Lodging		\$	
State/Local Lodging Taxes		\$	
Meals and Incidental Expenses		\$	
Parking		\$	
Other		\$	

Daily Expense Report Summary: Enter expenses in categories provided below. After completion, record the total for each category on page one in box six.

[illegible]

--	--	--	--	--	--	--	--

INSERT TOTALS (\$) FOR EACH COLUMN.

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

**PAYEE'S
NAME
AND
ADDRESS**

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER
AND DATE
OF ORDER

DATE OF
DELIVERY
OR SERVICE

ARTICLES OR SERVICES
(Enter description, item number of contract or Federal
supply schedule, and other information deemed necessary)

QUAN-
TITY

UNIT

COST PER

AMOUNT (1)

(Use continuation sheets) if necessary

(Payee must NOT use the space below)

TOTAL

PAYMENT:

APPROVED FOR

EXCHANGE RATE

DIFFERENCES

- ☐ PROVISIONAL
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

= \$

= \$1.00

BY (2)

Amount verified; correct for

TITLE

(Signature or initials)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE 3	

- (1) When stated in foreign currency, state name of currency.
(2) If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title.
(3) When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name as well as the capacity in which he/she signs, must appear. For example: John Doe Company, per John.

PER

TITLE

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Continuation Sheet for SF-1034

Standard Form 1034
Revised October 1987
Department of the Treasury
1 TFM 4-2000

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S
NAME
AND
ADDRESS

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER
AND DATE
OF ORDER

DATE OF
DELIVERY
OR SERVICE

ARTICLES OR SERVICES
(Enter description, item number of contract or Federal
supply schedule, and other information deemed necessary)

QUAN-
TITY

UNIT
COST PER

AMOUNT (1)

(Use continuation sheets) if necessary)

(Payee must NOT use the space below)

TOTAL

PAYMENT:

- ☐ PROVISIONAL
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR

= \$

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY (2)

Amount verified; correct for

TITLE

(Signature or initials)

MEMORANDUM

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE	
			PER	
			TITLE	

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SF-1034
10/87
USMS 07/05

DJMS-08-D-0013

Attachment 4

Policies & Directives

[Directives Home Page](#) >> [Topics](#) >> [General Operations](#)

POLICY



USMS Directives

GENERAL OPERATIONS

2.1 Law Enforcement Response

LESS LETHAL DEVICES

- A. PROGRAM RESPONSIBILITY:** U.S. Marshals Service Training Academy
- B. PURPOSE:** This directive establishes policy, procedures and required training for United States Marshals Service (USMS) operational employees concerning the use and issuance of USMS authorized less than lethal devices. Court Security Officers are required to comply with the provisions of this directive in accordance with the contract.
- C. AUTHORITY:** The Director's authority to supervise the USMS and issue written directives is set forth in 28 USC 561(g) and 28 CFR 0.111.
- D. POLICY:** USMS operational employees are to use only authorized less than lethal devices, which their district/division managers may order them to carry, when necessary. Less than lethal devices may be used by authorized and trained personnel in accordance with the USMS directive Use of Force policies and procedures.
- E. PROCEDURES:** The procedures establishing policy in this directive will pertain to all less than lethal devices. Procedures specific to a less than lethal device are documented in the individual device information cited in the Attachments:
1. **Authorized Devices:** Only the following less than lethal devices, issued or approved by the Training Academy, may be used:
 - a. Oleoresin Capsicum aerosols (OC sprays): Attachment A
 - b. Expandable Batons: Attachment B
 - c. Electronic Immobilization Devices (Stun guns): Attachment C
 - d. Electronic Restraint Devices (Stun Belt, Band-It): Attachment D
 - e. Projectile Stun Guns (PSG): Attachment E
 2. Items approved and authorized for use by the USMS Special Operations Group are established under guidance and approval of the Deputy Director.
 3. Substitutions will not be permitted without the Training Academy's and district management's written approval.
 4. **Carriage/Storage of Less Than Lethal Devices:**
 - a. Less than lethal devices must be concealed from the general public when and where appropriate (does not apply when wearing USMS duty uniform). A device should not be inspected or handled in public unless there is an operational purpose.
 - b. Less than lethal devices should not be routinely carried or used in restricted areas, i.e.,

cellblocks unless they are to be deployed for operational need.

- c. Less than lethal devices may be carried on commercial aircraft subject to restrictions set by the FAA or airline carrier.
- d. Each less than lethal device may have special storage requirements which are described in the individual device attachment.

5. **Use of Force Statement**

- a. The use of less than lethal devices is authorized in USMS directive Use of Force.
- b. Less than lethal devices will be used in compliance with respective policies and in a manner consistent with current training procedures.
- c. Less than lethal devices will not be used to harass, taunt or abuse a subject or in a manner inconsistent with training and deployment protocols.
- d. Less than lethal devices may be used on an active resistant subject in situations where verbal commands or persuasion are not or would not be effective and the subject's actions demonstrate that physical control by the operational employee is not or would not be effective.
- e. All operational personnel are advised that implementation of less than lethal devices in deadly force situations is not recommended and less than lethal devices should not be substituted for a firearm.
- f. Less than lethal devices may be used against animals when they pose a danger to law enforcement officials or the public.

6. **Training**

- a. All operational recruits must successfully complete the Training Academy approved course of instruction during basic training to be qualified to carry less than lethal devices.
- b. All operational employees are required to be certified and trained annually on a minimum of one of the following less than lethal devices: OC spray, expandable baton or projectile stun gun. **Operational employees may be allowed to be certified and trained in additional less than lethal devices. Management may direct specified personnel to be certified and trained in additional less than lethal devices.** All operational employees are encouraged to be certified and trained annually on every less than lethal device in the District or Division.
- c. Initial training and annual retraining for less than lethal devices will be conducted by a USMS certified instructor and will be documented by the district/division office (see USMS Annual Retraining directive). Documentation of training serves as the authorization to possess, carry, and utilize less than lethal devices as assigned. If an employee is unable to demonstrate the necessary proficiency with a less than lethal device, the instructor will conduct and document remedial training necessary to attain certification before the employee is authorized to carry the device.
- d. Training and carriage of less than lethal devices by District Security Officers (Personal Service Guards) must be in accordance with USMS directive, Use of Personal Services Contracts for Guards.
- e. Court Security Officers' use of less than lethal devices must comply with the CSO contract.
- f. District Security Officers' (Personal Service Guards) use of less than lethal devices must be in compliance with USMS directive, Use of Personal Services Contracts for

Guards.

7. **Requirements After Use of Less Than Lethal Devices:** Once a subject and scene have been controlled and properly secured, operational employees who use a less than lethal device must take the following steps:
- a. Provide medical attention to anyone who is obviously injured, alleges an injury or requests medical attention as soon as possible.
 - b. Report the incident to their immediate supervisor as soon as possible.
 - c. Photograph, and/or videotape marks or injuries on the subject resulting from the device. (A measuring tape, ruler or other acceptable item that can note the size, location, etc. of the injury or mark should be used.) If the marks or alleged injuries to be documented are on a private portion of the subject's body, USMS personnel will ensure privacy before the documentation is recorded. All pertinent information will be kept with the incident documentation (Form USM-133) in a secure file.
 - d. Complete Form USM-133, *Use of Force Report*, attach the following documents and submit to the Office of Internal Investigations within 24 hours:
 - (1) Photographs and/or video documentation.
 - (2) *Less Than Lethal Device Qualification Record* for each device used.
 - (a) USM 333-OC, Oleoresin Capsicum
 - (b) USM 333-B, Expandable Baton Qualification Record/ Authorization to Carry
 - (c) USM 333-PSG, Projectile Stun Gun Record/ Authorization to Carry
 - (d) USM 333-EID, Electronic Immobilization Device
 - (e) USM 333-ERD, Electronic Restraint Device
 - (3) Fill out an USM-130, Prisoner Custody Alert Notice and send it to the appropriate detention facility if a subject has been injured and/or received medical attention.
 - e. Any serious injury or death possibly associated with the activation of a less than lethal device must be reported in accordance to USMS directive, Significant Incidents Reporting.
8. **Technical Malfunctions**
- a. If a less than lethal device or associated equipment or attachments malfunction, the operational employee will prepare a Form USM-210, Field Report.
 - b. The report should describe the problem, circumstances, and brand, model and serial number of the device. A copy of the USM-210 should be sent to the Assistant Director for Training. It is not necessary to send the faulty device to the Training Academy unless requested (defective equipment will generally be returned to the vendor for examination).
 - c. No alterations or modifications shall be made to a less than lethal device without written approval of the Assistant Director for Training. Repairs of less than lethal devices must be completed in accordance with the manufacturer's warranty. Contact the USMS Training Academy for further information.

F. RESPONSIBILITIES

1. Training Academy

- a. To provide necessary basic training of operational employees to use less than lethal devices.
- b. To provide advanced training of operational employees to be Less Than Lethal Instructors.
- c. To compile data on technical and product failures during agency deployment.
- d. To promote training programs and policies consistent with current law enforcement trends.

2. Operational Employees

- a. All new trainees must successfully complete the Training Academy-approved course of instruction for each less than lethal device during basic training to be qualified to carry less than lethal devices.
- b. Current operational employees must have completed a course of instruction as approved by the Assistant Director for Training and be qualified with at least one of the following less than lethal devices: OC spray, expandable baton, projectile stun gun.
- c. Operational employees will deploy, activate, and provide medical treatment and document less than lethal device usage in a manner consistent with training procedures and USMS directive Use of Force.
- d. Each operational employee will participate and successfully complete annual retraining as established by the USMS Training Academy to maintain certification with the less than lethal device(s) chosen by the employee or as directed by management.

3. Less Than Lethal Instructor

- a. All operational employees selected to be "Less Than Lethal Instructors" will successfully complete the USMS Less Than Lethal Instructor Training Program (LLITP) and be certified by the Assistant Director for Training.
- b. Less Than Lethal Instructors can only conduct training and annual recertification for devices in which the Instructor Certification has been granted by the Training Academy.
- c. Less Than Lethal Instructors will maintain instructor certification by conducting initial training, annual retraining and additional training as approved by the Assistant Director for Training.
- d. Less Than Lethal Instructors will examine operational employees' less than lethal devices during training. Defective or damaged equipment will be brought to the attention of District/Division management.

4. District/Division Management

- a. Will ensure that all operational employees successfully complete initial and annual retraining to maintain current certification to carry each less than lethal device or, at district/division management discretion, a minimum of OC spray or expandable baton or projectile stun gun. District/Division management may direct specified personnel to be certified and trained in specific devices.
- b. Will ensure training is conducted as outlined in the USMS Annual Retraining directive.
- c. Will ensure annual retraining is recorded on respective Qualification Records. The forms will be maintained in the appropriate district/division files.

- d. Less than lethal electronic control devices are classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms (See Appendix A to USMS directive, *Management of Personal Property* and USMS directive, *Firearms*).
- e. Will sign the Less Than Lethal Instructor's appropriate qualification record after the instructor conducts annual retraining for district/division personnel.
- f. Will replace operational employees' defective less than lethal devices out of work plan funds. Replacement should be based on a demonstrated need by the Less Than Lethal Instructor.
- g. May order operational personnel to carry a less than lethal device.

G. DEFINITIONS

1. **Operational Employees:** Employees assigned to the 1811, 082 or 1802 job series, or a U.S. Marshal.
2. **Less Than Lethal Device:** An authorized device that is intended to be used to effectively control a subject, but is not expected to cause serious injury or death.
3. **Subject(s):** Any person who comes into contact with operational employees while in performance of their duties (i.e., prisoners, fugitives, protestors, suspects, defendants, plaintiffs, and the public in general).
4. **Less Than Lethal Instructor:** A USMS operational employee trained and certified by the Training Academy as an instructor for one or more USMS approved less than lethal devices.
5. **Oleoresin Capsicum:** An inflammatory agent that occurs naturally in various plants. When transferred to a canister by a manufacturing process and used as a less than lethal device, it may cause respiratory inflammation consisting of coughing, shortness of breath and a gagging sensation. It causes severe twitching to involuntary closing of the eyes. It causes slight to acute burning sensation and redness of the skin.
6. **Oleoresin Capsicum Instructor:** An operational employee certified and authorized to instruct operational employees in the use of oleoresin capsicum and as authorized by the USMS Training Academy.
7. **Expandable Baton:** Three stage steel baton with hardened shafts that extend and lock by friction or a cam system. They possess a reinforced textured hard rubber or metal tip with a firm foam or rubber grip handle. The baton is designed to disrupt a subject's noncompliance by means of striking or penetrating large muscle groups, pressure points or close quarters contact areas sufficient to cause pain, immobilization, distraction or displacement of balance to gain compliance.
8. **Expandable Baton Instructor:** An operational employee certified and authorized to instruct operational employees in the use of the expandable baton and as authorized by the Training Academy.
9. **Electronic Immobilization Device (EID):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
10. **EID Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic immobilization devices and as authorized by the Training Academy.
11. **Electronic Restraint Devices (ERD):** Equipment that emits an electrical charge in order to subdue a violent person. The package is attached to the subject and is activated by remote control device, which for eight seconds delivers 50,000 volts, which may disorient, temporarily

immobilize and stun a subject without causing permanent injury.

12. **ERD Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic restraint devices and as authorized by the Training Academy.
13. **Projectile Stun Gun (PSG):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy through projectiles sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
14. **PSG Instructor:** An operational employee certified and authorized to instruct operational employees in the use of projectile stun guns and as authorized by the Training Academy.
15. **Annual Retraining:** Mandatory annual training as outlined by the Assistant Director for Training. The training is conducted by a certified Less Than Lethal Instructor or a USMS instructor certified to instruct in specific devices (USM 333-B, USM 333-OC, USM 333-PSG, USM 333-EID, USM 333-ERD)

Attachments

Attachment A**Oleoresin Capsicum (OC)**

- A. POLICY:** Oleoresin Capsicum may be used by authorized and trained operational personnel in accordance with the USMS directive *Use of Force* policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the Oleoresin Capsicum in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)
 - b. Substitutions of Oleoresin Capsicum are not permitted without the written approval of the Assistant Director for Training and district management.
 2. **Carriage of Oleoresin Capsicum**
 - a. Certified operational personnel are encouraged to carry Oleoresin Capsicum while on duty.
 - b. When carrying Oleoresin Capsicum, it will be secured in an authorized holster.
 - c. Oleoresin Capsicum containers weighing 4.0 ounces or less may be placed in checked baggage inside an approved container according to FAA travel regulations. [49 CFR 175.10]
 3. **Storage/Security**
 - a. When not in actual personal custody, Oleoresin Capsicum must be stored in an appropriate locked container (safe, vault, weapons locker, etc.) to prevent loss, theft or unauthorized use of U.S. Marshals Service issued equipment.
 - b. When Oleoresin Capsicum is not being carried, it will be stored in a controlled area in the approved holster, or in a manner to prevent unintentional discharge.
 - c. Oleoresin Capsicum should not be stored in a motor vehicle or any area where extremely high or low temperatures are likely to occur.
 4. **Deployment Protocols**
 - a. OC Spray will be carried, deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. Oleoresin Capsicum will not be knowingly deployed near sparks or flames to avoid flammability type injuries to the subject or others in close proximity.
 5. The following topics are covered in policy directive, *Less Than Lethal Devices*:
 - a. Training
 - b. Use of Force Statement
 - c. Requirements After Use of Less Than Lethal Devices
 - d. Technical Malfunctions

- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment B**Expandable Baton**

- A. POLICY:** The expandable baton may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the expandable baton models and attachments in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of expandable batons and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 2. **Carriage of expandable baton:** Certified operational personnel are encouraged to carry the expandable baton while on duty.
 3. **Deployment Protocols**
 - a. The expandable baton will be carried and deployed in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. The expandable baton will be deployed using only the strikes necessary to control and secure a resistant subject.
 - c. Operational personnel using the expandable baton will take reasonable measures to avoid strikes to the following areas unless deadly force is necessary:
 - (1) Head/Face
 - (2) Neck
 - (3) Spinal Column
 - (4) Solar Plexus
 - (5) Kidneys
 - (6) Groin
 - (7) Joints
 4. The following topics are covered in USMS directive, Less Lethal Devices:
 - a. Training

- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment C**Electronic Immobilization Device, (EID)**

i.e., Ultron II and XR 5000 Stun guns

- A. **POLICY:** Electronic Immobilization Devices (EID) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. **PROCEDURES**
 - 1. **Authorized Devices**
 - a. Only the EID models and holsters in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of EIDs or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - 2. **Carriage of EID**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the EID.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the EID may be deployed by a certified EID operator. At the first available opportunity, the EID operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
 - c. The EID may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the EID, it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - 3. **Storage/Security**
 - a. When not in actual personal custody, the EID must be stored in an appropriate locked container (safe, vault, weapons locker, etc.).
 - b. When the EID is in an operational status, it will be carried in an approved holster.

4. Deployment Protocols

- a. The EID will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The EID will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The EID will not be knowingly activated near flammable materials, liquids or fumes due to the potential for explosion. The EID will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The EID user will take all reasonable measures to avoid intentional discharge of the EID to the following areas:
 - (1) Head/Face
 - (2) Neck
 - (3) Groin
 - (4) Female Breast
 - (5) Subject weighing less than 80 pounds

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment D

Electronic Restraint Device, (ERD)
i.e., REACT (Stun Belt) and (Band-It System)

A. POLICY: Electronic Restraint Devices (ERD) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.

B. PROCEDURES**1. Authorized Devices**

- a. Only the ERD models in USMS inventory are authorized provided they were approved

in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, [Authorized Less-Than-Lethal Devices](#).)

- b. Substitutions of ERDs are not permitted without the written approval of the Assistant Director for Training and district management.

2. **Carriage of ERD**

- a. Certified operational personnel will first obtain verbal approval from district/division management to deploy the ERD.
- b. In emergency situations where prior district/division management approval cannot be obtained, the ERD may be deployed by a certified ERD operator. At the first available opportunity, the ERD operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
- c. The ERD may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.

3. **Storage/Security**

- a. When not in actual personal custody, the ERD must be stored in an appropriate locked container (safe, vault, weapons locker, etc.). The unit battery will be replaced every two years and its usage recorded on the USMS StunBelt Charger/Battery Replacement Log.
- b. When the ERD is in an operational status, it will be placed on the subject in a manner consistent with current training procedures.

4. **Deployment Protocols**

- a. The ERD will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The ERD will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The ERD will not be knowingly activated near flammable materials, liquids or fumes due to the potential for combustion. The ERD will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The ERD user will take all reasonable measures to avoid activation of the ERD on prisoners known to have the following medical conditions:
 - (1) Pregnancy
 - (2) Heart Disease
 - (3) Multiple sclerosis, muscular dystrophy, epilepsy, or
 - (4) Any other medical condition known to pose a risk to the prisoner.

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. [Training](#)
- b. [Use of Force Statement](#)
- c. [Requirements After Use of Less Than Lethal Devices](#)

- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment E**Projectile Stun Guns**

- A. POLICY:** Projectile Stun Guns (P.S.G.) may be used by authorized and trained personnel according to the USMS directive *Use of Force* policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the P.S.G. models, cartridges, holsters and accessories in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)
 - b. Substitutions of P.S.G., cartridges or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - c. The P.S.G. is classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms. (See USMS directive *Management of Personal Property*, **Appendix A** and USMS directive, *Firearms*.)
 2. **Training**
 - a. The only approved P.S.G. certification programs are those established by the USMS Training Academy or an approved vendor sponsored P.S.G. course as approved by the Assistant Director for Training
 - b. Districts/divisions that possess a P.S.G., will request training from the Training Academy for a district P.S.G. Instructor. Managers must ensure that all operational employees designated to carry and deploy the P.S.G. device are trained and certified.
 3. **Carriage of P.S.G.**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the P.S.G.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the P.S.G. may be deployed by a certified P.S.G. operator. At the first available opportunity, the P.S.G. operator will notify district/division management of the deployment, to include the specific circumstances that necessitated the deployment.
 - c. The P.S.G. may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as task force operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the P.S.G., it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - e. District Security Officers (personal service guards) are not authorized to utilize P.S.G. while employed by the USMS.
 4. **Storage/Security**
 - a. When not in actual personal custody, the P.S.G. must be stored in an appropriate locked container (safe, vault, weapons locker, etc.), with the cartridge removed and the safety engaged.

- b. When the P.S.G. is in an operational status, it will be worn in the approved holster or stored in a locked controlled area in the approved holster with cartridge attached.
- c. The P.S.G. can be stored in a motor vehicle in a secured locked storage container that is affixed to the vehicle.

5. **Deployment Protocols**

- a. The P.S.G. will be deployed and activated by cartridge discharge or "drive stun" in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The P.S.G. will be deployed using the minimum number of cycles to control and secure a resistant subject.
- c. The P.S.G. should not be deployed against a subject if the subject is located in a position (i.e., roof, top of stairway) where it is clear that, if struck by the P.S.G.'s projectile, the subject will fall a substantial distance which is likely to cause serious bodily injury or death to the subject.
- d. **The P.S.G. will not be knowingly deployed or activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in close proximity or who are otherwise in close proximity to any combustible material.**
- e. The P.S.G. user must not aim for the subject's head, face, neck or groin.

6. **Post Activation Requirements:** In addition to the elements listed in USMS directive, *Less Lethal Devices*.

a. **Medical Considerations**

- (1) Operational employees are authorized to remove probes from subjects following the training protocols and blood borne pathogen precautions.
- (2) Seek medical care from a Medical Doctor, Physician's Assistant, EMT or other qualified medical provider for removal of probes located in the face, neck, breasts or groin or other area where standard removal protocol by operational employees would not be feasible.

b. **Reporting Requirements**

- (1) Collect the cartridge components including the cartridge, probes (bodily fluids precautions taken) and wires.
 - (a) All items will be collected only when the scene is safe and secured. Blood Borne Pathogens Precautions must be utilized. If items cannot be retrieved, document the circumstances in the USM-133, Use of Force Report.
 - (b) Items that are retrieved will be placed in an evidence container, documented on a USM-102, Seized Property and Evidence Control Form and tagged using the *Evidence* label, USM-8. This evidence will be secured in the designated storage location until the Office of Internal Investigations clears it for disposal.
- (2) **Data Port Download:** The activated P.S.G. will be removed from duty until data discharge history is downloaded to a computer system and a report is generated for submission with the USM-133, Use of Force Report. In exigent circumstances (i.e., emergency situation or rural area where the system for down load of information is not reasonably available) the device may remain deployed for the duration of the

mission, but no longer than necessary. District management must be notified immediately.

- (3) Complete Form USM-133, Use of Force Report, and attach the following documents and submit to the Office of Internal Investigations within 24 hours:

- (a) Data Port Download Report
- (b) USM-102, Seized Property and Evidence Control
- (c) Photographs and/or video documentation
- (d) USM-333-PSG, Projectile Stun Gun Qualification Record

- (4) Any serious injury or death possibly associated with the activation of the P.S.G. must be reported following the USMS directive, Significant Incidents Reporting. Until all computerized data is downloaded from the P.S.G. and approval is obtained from Office of General Counsel, the unit will not be turned over to an authorized investigative agency.

7. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions