

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

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



William W. Gross
Director

Division of
Wage Determinations

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State: North Carolina

Area: North Carolina Counties of Craven, Cumberland, New Hanover, Pasquotank, Pitt, Wake, Wilson

Employed on Department of Justice contract(s) for Court Security Services.

Collective Bargaining Agreement between United International Investigative Services, Inc. and International Union, United Government Security Officers of America, Local 94 effective April 27, 1999 through September 30, 2003.

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

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #94, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #94, (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

This agreement is entered between United International Investigation after referred to as the Company) and the International Union, United Government Security Officers of America (UGSOA), and Local #94, UGSOA (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 part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 4th Circuit in the State of North Carolina, 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.

ARTICLE #2

BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

Section 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, disciplines, or suspends for just cause,
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked
- F. Determine the qualifications of an employee to perform work.

Section 2

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 #4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work average of Thirty Two (32) hours or more a week (Based Per Year)
- B. Part-time employees are those employees who regularly work less than an average of Thirty Two (32) hours a week. Part-time employees are eligible for holiday pay and Vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

- D Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

**EQUAL OPPORTUNITY
(NON-DISCRIMINATION)**

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his hire.
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies, under the United States Marshals, Federal Court Security Officers Program. Full-time employees and part-time employees shall be placed on one seniority list. Seniority shall (date of hire) be shared by all employee's whether they are full-time or part-time.
2. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.
3. Union seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within Local 94 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 including special assignments and other matters as provided for in this Agreement.
4. 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.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with The Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the employer a minimum of fourteen (14) work days. If no full-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) work days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) work days, the Company may then fill the opening as follows,

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the opening within seven (7) work days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) work days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) work days of the notification of the opening, the Company may then fill the opening as follows.

- Fill the opening from outside the bargaining unit

ARTICLE #9

DISCHARGES

A The Employer shall have the right to discharge, discipline or suspend an employee for just cause

- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

ARTICLE #10

GRIEVANCE AND ARBITRATION

PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the company requests a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees to meet with the union at 0700 am during regular workdays for the purpose of discussing the grievance.
- C. **Suspension, Layoff and Discharges**

Step 1

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The contract manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then:

Step 2

1. The Employer, or his or her designated representative, and the Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

Step 3

1. Either party may make a written request for arbitration. The written request must be served on either the Contract Manager, or President of the Local Union. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

D. All Other Grievances

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:
3. The Employer, or his or her designated representative, and the Local Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if

possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days if the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.
4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
6. The losing party shall pay the reasonable fees and expenses of the arbitrator.
7. Time limits set forth herein may be extended only by mutual agreement of the union and the company.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the company request a meeting in reference to a disciplinary action those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

ARTICLE #12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays, and vacations, do not count as hours worked for overtime purposes, this includes hours-spent conducting union business
- B. Overtime Assignment
 - (1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.
 - (2) When a Bargaining Unit Employee is next on the list, and cannot work for any reason, he/she will go to the bottom of the list.
 - (3) Mandatory Overtime: Inverse to voluntary in that the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtime.

- C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Site Supervisor or in his absence the Lead CSO.

(NOTE: ⇒ The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

(1) The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.

(2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime

ARTICLE #13

WAGES

- A All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof. Payday will be no later than 14 Days following the close of the period.
- B In the event employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay

ARTICLE #14

LEAVES OF ABSENCE

- A A leave of absence "MAY-30" granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere

- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed Twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article is without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notices of Union elections;
 - 3. Notices of Union appointments and results of Union elections;
 - 4. Notices of Union meeting;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.
- C. Employer has no say in the use of bulletin board.
- D.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Effective October 1, 1999, Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. All Temporary assignments should not exceed 30 Days, unless justified.

ARTICLE #18

HOLIDAYS

- A. Effective October 1, 1999, all full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day
Independence Day
Veterans Day
Columbus Day
*Christmas Day
Good Friday

*Thanksgiving Day
Martin Luther King Jr. Birthday
Memorial Day
Washington's Birthday
Labor Day
Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- E. Employees assign to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.

ARTICLE #19

VACATIONS

- A. Effective October 1, 1999, Full Time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of One (1) year and One (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of Five (5) years and One (1) day shall receive four (4) weeks paid vacation Based on one hundred and ~~twenty~~ ^{SIXTY} (160) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this agreement who have been continuously employed for a period of Fifteen years (15) and One (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- D. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- E. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks vacation may take their vacation in segments of less than one (1) week each.

- F. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date, but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.
- H. If an employee has not reach the One Year and One Day rule, No vacation pay will be prorated.
- I. Vacations shall be cumulative from year to year. Any earned, but unused vacation time remaining at the end of a year of service shall be paid to the employee. (example: Anniversary date of employment shall be paid to the employee).

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Effective October 1, 1999 Regular employees with One (1) year of continuous service shall be eligible for paid sick/Personal leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rate basis for each full month worked. (Full-time employees will receive six (6) hours per month) subject to the following conditions:
 - (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. Employees can request Sick/Personal Leave of not Less than Four (4) hours, per request
 - (2) Proof of disability is required for sickness after three (3) consecutive days of absence
 - (3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance (Except in case of emergency)
 - (4) Sick/Personal leave must be used no later than one (1) year after it has been earned (Employee earns 9 Days from 1 Oct 1999 to 30 Sept 2000, must be used by 30 Sept 2001). Employees can cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days from the date of request

ARTICLE #21

JURY SERVICE

- A. Effective October 1, 1999, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to Five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

RE-NEGOTIATION

A. It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits shall be renegotiated.

ARTICLE #21

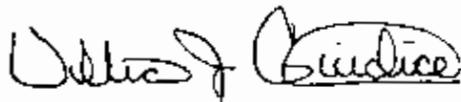
TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from April 27, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to September 30, 2003

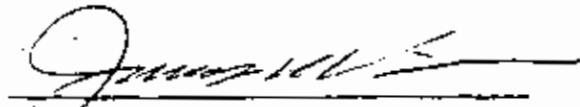
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

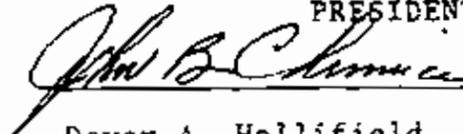
United International Investigative Services



International Union, United Government
Security Officers of America

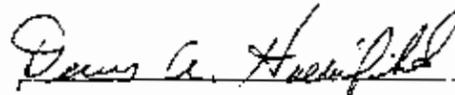


Local #94, United Government Security
Officers of America John B. Chinnici
PRESIDENT Local #94

 August 24, 1999

Dever A. Hollifield
Vice President Local #94

Witness:

 August 24, 1999

APPENDIX "A"
WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 1999 for the employees at the 4th Circuit for the State of North Carolina, Eastern North Carolina District, Local #94:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>New Bern</u>		<u>Wilson</u>	<u>Wilmington</u>
	<u>Greenville</u>	<u>Raleigh</u>	<u>Elizabeth</u>	<u>Fayetteville</u>
(a) Court Security Officers:	\$12.11 pr hr	\$12.13 pr hr	\$12.30 pr hr	\$12.00 pr hr
(b) Lead Court Security Officer:	\$13.86 pr hr	\$13.88 pr hr	\$14.05 pr hr	\$13.75 pr hr
(c) Senior LCSO:	\$14.86 pr hr	\$14.88 pr hr	\$15.05 pr hr	\$14.75 pr hr
(d) *Health & Welfare Allowance	\$1.63 Per each Regular Hour Worked			
(e) Uniform Allowance:	\$0.13 Per each Regular Hour Worked			
(f) Pension:	\$0.42 Per each Regular Hour Worked			

(2) Effective October 1, 2000

	<u>New Bern</u>		<u>Wilson</u>	<u>Wilmington</u>
	<u>Greenville</u>	<u>Raleigh</u>	<u>Elizabeth</u>	<u>Fayetteville</u>
(a) Court Security Officers	\$12.61 pr hr	\$12.63 pr hr	\$12.81 pr hr	\$12.50 pr hr
(b) Lead Court Security Officer	\$14.36 pr hr	\$14.38 pr hr	\$14.56 pr hr	\$14.25 pr hr
(c) Senior LCSO	\$15.36 pr hr	\$15.38 pr hr	\$15.56 pr hr	\$15.25 pr hr
(d) *Health & Welfare Allowance	\$1.87 Per each Regular Hour Worked			
(e) Uniform Allowance	\$0.15 Per each Regular Hour Worked			
(f) Pension	\$0.44 Per each Regular Hour Worked			

(3) Effective October 1, 2001

	<u>New Bern</u>		<u>Wilson</u>	<u>Wilmington</u>
	<u>Greenville</u>	<u>Raleigh</u>	<u>Elizabeth</u>	<u>Fayetteville</u>
(a) Court Security Officers	\$13.13 pr hr	\$13.15 pr hr	\$13.34 pr hr	\$13.02 pr hr
(b) Lead Court Security Officer	\$14.88 pr hr	\$14.90 pr hr	\$15.09 pr hr	\$14.77 pr hr
(c) Senior LCSO	\$15.88 pr hr	\$15.90 pr hr	\$16.09 pr hr	\$15.77 pr hr
(d) *Health & Welfare Allowance	\$1.94 Per each Regular Hour Worked			
(e) Uniform Allowance	\$0.17 Per each Regular Hour Worked			
(f) Pension	\$0.46 Per each Regular Hour Worked			

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2002

	<u>New Bern</u>		<u>Wilson</u>	<u>Wilmington</u>
	<u>Greensville</u>	<u>Raleigh</u>	<u>Elizabeth</u>	<u>Fayetteville</u>
(a) Court Security Officers	\$13.68 pr hr	\$13.70 pr hr	\$13.90 pr hr	\$13.57 pr hr
(b) Lead Court Security Officer	\$15.43 pr hr	\$15.45 pr hr	\$15.65 pr hr	\$15.32 pr hr
(c) Senior LCSO	\$16.43 pr hr	\$16.45 pr hr	\$16.65 pr hr	\$16.32 pr hr
(d) *Health & Welfare Allowance	\$2.02 Per each Regular Hour Worked			
(e) Uniform Allowance	\$0.19 Per each Regular Hour Worked			
(f) Pension	\$0.48 Per each Regular Hour Worked			

b Shift Differential

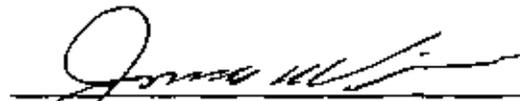
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate

*Employees can choose to join the Company Health Plan. H&W Allowance is based on 2,080.0 Annual Hours

United International Investigative Services

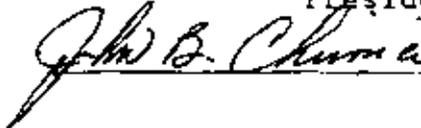


International Union, United Government Security Officers of America



Local #94, United Government Security Officers of America John B. Chinnici

President Local #94

 August 24, 1999

Personal/Sick Leave Eligibility Table		
START (Date Employee begins working on the contract, based on an October 1 contract start date.)	Rate of Personal/Sick Leave Eligible to Use	
	Full-Time	Shared Position
October 1 – 31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick 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/sick leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick 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/sick 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/sick leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal/sick day.) If the Employee has used more personal/sick days upon termination than she/he 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 (24hours) personal/sick leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

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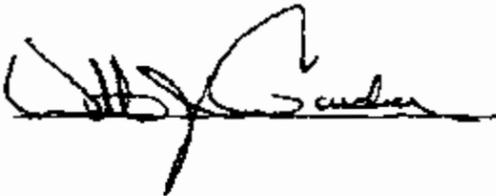
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LETTER OF UNDERSTANDING

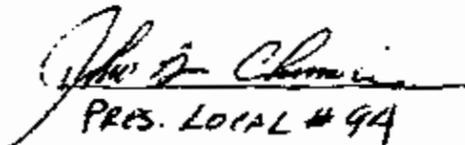
Clarification of Personal/Sick Leave:

The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

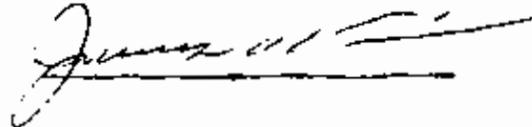
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Government Security Officers of
America



PREB. LOCAL # 94



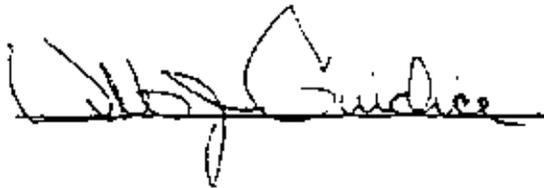
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

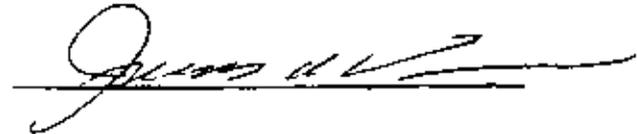
SHIFT BIDDING:

At least once a year, full-time Employees and shared position Employees at each location may bid their shift schedules among designated full-time assignments on the order of seniority. Both parties understand that this Section will not apply to US Marshal Service or Judicial Assignments.

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Security Officers of America



LETTER OF UNDERSTANDING

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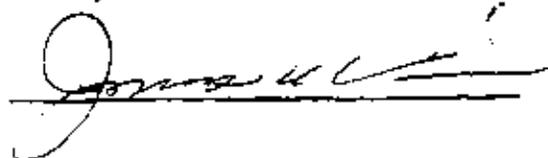
Clarification of Pension Payment:

Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

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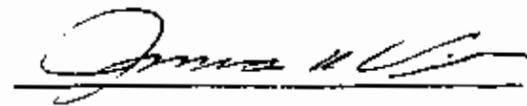
Clarification of Article 4 – CLASSIFICATIONS – Section B:

Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

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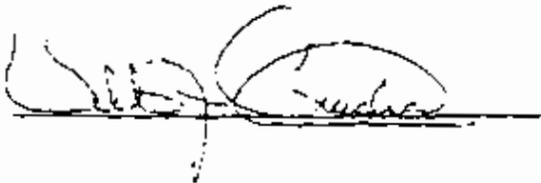
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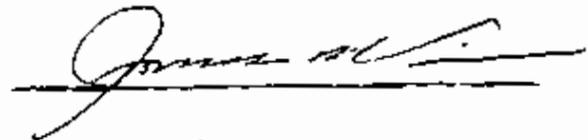
REST PERIODS:

There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and, 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 deny, avoid, or abuse this requirement.

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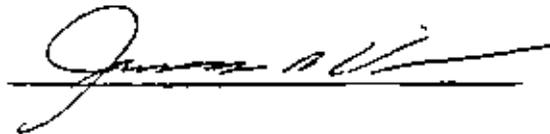
ADDENDUM to APPENDIX A:

The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

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Security Officers of America



LETTER OF UNDERSTANDING

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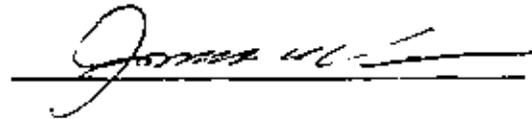
ADDENDUM to ARTICLE 23 -- PHYSICAL EXAMINATIONS:

The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

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LETTER OF UNDERSTANDING

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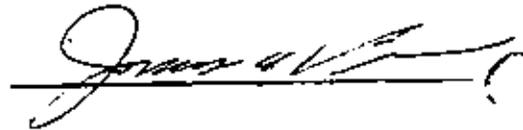
Clarification of Health and Welfare for Appendix A (d):

Health and Welfare payments will be paid per hour (up to 40 hours per week).

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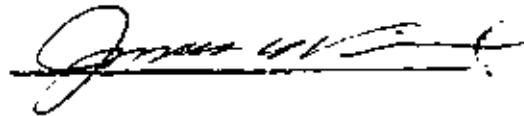
Terminating Employees:

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.

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LETTER OF UNDERSTANDING

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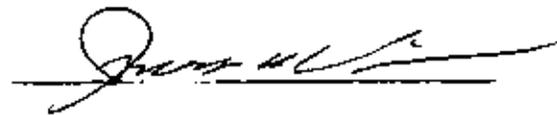
Hours of Work and Overtime - Work Week:

For the purposes of this Side Bar, 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 per day or week.

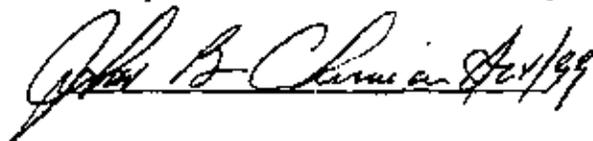
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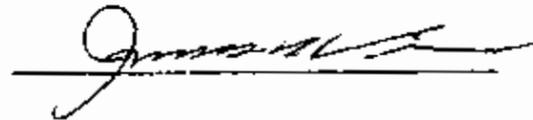
Discipline - Grounds for Dismissal:

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 Marshal Service. The Company's contract with the US Government sets out performance standards for CSOs and all employees are requested to comply with these standards

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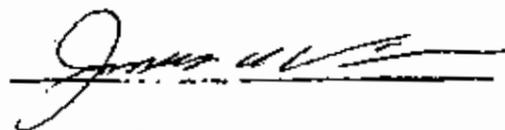
Vacation Increments:

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

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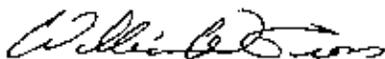


Local NO. 94, United Government
Security Officers of America



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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1999-0345
Revision No.: 1
Date of Last Revision: 05/24/2000

State: North Carolina

Area: North Carolina Counties of Durham, Forsyth, Guilford

Employed on Department of Justice contract(s) for Court Security Services.

Collective Bargaining Agreement between United International Investigative Services, Inc. and International Union, United Government Security Officers of America, Local 95 effective April 27, 1999 through September 30, 2003.

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

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #95, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #95, (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

This agreement is entered between United International Investigation after referred to as the Company) and the International Union, United Government Security Officers of America (UGSOA), and Local #95, UGSOA (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 part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 4th Circuit in the State of North Carolina, 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.

ARTICLE #2

BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

Section 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, disciplines, or suspends for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
- F. Determine the qualifications of an employee to perform work.

Section 2

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 #4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work average of Thirty Two (32) hours or more a week (Based Per Year)
- B. Part-time employees are those employees who regularly work less than an average of Thirty Two (32) hours a week. Part-time employees are eligible for holiday pay and Vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his hire.
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies in the Middle North Carolina District, under the United States Marshals, Federal Court Security Officers Program. Full-time employees and part-time employees shall be placed on separate seniority lists.
2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority does entitle them.
4. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the employer a minimum of fourteen (14) work days. If no full-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) work days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) work days, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the opening within seven (7) work days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) work days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) work days of the notification of the opening; the Company may then fill the opening as follows.

- Fill the opening from outside the bargaining unit

ARTICLE #9

DISCHARGES

A The Employer shall have the right to discharge, discipline or suspend an employee for just cause

- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

ARTICLE #10

GRIEVANCE AND ARBITRATION

PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the company requests a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees to meet with the union at 0700 am during regular workdays for the purpose of discussing the grievance.
- C. **Suspension, Layoff and Discharges**

Step 1

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The contract manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then:

Step 2

1. The Employer, or his or her designated representative, and the Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

Step 3

1. Either party may make a written request for arbitration. The written request must be served on either the Contract Manager, or President of the Local Union. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

D. All Other Grievances

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:
3. The Employer, or his or her designated representative, and the Local Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if

possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days if the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.
4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
6. The losing party shall pay the reasonable fees and expenses of the arbitrator.
7. Time limits set forth herein may be extended only by mutual agreement of the union and the company.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the company request a meeting in reference to a disciplinary action those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent

ARTICLE #12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays, and hours spent conducting Union business, do not count as hours worked for overtime purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes
- B. Overtime Assignment
 - (1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list
 - (2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime
 - (3) Mandatory Overtime: Inverse to voluntary in that the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtime

- C Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Site Supervisor or in his absence the lead CSO.

(NOTE. The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

- (1) The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.
- (2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

ARTICLE #13

WAGES

- A All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof. Payday will be no later than 14 Days following the close of the period.
- B In the event employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

ARTICLE #14

LEAVES OF ABSENCE

- A A leave of absence "MAY-Be" granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere.

- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed Twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article is without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:
1. Notices of Union recreational and social affairs;
 2. Notices of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meeting;
 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.
- C. Employer has no say in the use of bulletin board
- D.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Effective October 1, 1999, Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. All Temporary assignments should not exceed 30 Days, unless justified.

ARTICLE #18

HOLIDAYS

- A. Effective October 1, 1999, all full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day
Independence Day
Veterans Day
Columbus Day
*Christmas Day
Good Friday

*Thanksgiving Day
Martin Luther King Jr. Birthday
Memorial Day
Washington's Birthday
Labor Day
Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- D. Employees assigned to work Christmas and Thanksgiving will receive Time and One-Half, plus the eight (8) hours holiday pay.

ARTICLE #19

VACATIONS

- A. Effective October 1, 1999, Full Time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of One (1) year and One (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full Time employees covered by this Agreement who have been continuously employed for a period of Five (5) years and One (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (160) straight-time hours at their normal rate of pay.
- C. Full Time employees covered by this Agreement who have been continuously employed for a period of Fifteen (15) years and One (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- D. Part Time employees are eligible for vacation benefits on a pro-rata basis. For Example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- E. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.

- F. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.
- H. If an employee has not reach the One Year and One Day rule, No vacation pay will be prorated.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Effective October 1, 1999 Regular employees with One (1) year of continuous service shall be eligible for paid sick/Personal leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rate basis for each full month employed, (full-time employees will receive six (6) hours per month), subject to the following conditions:
 - (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. Employees can request Sick/Personal Leave of not Less than Four (4) hours, per request
 - (2) Proof of disability is required for sickness after three (3) consecutive days of absence
 - (3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance (except in case of emergency)
 - (4) Sick/Personal leave must be used no later than one (1) year after it has been earned (Employee earns 9 Days from 1 Oct 1999 to 30 Sept 2000, must be used by 30 Sept 2001). Employees can cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days from the date of request

ARTICLE #21

JURY SERVICE

- A. Effective October 1, 1999, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to Five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct it membership to return to work immediately
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

RE-NEGOTIATION

- A. It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits will be re-negotiated

ARTICLE #17

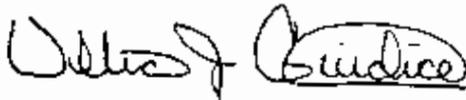
TERMS OF AGREEMENT

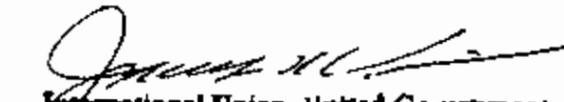
THIS AGREEMENT shall remain in full force and effect from April 27, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to September 30, 2003.

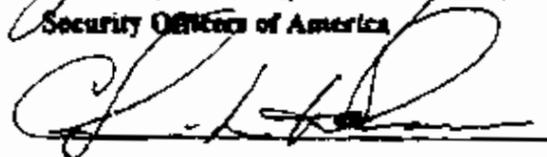
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

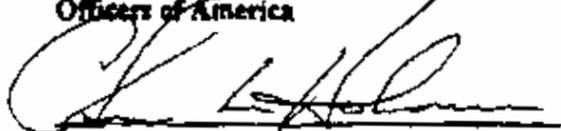
United International Investigative Services




International Union, United Government
Security Officers of America



Local #95, United Government Security
Officers of America



Witness:

APPENDIX "A"

WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 1999 for the employees at the 4th Circuit for the State of North Carolina, Middle North Carolina District, Local #95:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Winston-Salem</u>	<u>Greensboro</u>	<u>Durham</u>
(a) Court Security Officers:	\$13.00 pr hr	\$13.00 pr hr	\$13.00 pr hr
(b) Lead Court Security Officer:	\$14.75 pr hr	\$14.75 pr hr	\$14.75 pr hr
(c) Senior LCSO:	\$15.75 pr hr	\$15.75 pr hr	\$15.75 pr hr
(d) *Health & Welfare Allowance:	\$1.63 Per each Regular Hour Worked		
(e) Uniform Allowance:	\$0.13 Per each Regular Hour Worked		
(f) Pension:	\$0.42 Per each Regular Hour Worked		

(2) Effective October 1, 2000:

	<u>Winston-Salem</u>	<u>Greensboro</u>	<u>Durham</u>
(a) Court Security Officers:	\$13.54 pr hr	\$13.54 pr hr	\$13.54 pr hr
(b) Lead Court Security Officer:	\$15.29 pr hr	\$15.29 pr hr	\$15.29 pr hr
(c) Senior LCSO:	\$16.29 pr hr	\$16.29 pr hr	\$16.29 pr hr
(d) *Health & Welfare Allowance:	\$1.87 Per each Regular Hour Worked		
(e) Uniform Allowance:	\$0.15 Per each Regular Hour Worked		
(f) Pension:	\$0.44 Per each Regular Hour Worked		

(3) Effective October 1, 2001:

	<u>Winston-Salem</u>	<u>Greensboro</u>	<u>Durham</u>
(a) Court Security Officers:	\$14.10 pr hr	\$14.10 pr hr	\$14.10 pr hr
(b) Lead Court Security Officer:	\$15.85 pr hr	\$15.85 pr hr	\$15.85 pr hr
(c) Senior LCSO:	\$16.85 pr hr	\$16.85 pr hr	\$16.85 pr hr
(d) *Health & Welfare Allowance:	\$1.94 Per each Regular Hour Worked		
(e) Uniform Allowance:	\$0.17 Per each Regular Hour Worked		
(f) Pension:	\$0.46 Per each Regular Hour Worked		

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2002: -

	<u>Winston-Salem</u>	<u>Greensboro</u>	<u>Durham</u>
(a) Court Security Officers:	\$14.69 pr hr	\$14.69 pr hr	\$14.69 pr hr
(b) Lead Court Security Officer:	\$16.44 pr hr	\$16.44 pr hr	\$16.44 pr hr
(c) Senior LCSO:	\$17.44 pr hr	\$17.44 pr hr	\$17.44 pr hr
(d) *Health & Welfare Allowance:	\$2.02 Per each Regular Hour Worked		
(e) Uniform Allowance:	\$0.19 Per each Regular Hour Worked		
(f) Pension:	\$0.48 Per each Regular Hour Worked		

b. Shift Differential:

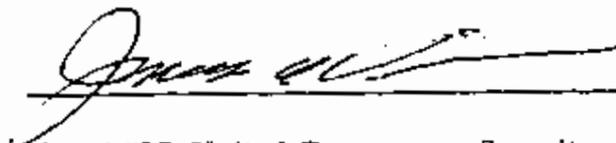
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

United International Investigative Services

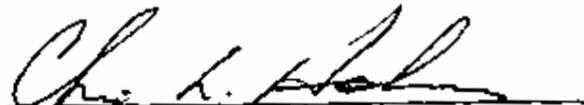


International Union, United Government
Security Officers of America



Local #95, United Government Security
Officers of America

07-29-99



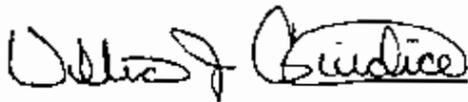
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

Clarification of Article 4 – CLASSIFICATIONS – Section B:

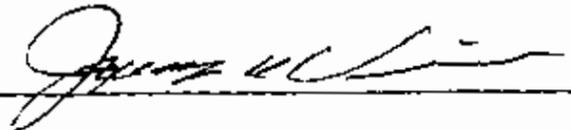
Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

United International Investigative Services

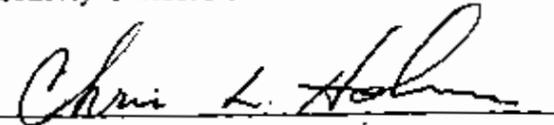


07-29-99

International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

Clarification of Pension Payment:

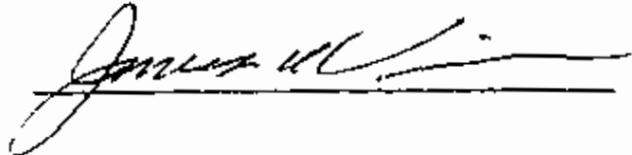
Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

United International Investigative Services

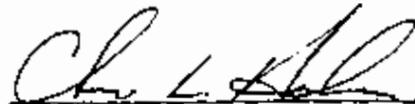


07-29-99

International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

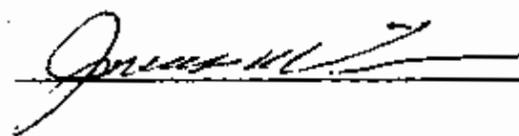
The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

United International Investigative Services

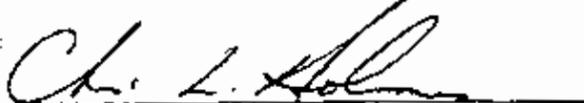


07-29-99

International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

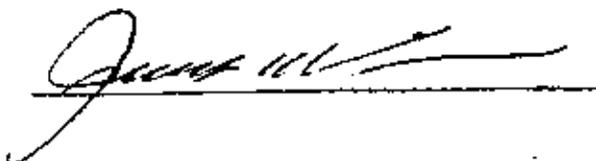
ADDENDUM to APPENDIX A:

The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

United International Investigative Services

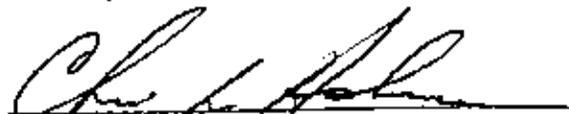


International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America

07-29-99



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

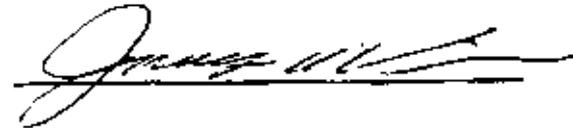
REST PERIODS:

There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and, 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 deny, avoid, or abuse this requirement.

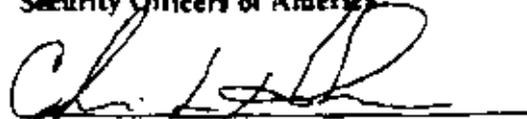
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 95, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

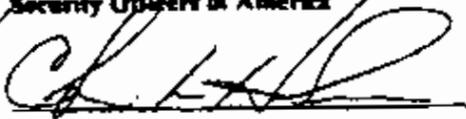
Clarification of Health and Welfare for Appendix A (d):

Health and Welfare payments will be paid per hour (up to 40 hours per week).

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 95, United Government
Security Officers of America

Personal/Sick Leave Eligibility Table		
START	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	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal/sick leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick 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/sick 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/sick leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal/sick day.) If the Employee has used more personal/sick days upon termination than she/he 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 (24hours) personal/sick leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

LETTER OF UNDERSTANDING

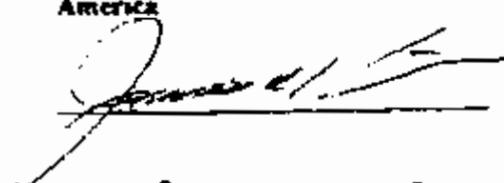
Clarification of Personal/Sick Leave in lieu of Payday changes:

The employee may take personal/sick time in the time increments that follow in the table that is in the agreement as of October 1, 1999; this change is in lieu of the change of pay periods.

United International Investigative Services

International Union, United
Government Security Officers of
America





Local #95

Chris L. Holmes

FROM: GSA

Sep-30-99 05:26P UGSOA

P.02

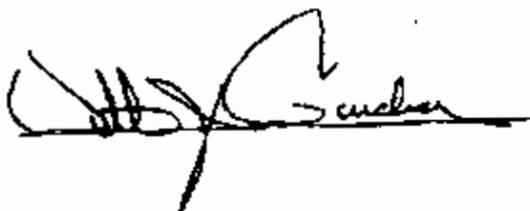
EO # 12101

LETTER OF UNDERSTANDING

Clarification of Personal/Sick Leave:

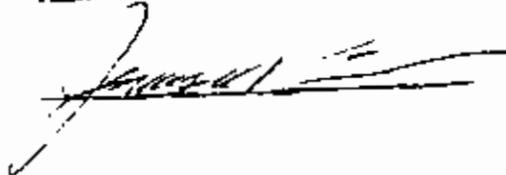
The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

United International Investigative Services



LOCAL # 95

International Union, United
Government Security Officers of
America



Chris L. Adams

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1999-0342
Revision No.: 1
Date of Last Revision: 05/24/2000

State: North Carolina

Area: North Carolina Counties of Buncombe, Swain

Employed on Department of Justice contract(s) for Court Security Services.

Collective Bargaining Agreement between United International Investigative Services, Inc. and International Union, United Government Security Officers of America, Local 96 effective April 27, 1999 through September 30, 2003.

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

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #96, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #96, (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

This agreement is entered between United International Investigation after referred to as the Company) and the International Union. United Government Security Officers of America (UGSOA), and Local #96, UGSOA (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 part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 4th Circuit in the State of North Carolina, 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.

ARTICLE #2

BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

Section 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, disciplines, or suspends for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
- F. Determine the qualifications of an employee to perform work.

Section 2

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 #4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work average of Thirty Two (32) hours or more a week (Based Per Year)
- B. Part-time employees are those employees who regularly work less than an average of Thirty Two (32) hours a week. Part-time employees are eligible for holiday pay and Vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

EQUAL OPPORTUNITY
(NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his hire.
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies in the Western North Carolina District, under the United States Marshals, Federal Court Security Officers Program. Full-time employees and part-time employees shall be placed on separate seniority lists.
2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority does entitle them.
4. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the employer a minimum of fourteen (14) work days. If no full-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) work days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) work days, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the opening within seven (7) work days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) work days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) work days of the notification of the opening; the Company may then fill the opening as follows:

- Fill the opening from outside the bargaining unit

ARTICLE #9

DISCHARGES

A The Employer shall have the right to discharge, discipline or suspend an employee for just cause

- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

ARTICLE #10

GRIEVANCE AND ARBITRATION

PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the company requests a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees to meet with the union at 0700 am during regular workdays for the purpose of discussing the grievance.
- C. **Suspension, Layoff and Discharges**

Step 1

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The contract manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then:

Step 2

1. The Employer, or his or her designated representative, and the Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

Step 3

1. Either party may make a written request for arbitration. The written request must be served on either the Contract Manager, or President of the Local Union. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

D. All Other Grievances

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:
3. The Employer, or his or her designated representative, and the Local Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if

possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days if the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.
4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
6. The losing party shall pay the reasonable fees and expenses of the arbitrator.
7. Time limits set forth herein may be extended only by mutual agreement of the union and the company.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representatives are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the company request a meeting in reference to a disciplinary action those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

ARTICLE #12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays and hours spent conducting Union business, do not count as hours worked for overtime purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes
- .B Overtime Assignment
 - (1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.
 - (2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reason, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime
 - (3) Mandatory Overtime: Inverse to voluntary in that the Bargaining Unit Employee which the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtime

- C Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Site Supervisor or in his absence the lead CSO.

(NOTE. The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

- (1) The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.
- (2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

ARTICLE #13

WAGES

- A All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof. Payday will be no later than 14 Days following the close of the period
- B In the event employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay

ARTICLE #14

LEAVES OF ABSENCE

- A A leave of absence "MAY-Be" granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere

- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed Twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article is without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notices of Union elections;
 - 3. Notices of Union appointments and results of Union elections;
 - 4. Notices of Union meeting;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.
- C. Employer has no say in the use of bulletin board.
- D.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Effective October 1, 1999, Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. All Temporarily assignments should not exceed 30 Days, unless justified.

ARTICLE #18

HOLIDAYS

- A. Effective October 1, 1999, all full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day
Independence Day
Veterans Day
Columbus Day
*Christmas Day
Good Friday

*Thanksgiving Day
Martin Luther King Jr. Birthday
Memorial Day
Washington's Birthday
Labor Day
Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- E. Employees assign to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.

ARTICLE #19

VACATIONS

- A. Effective October 1, 1999, Full Time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of One (1) year and One (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of Five (5) years and One (1) day shall receive four (4) weeks paid vacation Based on one hundred and twenty (160) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this agreement who have been continuously employed for a period of Fifteen years (15) and One (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- D. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- E. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's vacation may take their vacation in segments of less than one (1) week each.

- F Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee
- G Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date, but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities
- H If an employee has not reach the One Year and One Day rule, No vacation pay will be prorated

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A Effective October 1, 1999 Regular employees with One (1) year of continuous service shall be eligible for paid sick/Personal leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rate basis for each full month employed, (full-time employees will receive six (6) hours per month), subject to the following conditions
 - (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. Employees can request Sick/Personal Leave of not Less than Four (4) hours, per request
 - (2) Proof of disability is required for sickness after three (3) consecutive days of absence
 - (3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance. (except in case of emergency)
 - (4) Sick/Personal leave must be used no later than one (1) year after it has been earned (Employee earns 9 Days from 1 Oct 1999 to 30 Sept 2000, must be used by 30 Sept 2001). Employees can cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days from the date of request

ARTICLE #21

JURY SERVICE

- A. Effective October 1, 1999, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to Five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer not less than forty-eight (48) hours prior notice before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of Section A. of this Article.
- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct it membership to return to work immediately
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement

ARTICLE #26

RE-NEGOTIATION

- A. It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits will be re-negotiated

ARTICLE #27

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from April 27, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to September 30, 2003

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

United International Investigative Services

William J. Giudice

International Union, United Government
Security Officers of America

James A. [Signature]

Local #96, United Government Security
Officers of America

Everett C. Joffe
PRESIDENT LOCAL 96

Witness:

George M. Daulton
v/pres.

APPENDIX "A"

WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 1999 for the employees at the 4th Circuit for the State of North Carolina, Western North Carolina District, Local #96:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Asheville</u>	<u>Bryson City</u>
(a) Court Security Officers:	\$14.52 pr hr	\$14.52 pr hr
(b) Lead Court Security Officer:	\$16.27 pr hr	\$16.27 pr hr
(c) Senior LCSO:	\$17.27 pr hr	\$17.27 pr hr
(d) *Health & Welfare Allowance:	\$1.63 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.13 Per each Regular Hour Worked	
(f) Pension:	\$0.42 Per each Regular Hour Worked	

(2) Effective October 1, 2000:

	<u>Asheville</u>	<u>Bryson City</u>
(a) Court Security Officers:	\$15.12 pr hr	\$15.12 pr hr
(b) Lead Court Security Officer:	\$16.87 pr hr	\$16.87 pr hr
(c) Senior LCSO:	\$17.87 pr hr	\$17.87 pr hr
(d) *Health & Welfare Allowance:	\$1.87 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.15 Per each Regular Hour Worked	
(f) Pension:	\$0.44 Per each Regular Hour Worked	

(3) Effective October 1, 2001:

	<u>Asheville</u>	<u>Bryson City</u>
(a) Court Security Officers:	\$15.75 pr hr	\$15.75 pr hr
(b) Lead Court Security Officer:	\$17.50 pr hr	\$17.50 pr hr
(c) Senior LCSO:	\$18.50 pr hr	\$18.50 pr hr
(d) *Health & Welfare Allowance:	\$1.94 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.17 Per each Regular Hour Worked	
(f) Pension:	\$0.46 Per each Regular Hour Worked	

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2002:

	<u>Asheville</u>	<u>Bryson City</u>
(a) Court Security Officers:	\$16.41 pr hr	\$16.41 pr hr
(b) Lead Court Security Officer:	\$18.16 pr hr	\$18.16 pr hr
(c) Senior LCSO:	\$19.16 pr hr	\$19.16 pr hr
(d) *Health & Welfare Allowance:	\$2.02	Per each Regular Hour Worked
(e) Uniform Allowance:	\$0.19	Per each Regular Hour Worked
(f) Pension:	\$0.48	Per each Regular Hour Worked

b. Shift Differential:

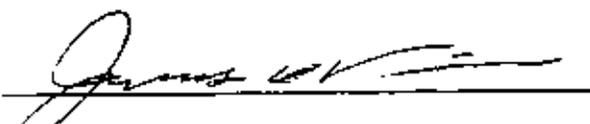
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

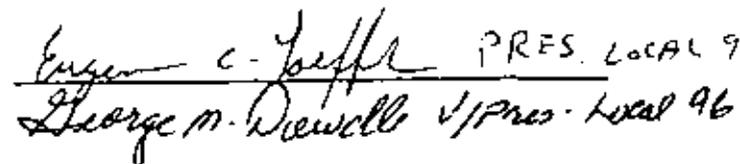
United International Investigative Services



International Union, United Government Security Officers of America



Local #96, United Government Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

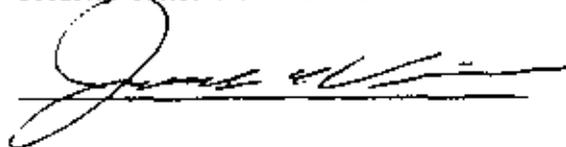
SHIFT BIDDING:

At least once a year, full-time Employees and shared position Employees at each location may bid their shift schedules among designated full-time assignments on the order of seniority. Both parties understand that this Section will not apply to US Marshal Service or Judicial Assignments.

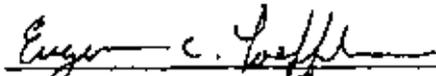
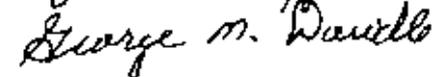
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Local NO. 96, United Government
Security Officers of America

 PRESIDENT
 v/pres

LETTER OF UNDERSTANDING

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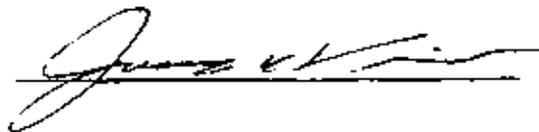
Clarification of Pension Payment:

Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

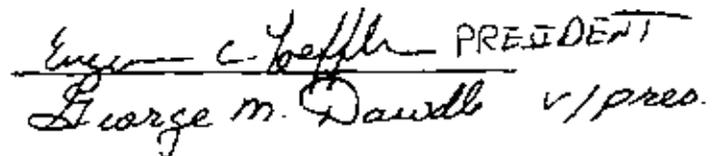
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Local NO. 96, United Government
Security Officers of America



Eugene C. Loeffler PRESIDENT
George M. Dawdle v/pres.

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

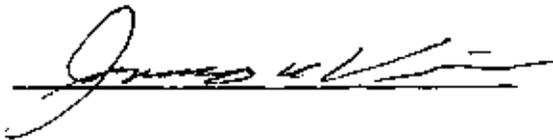
Clarification of Article 4 – CLASSIFICATIONS – Section B:

Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

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Eugene C. [unclear] PRESIDENT
George M. Davall v/pres.

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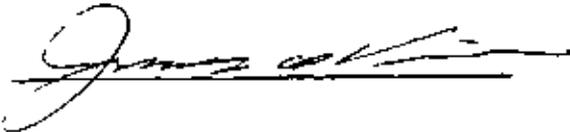
ADDENDUM to APPENDIX A:

The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

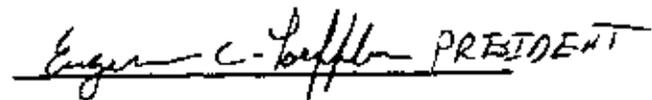
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LETTER OF UNDERSTANDING

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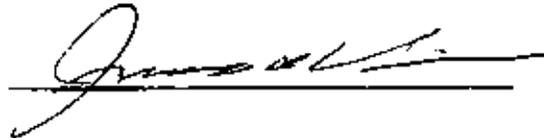
ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

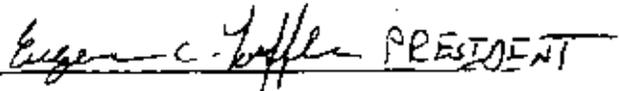
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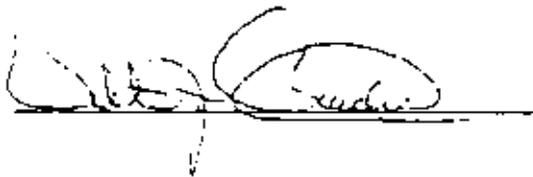
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

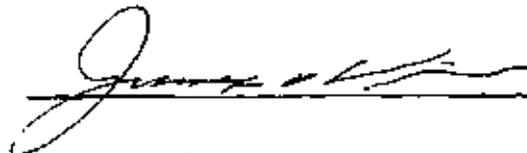
REST PERIODS:

There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and, 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 deny, avoid, or abuse this requirement.

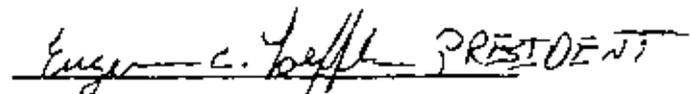
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Eugene C. Jeff PRESIDENT

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

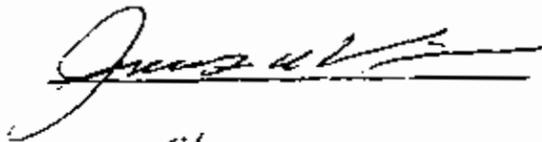
Clarification of Health and Welfare for Appendix A (d):

Health and Welfare payments will be paid per hour (up to 40 hours per week).

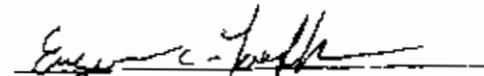
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Local NO. 96, United Government
Security Officers of America



PRESIDENT LOCAL 96

Personal/Sick Leave Eligibility Table		
START (Date Employee begins working on the contract, based on an October 1 contract start date.)	Rate of Personal/Sick Leave Eligible to Use	
	Full-Time	Shared Position
October 1 – 31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

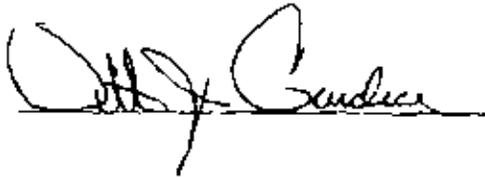
- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal/sick leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick 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/sick 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/sick leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal/sick day.) If the Employee has used more personal/sick days upon termination than she/he 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 (24hours) personal/sick leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

LETTER OF UNDERSTANDING

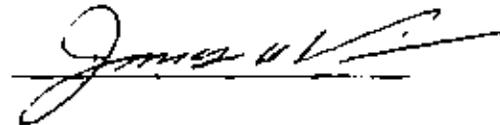
Clarification of Personal/Sick Leave in lieu of Payday changes:

The employee may take personal/sick time in the time increments that follow in the table that is in the agreement as of October 1, 1999; this change is in lieu of the change of pay periods.

United International Investigative Services



**International Union, United
Government Security Officers of
America**



Eugene C. Tuff
PRESIDENT LOCAL 96

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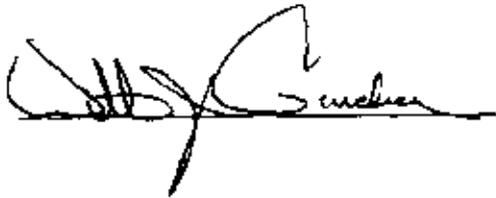
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LETTER OF UNDERSTANDING

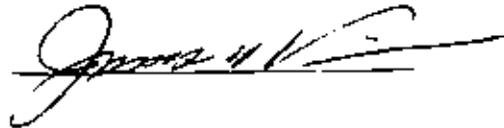
Clarification of Personal/Sick Leave:

The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

United International Investigative Services



International Union, United
Government Security Officers of
America



Ernest C. Hoff
PRESIDENT LOCAL 96
George M. Dawell
V/PRES LOCAL 96

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1999-0343
Revision No.: 1
Date of Last Revision: 05/24/2000

State: North Carolina

Area: North Carolina Counties of Iredell, Mecklenburg

Employed on Department of Justice contract(s) for Court Security Services.

Collective Bargaining Agreement between United International Investigative Services, Inc. and International Union, United Government Security Officers of America, Local 90 effective April 27, 1999 through September 30, 2003.

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

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #90, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #90, (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

This agreement is entered between United International Investigation after referred to as the Company) and the International Union, United Government Security Officers of America (UGSOA), and Local #90, UGSOA (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 part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 4th Circuit in the State of North Carolina, 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.

ARTICLE #2

BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

Section 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, disciplines, or suspends for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
- F. Determine the qualifications of an employee to perform work.

Section 2

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 #4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work average of Thirty Two (32) hours or more a week (Based Per Year)
- B. Part-time employees are those employees who regularly work less than an average of Thirty Two (32) hours a week. Part-time employees are eligible for holiday pay and Vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his hire.
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies in the Charlotte District, under the United States Marshals, Federal Court Security Officers Program. Full-time employees and part-time employees shall be placed on separate seniority lists.
2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority does entitle them.
4. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the employer a minimum of fourteen (14) work days. If no full-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the employer, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) work days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) work days, the Company may then fill the opening as follows;

- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) work days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) work days. If no full-time employee requested the opening within seven (7) work days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) work days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) work days of the notification of the opening, the Company may then fill the opening as follows.

- Fill the opening from outside the bargaining unit

ARTICLE #9

DISCHARGES

A The Employer shall have the right to discharge, discipline or suspend an employee for just cause

- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

ARTICLE #10

GRIEVANCE AND ARBITRATION

PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the company requests a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees to meet with the union at 0700 am during regular workdays for the purpose of discussing the grievance.
- C. **Suspension, Layoff and Discharges**

Step 1

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.

2. The contract manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then:

Step 2

1. The Employer, or his or her designated representative, and the Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

Step 3

1. Either party may make a written request for arbitration. The written request must be served on either the Contract Manager, or President of the Local Union. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

D. All Other Grievances

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:
3. The Employer, or his or her designated representative, and the Local Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if

possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.
4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
6. The losing party shall pay the reasonable fees and expenses of the arbitrator.
7. Time limits set forth herein may be extended only by mutual agreement of the union and the company.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the company request a meeting in reference to a disciplinary action those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

ARTICLE #12

OVERTIME

A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays, and hours spent conducting Union business, do not count as hours worked for overtime purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes.

B. Overtime Assignment

- (1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.
- (2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime.
- (3) Mandatory Overtime: Inverse to voluntary is that the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes evolutionary call-in, which results in overtime.

- C Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Site Supervisor or in his absence the Lead CSO.

(NOTE. The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

(1) The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.

(2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime

ARTICLE #13

WAGES

A All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof. Payday will be no later than 14 Days following the close of the period

B In the event employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay

ARTICLE #14

LEAVES OF ABSENCE

A A leave of absence "MAY-Be" granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere

- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed Twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article is without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:
1. Notices of Union recreational and social affairs;
 2. Notices of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.
- C. Employer has no say in the use of bulletin board.
- D.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Effective October 1, 1999, Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. All Temporary assignments should not exceed 30 Days, unless justified.

ARTICLE #18

HOLIDAYS

- A. Effective October 1, 1999, all full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day
Independence Day
Veterans Day
Columbus Day
*Christmas Day
Good Friday

*Thanksgiving Day
Martin Luther King Jr. Birthday
Memorial Day
Washington's Birthday
Labor Day
Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- D. Employees assigned to work Christmas and Thanksgiving will receive Time and One-Half, plus the eight (8) hours holiday pay.

ARTICLE #19

VACATIONS

- A. Effective October 1, 1999, Full Time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of One (1) year and One (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full Time employees covered by this Agreement who have been continuously employed for a period of Five (5) years and One (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (160) straight-time hours at their normal rate of pay.
- C. Full Time employees covered by this Agreement who have been continuously employed for a period of Fifteen (15) years and One (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- D. Part Time employees are eligible for vacation benefits on a pro-rata basis. For Example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- E. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.

- F Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee
- G Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date, but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities
- H If an employee has not reach the One Year and One Day rule, No vacation pay will be prorated.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Effective October 1, 1999 Regular employees with One (1) year of continuous service shall be eligible for paid sick/Personal leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rate basis for each full month employed, (full-time employees will receive six (6) hours per month), subject to the following conditions:
 - (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. Employees can request Sick/Personal Leave of not Less than Four (4) hours, per request
 - (2) Proof of disability is required for sickness after three (3) consecutive days of absence
 - (3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance (except in case of emergency)
 - (4) Sick/Personal leave must be used no later than one (1) year after it has been earned (Employee earns 9 Days from 1 Oct 1999 to 30 Sept 2000, must be used by 30 Sept 2001). Employees can cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days from the date of request

ARTICLE #21

JURY SERVICE

- A. Effective October 1, 1999, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to Five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

RE-NEGOTIATION

The parties mutually agreed upon that all the contents prior to the annual anniversary of this contract shall be renegotiated.

ARTICLE #23

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from April 27, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to September 30, 2003

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

United International Investigative Services

William J. Giudice

International Union, United Government
Security Officers of America

James A. Vigneri
JAMES A. VIGNERI
UGSCA NATIONAL
PRESIDENT

Local #90, United Government Security
Officers of America

Anthony A. Kestler President

Witness:

APPENDIX "A"

WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 1999 for the employees at the 4th Circuit for the State of North Carolina, Charlotte District, Local #90:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Charlotte</u>	<u>Statesville</u>
(a) Court Security Officers:	\$14.43 pr hr	\$14.43 pr hr
(b) Lead Court Security Officer:	\$16.18 pr hr	\$16.18 pr hr
(c) Senior LCSO:	\$17.18 pr hr	\$17.18 pr hr
(d) *Health & Welfare Allowance:	\$1.63 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.13 Per each Regular Hour Worked	
(f) Pension:	\$0.42 Per each Regular Hour Worked	

(2) Effective October 1, 2000:

	<u>Charlotte</u>	<u>Statesville</u>
(a) Court Security Officers:	\$15.03 pr hr	\$15.03 pr hr
(b) Lead Court Security Officer:	\$16.78 pr hr	\$16.78 pr hr
(c) Senior LCSO:	\$17.78 pr hr	\$17.78 pr hr
(d) *Health & Welfare Allowance:	\$1.87 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.15 Per each Regular Hour Worked	
(f) Pension:	\$0.44 Per each Regular Hour Worked	

(3) Effective October 1, 2001:

	<u>Charlotte</u>	<u>Statesville</u>
(a) Court Security Officers:	\$15.66 pr hr	\$15.66 pr hr
(b) Lead Court Security Officer:	\$17.41 pr hr	\$17.41 pr hr
(c) Senior LCSO:	\$18.41 pr hr	\$18.41 pr hr
(d) *Health & Welfare Allowance:	\$1.94 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.17 Per each Regular Hour Worked	
(f) Pension:	\$0.46 Per each Regular Hour Worked	

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2002:

	<u>Charlotte</u>	<u>Statesville</u>
(a) Court Security Officers:	\$16.31 pr hr	\$16.31 pr hr
(b) Lead Court Security Officer:	\$18.03 pr hr	\$18.03 pr hr
(c) Senior LCSO:	\$19.03 pr hr	\$19.03 pr hr
(d) *Health & Welfare Allowance:	\$2.02 Per each Regular Hour Worked	
(e) Uniform Allowance:	\$0.19 Per each Regular Hour Worked	
(f) Pension:	\$0.48 Per each Regular Hour Worked	

b. Shift Differential:

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

*Employees can choose to join the Company Health Plan

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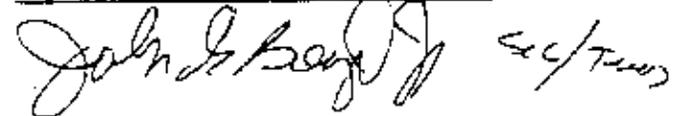


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 JAMES A. VISSAR
 UGSOA INTERNATIONAL
 PRESIDENT

Local #90, United Government Security
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LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

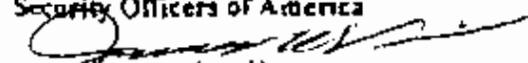
SHIFT BIDDING:

At least once a year, full-time Employees and shared position Employees at each location may bid their shift schedules among designated full-time assignments on the order of seniority. Both parties understand that this Section will not apply to US Marshal Service or Judicial Assignments.

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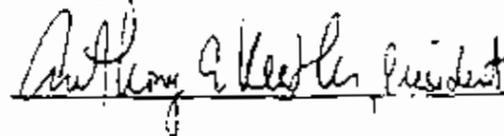


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PRESIDENT

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LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

Clarification of Pension Payment:

Pension is paid for each hour worked: it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

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William J. Giudice

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PRESIDENT

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Anthony E. Kettle, President



LETTER OF UNDERSTANDING

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Clarification of Article 4 – CLASSIFICATIONS – Section B:

Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

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Robert J. Giudice

International Union, United Government
Security Officers of America

James A. Vissar

JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

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Security Officers of America

Anthony E. Keller, President

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

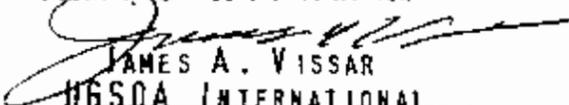
ADDENDUM to APPENDIX A:

The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

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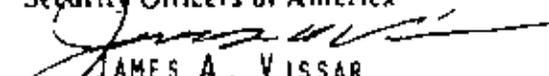
ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

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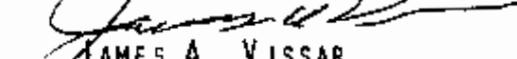
ADDENDUM to ARTICLE 18 - HOLIDAYS

The employee may elect to take his/her birthday as a holiday on or within 30 days after his/her birthday, with Company approval.

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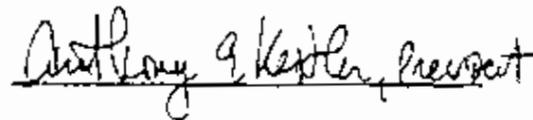


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LETTER OF UNDERSTANDING

Side bar to the Collective Bargaining Agreement.

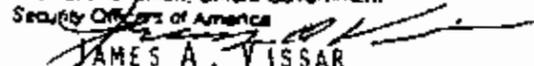
ADDENDUM to ARTICLE 3 - APPOINTMENT OF LEAD CSO

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 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.

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Anthony E. Kerley, President

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CHANGE to ARTICLE 8 - SENIORITY PARAGRAPH 2

2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full time employees in accordance with the date of hire, if they have completed the equivalent of the ninety (90) day probationary period.

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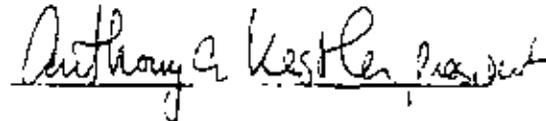


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Anthony A. Kestler, President

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CHANGES to ARTICLE 20 - SICK/PERSONAL LEAVE BENEFITS

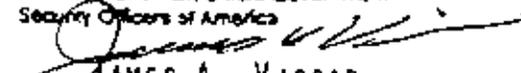
A. (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. Employees can request Sick/Personal leave in one (1) hour increments.

Delete A. (3) - Seven (7) day notice

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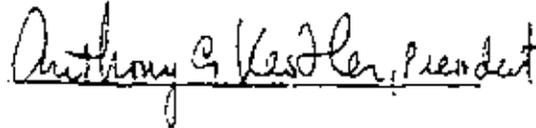


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~~IBSOA INTERNATIONAL~~
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Anthony G. Kestler, President

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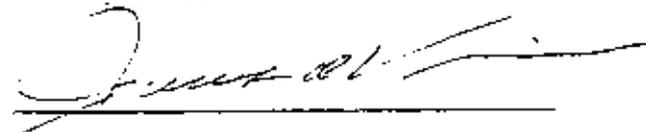
REST PERIODS:

There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and, 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 deny, avoid, or abuse this requirement.

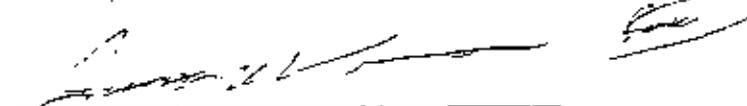
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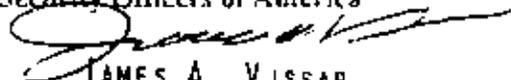
Clarification of Health and Welfare for Appendix A (d):

Health and Welfare payments will be paid per hour (up to 40 hours per week).

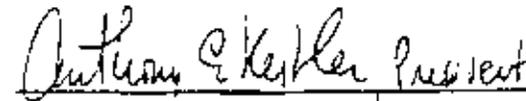
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Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1 – 31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal/sick leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick 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/sick 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/sick leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal/sick day.) If the Employee has used more personal/sick days upon termination than she/he 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 (24hours) personal/sick leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

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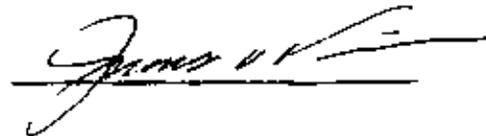
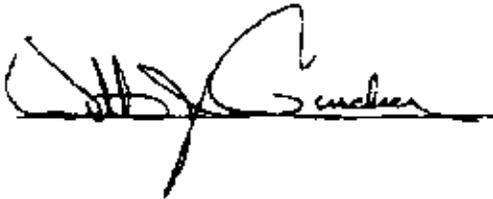
LETTER OF UNDERSTANDING

Clarification of Personal/Sick Leave:

The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

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LETTER OF UNDERSTANDING

Clarification of Personal/Sick Leave in lieu of Payday changes:

The employee may take personal/sick time in the time increments that follow in the table that is in the agreement as of October 1, 1999; this change is in lieu of the change of pay periods.

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