

APPLICABLE DEPARTMENT OF LABOR
WAGE DETERMINATIONS AND
COLLECTIVE BARGAINING AGREEMENTS

4th JUDICIAL CIRCUIT

3rd Circuit

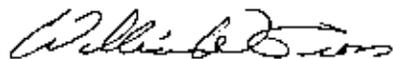
<u>State</u>	<u>City</u>	<u>County</u>	<u>Wage Det.</u>	<u>Date</u>	<u>Unions</u>
Maryland	Baltimore	Baltimore	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Hyattsville	Prince George	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Greenbelt	Prince George	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
North Carolina	Raleigh	Wake	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Fayetteville	Cumberland	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Wilmington	New Hanover	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Elizabeth City	Pasquatank	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Wilson	Wilson	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Greenville	Pitt	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	New Bern	Craven	1999-0344 (Rev 1)	5/24/00	United Government Security Officer of America Local 94
	Greensboro	Guildord	1999-0345 (Rev 1)	5/24/00	United Government Security Officer of America Local 95
	Durham	Durham	1999-0345 (Rev 1)	5/24/00	United Government Security Officer of America Local 95
	Winston-Salem	Forsyth	1999-0345 (Rev 1)	5/24/00	United Government Security Officer of America Local 95
	Asheville	Buncombe	1999-0342 (Rev 1)	5/24/00	United Government Security Officers of America Local 96
	Charlotte	Mecklenburg	1999-0343 (Rev 1)	5/24/00	United Government Security Officers of America Local 90
	Bryson City	Swain	1999-0342 (Rev 1)	5/24/00	United Government Security Officers of America Local 96
	Statesville	Iredell	1999-0343 (Rev 1)	5/24/00	United Government Security Officers of America Local 90
South Carolina	Columbia	Richland	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Greenville	Greenville	1999-0346 (Rev 1)	5/24/00	United Government Security Officers of America Local 116
	Florence	Florence	1999-0348 (Rev 1)	5/24/00	United Government Security Officer of America Local 97
	Aiken	Aiken	1999-0346 (Rev 1)	5/24/00	United Government Security Officers of America Local 116
	Anderson	Anderson	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Charleston	Charleston	1999-0348 (Rev 1)	5/24/00	United Government Security Officers of America Local 97
	Beauford	Beauford	1999-0348 (Rev 1)	5/24/00	United Government Security Officers of America Local 97
	Spartanburg	Spartanburg	1999-0346 (Rev 1)	5/24/00	United Government Security Officers of America Local 116

4th Circuit (continued)

<u>State</u>	<u>City</u>	<u>County</u>	<u>Wage Det.</u>	<u>Date</u>	<u>Unions</u>
Virginia	Alexandria	Alexandria	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Richmond	Richmond	1999-0359 (Rev 1)	5/24/00	United Government Security Officers of America Local 84
	Norfolk	Norfolk	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Newport News	Newport News	2001-0455 (Rev 1)	10/1/01	Federation of Police, Security and Correction Officers
	Roanoke	Roanoke	1999-0354 (Rev 1)	5/24/00	United Government Security Officers of America Local 88
	Abington	Washington	1999-0354 (Rev 1)	5/24/00	United Government Security Officers of America Local 88
	Danville	Pittsylvania	1999-0354 (Rev 1)	5/24/00	United Government Security Officers of America Local 88
	Harrisonburg	Rockingham	2000-0256 (Rev 1)	10/24/00	United Government Security Officers of America Local 88
Virginia	Big Stone Gap	Wise	1999-0354 (Rev 1)	5/24/00	United Government Security Officers of America Local 88
	Charlottesville	Charlottesville	1999-0354 (Rev 1)	5/24/00	United Government Security Officers of America Local 88
	Lynchburg	Bedford	2000-0256 (Rev 1)	10/24/00	United Government Security Officers of America Local 88
West Virginia	Elkins	Randolph	1999-0360 (Rev 2)	9/1/00	United Government Security Officers of America Local 87
	Wheeling	Ohio	1999-0360 (Rev 2)	9/1/00	United Government Security Officers of America Local 87
	Martinsburg	Berkley	1999-0360 (Rev 2)	9/1/00	United Government Security Officers of America Local 87
	Clarksburg	Harrison	1999-0360 (Rev 2)	9/1/00	United Government Security Officers of America Local 87
	Charleston	Kanawha			United Government Security Officers of America Local 92
	Huntington	Cabell			United Government Security Officers of America Local 92
	Bluefield	Mercer			United Government Security Officers of America Local 92
	Beckley	Raleigh			United Government Security Officers of America Local 92
	Parkersburg	Wood			United Government Security Officers of America Local 92

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2001-0455
Revision No.: 1
Date of Last Revision: 10/01/2001

States: Maryland, South Carolina, Virginia

Area: Maryland Counties of Baltimore, Prince George's
South Carolina Counties of Anderson, Richland
Virginia Counties of Alexandria, Newport News, Norfolk

Employed on contract for Court Security Officers Services.

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

Collective Bargaining Agreement between United International Investigative Services, Inc. and Federation of Police, Security and Correction Officers (FOPSCO/AFSPA) effective April 1, 1999 through September 30, 2003

AGREEMENT
Between
Federation of
Police, Security and Correction Officers
(FOPSCO/AFSPA)

and

United International Investigative Services, INC.
April 1, 1999
Through
September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>PAGE</u>
Preamble	3
1. Bargaining Unit	3
2. Bargaining Obligations	3
3. Management's Retained Rights	4
4. Classifications	4
5. Savings Clause	5
6. Equal Opportunity (Non-Discrimination)	5
7. Trial Period-Notification	5
8. Seniority	6
9. Discharges	8
10. Grievance And Arbitration Procedures	8
11. Disciplinary Action	11
12. Overtime	11
13. Wages	12
14. Leave of Absence	13
15. Bulletin Board	13
16. Bereavement Leave	14
17. Temporary Assignments	14
18. Holidays	15
19. Vacations	15
20. Sick/Personal Leave Benefits	16
21. Jury Service	17
22. Stewards	17
23. Physical Examinations	18
24. Union Security and Membership	18
25. Strikes and Lock-Outs	19
26. Health and Welfare	19
27. Re-Negotiations	20
28. Terms of Agreement	20
Appendix A	21

This Agreement entered into this 26th day of May 1999, by and between UNITED

INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the Federation of Police, Security and Correction Officers, (FOPSCO), Baltimore, Greenbelt and Hyattsville, MD – Local Chapter, Alexandria, VA – Local Chapter, Norfolk & Newport News, VA – Local Chapter, Columbia, SC – Local Chapter, Florence, SC – Local Chapter, Anderson, SC – Local Chapter (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 Federation of Police, Security and Correction Officers, (FOPSCO), Baltimore Local Chapter (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 Maryland, 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 an average of Twenty (20) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of Twenty (20) hours a week. Part-time employees are eligible for holiday pay, and Vacation leave benefits, and 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 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) calendar 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) calendar 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) calendar 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) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar 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) calendar 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) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;

- Fill the opening from other Employer Locations represented by the union and then 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 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.
- 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 Chapter 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 Chapter 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 Chapter 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 Chapter 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 Chapter 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 not 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 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 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 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.
- B. 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 Contract Manager (Site Captain).

(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 Captain 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 Captain 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.

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.

C. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House or Government Building where his employees are assigned. In the event that a closing occurs, employees will be excused and paid up to three days pay, per contract year.

D. Shift Differential:

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

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

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 in work areas.
- C. Employer has no say in the use of bulletin board.

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.

ARTICLE #18

HOLIDAYS

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	*Thanksgiving Day
Independence Day	Martin Luther King Jr. Birthday
Veterans Day	Memorial Day
Columbus Day	Washington's Birthday
*Christmas Day	Labor Day
Good Friday	Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive pro-rated holidays based on average hours worked.
- 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 assign to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- E. Part-time employees will receive holiday pay prorated based on average hours worked per week.

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 Ten years (10) and One (1) day shall receive four and a half (4 1/2) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. If an employee (Full/Part time) does not reach his/her anniversary date plus one (1) day they will not received vacation pay.
- J. The parties agree that the bargaining unit members currently entitled to more vacation leave than provided in this article will not lose their entitlement.

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, this benefit will be provided on October 1st. of each contract year, 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.
 - (2) Proof of disability or the Employer may require sickness after three 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.

(4) Sick/Personal leave shall ~~not~~ accrue from year to year. Employer ~~will~~ ^{May} cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days of each annual year, ^{At The Request} ~~OF The Employee.~~

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 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. However, permission to leave a workstation will not be reasonably denied. 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.

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President and Vice President will be

provided up to forty (40) hours of official time per contract year to attend union sponsored training programs.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, 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

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

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 the Union or established by any other labor organization or established by any other group, shall constitute a violation of-Section A of this Article.

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.

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

HEALTH AND WELFARE

- A. To be eligible for Health & Welfare an employee must be a regular employee and work a minimum average of twenty (20) hours per week.
- B. The employer shall provide an hourly benefit for health and welfare coverage in accordance with the agreed to terms and wage schedules negotiated within this agreement.
- C. ~~The Employer shall provide a yearly leather and shoe allowance of \$150.00 per employee after one year of service, effective Dec. 1, 2000. The payment is to be~~

~~paid to each employee in the first pay period of December of each contract year.~~ 

- D. Any successor contractor or the company on renewal of the 4th Circuit Contract shall maintain the above listed benefits.

ARTICLE #27

RE-NEGOTIATION

- A. It is mutually agreed upon that three (3) months prior to the annual anniversary of this contract, wages and benefits may be re-negotiated with the consent of both parties.

ARTICLE #28

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from April 1, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement.

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 on the 26th day of May 1999 and amended August 31, 1999.

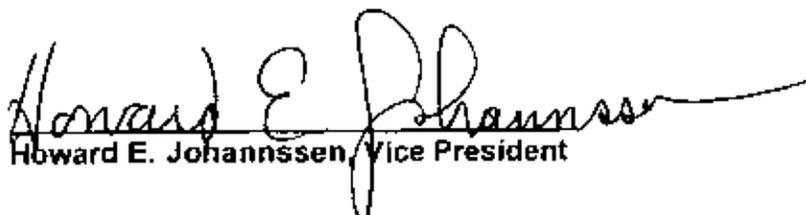
FOR

United International Investigative Services


William J. Guidice, CEO

FOR

Federation of Police, Security and Correction Officers, (FOPSCO)


Howard E. Johannssen, Vice President

APPENDIX "A"

Attached by work location and circuit.

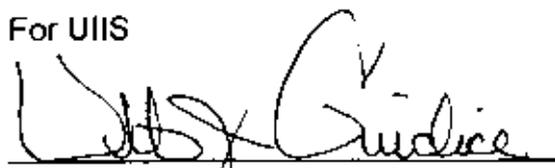
MEMORANDUM OF UNDERSTANDING

The Employer has proposed a change in payroll disbursement procedures. The changes will enable the employer to be more responsive, efficient and accountable in the future. The changes agreed to by the parties are as follows:

1. Union members will be regularly paid on the tenth (10th) and twenty ^{Six (26th)} ~~five (25th)~~ of every month.
2. Union members will be paid for all hours worked and/or covered paid time as established by the parties collective bargaining agreement.
3. When ever a payday falls on a Holiday that falls on a Saturday ~~or Sunday~~, Union members will be paid the Friday preceding the Holiday ^{or}.
4. When ever a payday falls on a Holiday during the work week, Union members will be paid the preceding day to the Holiday. ^{or}
5. When ever a payday falls on a Saturday, Union members will be paid the Friday preceding the Saturday.
6. When ever a payday falls on a Sunday, Union members will be paid the Monday following the Sunday.
- ~~7. The Employer will, within 120 days, establish a procedure to allow all union members to initiate a direct payroll deposit to a financial institution of their own choosing. ^{or}~~
8. The Employer will forward all union dues to FOPSCO - APSPA within five days after each pay period. In addition, the Employer will forward a computerized list of all union dues collected. The list will contain employees name, social security number, dues amount withheld, status (Part-Time or Full time) and hourly base rate of pay.

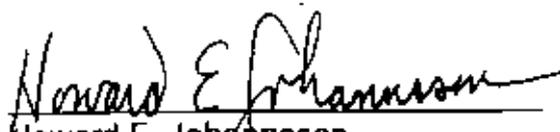
Dated: 09/01/99

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannsen
Vice President

Article 28 - Final Agreement - 8/17/99 Package on wages and other issues

Local Chapter	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
---------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------------------------

Baltimore, MD

CSO	\$16.77	\$18.03	\$19.38	\$20.83	
LCSO	\$18.52	\$19.78	\$21.13	\$22.58	
Senior LCSO	\$19.52	\$20.78	\$22.13	\$23.58	
Health & Welfare	\$1.65 1.63	\$1.93	\$2.02	\$2.10	
Pension	\$1.00	\$1.05	\$1.11	\$1.18	
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48	

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

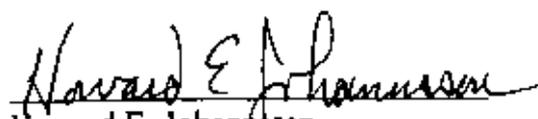
For UIIS



William J. Guidice
CEO

and

For FOPSCO/AFSPA



Howard E. Johannsen
Vice President

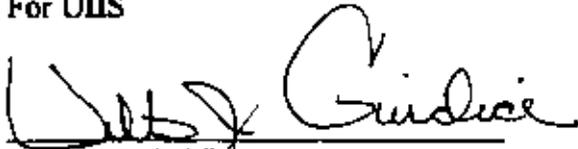
Article 28 -

Local Chapter	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
<u>Greenbelt and Hyattsville, MD</u>			
CSO	\$20.89	\$22.46	
LCSO	\$22.64	\$24.21	
Senior LCSO	\$23.64	\$25.21	
Health & Welfare	\$2.02	\$2.10	
Pension	\$1.11	\$1.18	
Uniform Allowance	\$0.46	\$0.48	

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

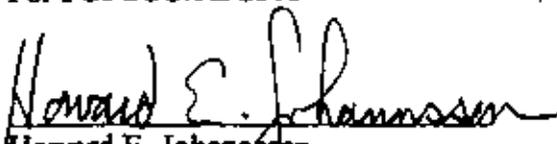
For UIIS



William J. Guidice
CEO

and

For FOPSCO/AFSPA



Howard E. Johannsen
Vice President

Article 28 - Final Agreement - of 17/99 Package on wages and other issues

Local Chapter	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
---------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------------------------

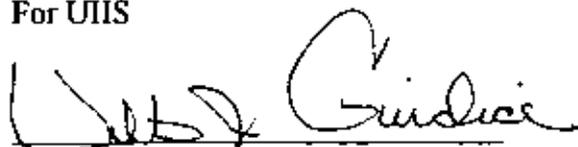
Alexandria, VA

CSO	\$18.07	\$19.43	\$20.89	\$22.46	
LCSO	\$19.82	\$21.18	\$22.64	\$24.21	
Senior LCSO	\$20.82	\$22.18	\$23.64	\$25.21	
Health & Welfare	\$1.63 ^{1.63}	\$1.93	\$2.02	\$2.10	
Pension	\$1.00	\$1.05	\$1.11	\$1.18	
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48	

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannsen
Vice President

Article 28 - Final Agreement - 6/17/99 Package on wages and other issues

Local Chapters	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
----------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------------------------

Norfolk, VA
Newport News, VA

CSO	\$13.72	\$14.75	\$15.86	\$17.05
LCSO	\$15.47	\$16.50	\$17.61	\$18.80
Senior LCSO	\$16.47	\$17.50	\$18.61	\$19.80
Health & Welfare	\$1.69 1.63	\$1.93	\$2.02	\$2.10
Pension	\$1.00	\$1.05	\$1.11	\$1.18
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

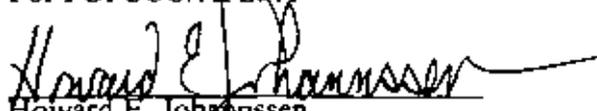
1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSRA


Howard E. Johannessen
Vice President

Article 28 - Final Agreement - 8/1/99 Package on wages and other issues

Local Chapters	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
----------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------------------------

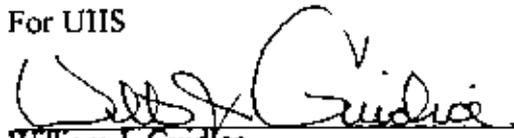
Columbia, SC
~~Florence, SC~~
Anderson, SC

CSO	\$14.16	\$15.22	\$16.36	\$17.59
LCSSO	\$15.91	\$16.97	\$18.11	\$19.34
Senior LCSSO	\$16.91	\$17.97	\$19.11	\$20.34
Health & Welfare	\$1.69 ^{1.63} \$1.63	\$1.93	\$2.02	\$2.10
Pension	\$1.00	\$1.05	\$1.11	\$1.18
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannessen
Vice President



UNITED INTERNATIONAL INVESTIGATIVE SERVICES

180 N. Riverview Drive, Suite 100
 Anaheim, California 92808 U.S.A.
 (714) 974-2111
 (714) 998-6502 Facsimile

James C. Wisener
 President
 jwisener@uiis.com

July 26, 2001

Sent via Facsimile
 (410) 269-4296

Mr. Howard E. Johannsen
 President, FOPSCO
 P.O. Box 127
 Friendship, MD 20758

Subject: Addendum to Collective Bargaining Agreement dated April 1, 1999 - September 30, 2003 between Federation of Police, Security and Correction Officers (FOPSCO/AFSPA) and United International Investigative Services, Inc. (UIIS)

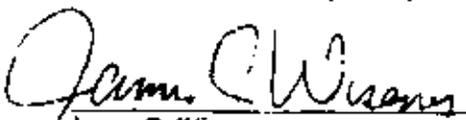
Dear Mr. Johannsen:

Pursuant to the collective bargaining negotiations between United International Investigative Services (UIIS) and the Federation of Police, Security and Correction Officers (FOPSCO/AFSPA), UIIS agrees to amend the current collective bargaining agreement as follows:

1. UIIS will switch from the current payroll cycle of semi-monthly to every two weeks (bi-weekly) as soon as practical. UIIS anticipates the switch of payroll cycles sometime after the year. FOPSCO/AFSPA agrees to change Article # 4, Sections "A" and "B" to read as follows:
 - A. "Full time employees are those employees who regularly work an average of thirty-two (32) hours or more a week".
 - B. "Employees working between twenty and thirty-two (20-32) hours are eligible for holiday pay, and vacation leave benefits, and all other benefits on a pro-rata basis to the hours they are regularly scheduled to work".
2. UIIS agrees to require employees wishing to participate in the 401-K, participate in the Union sponsored and/or provided 401-K plan only.

Mr. Johannsen, should there need to be any further discussions relative to the above, please phone me as soon as possible.

Executed on this 26th day of July 2001


 James C. Wisener
 President, UIIS

JCW/jgs


 Howard Johannsen
 President, FOPSCO



Federation of Police, Security and Correction Officers - AFSPA

July 30, 2001

Via: Telefax and USPS Priority Mail

Mrs. Kathleen Guidice, CEO
United International Investigative Services, Inc.
180 North Riverview Drive
Suite 100
Anaheim, CA 92808

Howard E. Johannssen
President

Mary Jo Maneri
Secretary/Treasurer

Henry Schickling
Business Manager

Manchester Brooks, Jr.
1st Vice President

Jim Jones
2nd Vice President

Re: Greenbelt and Hyattsville, MD Agreement
Via: Fax & US Priority Mail

Dear Mrs. Guidice:

This letter will serve as our agreement that the Greenbelt and Hyattsville, MD Court Security Officers for the USMS Fourth Circuit are included and covered by the existing CBA as per Article #1. We further agree that the existing wages and benefits will continue until midnight (11:59 pm) September 30, 2001. Effective October 1, 2001, wages and benefits will be adjusted to equal the same wages and benefits paid to other CSO's covered by the current CBA working within the same DOL Wage Determination Area. It is our understanding that the CSO's working in the Federal Court House in Alexandria, VA are in the same DOL Wage Determination Area.

In closing, we are pleased to conclude our negotiations to reflect a circuit wide agreement that treats everyone fairly and equally. Please sign and return a copy of this agreement for our files.

Sincerely,


Howard E. Johannssen
President

Headquarters:
71 East Cherry Street
Rahway, NJ 07065
732-388-3323
732-388-5620 Fax
My-Union@fopsco-afspa.org

Office of the President:
P.O. Box 23
Friendship, MD 20758
afUnionHelp@aatt.net
afPres@fopsco-afspa.org

WWW.fopsco-afspa.org

Agreed upon for UIIS:


Kathleen Guidice
CEO

cc: Alexandria Local Chapter, President
S. Kalban, Esquire
File

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.: 1999-0344
Revision No.: 1
Date of Last Revision: 05/24/2000

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

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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

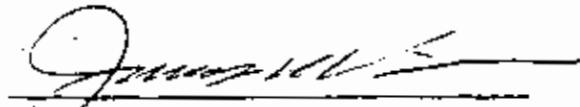
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

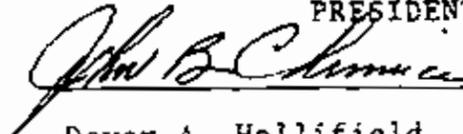
United International Investigative Services



International Union, United Government
Security Officers of America

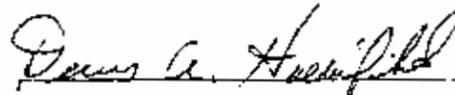


Local #94, United Government Security
Officers of America John B. Chinnici
PRESIDENT Local #94

 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>Greenville</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

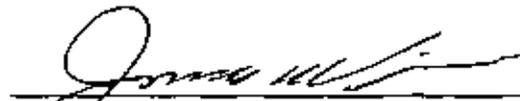
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate

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

United International Investigative Services

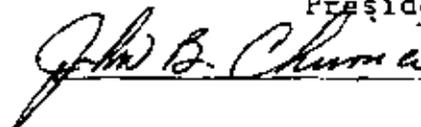


International Union, United Government Security Officers of America



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.)

Sep-30-99 04:47P UGSOA

P.O

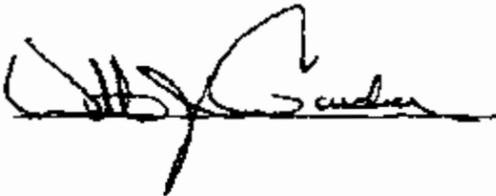
10701 4 83

LETTER OF UNDERSTANDING

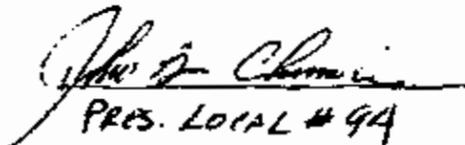
Clarification of Personal/Sick Leave:

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.

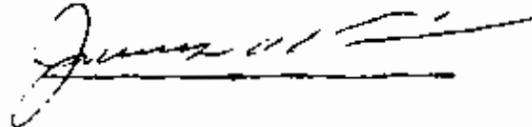
United International Investigative Services



International Union, United
Government Security Officers of
America



John J. Chinnici
PRES. LOCAL # 94



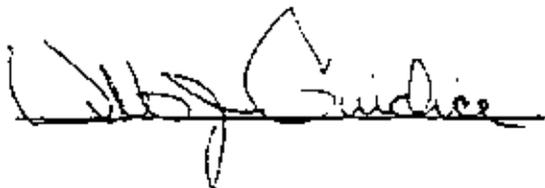
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

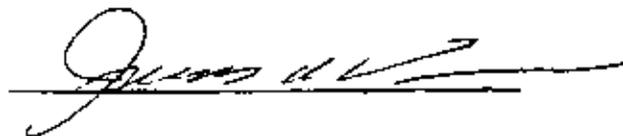
SHIFT BIDDING:

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.

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

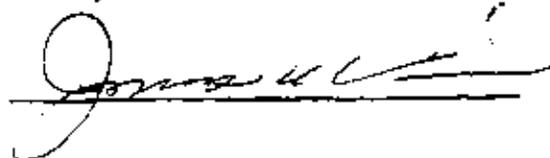
Clarification of Pension Payment:

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



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

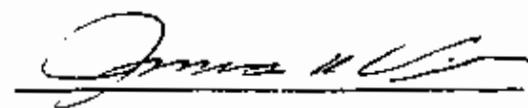
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



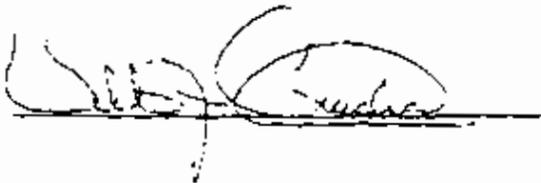
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

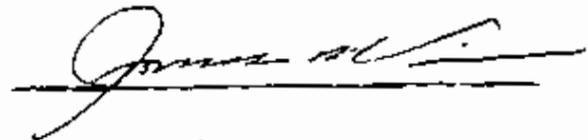
REST PERIODS:

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. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

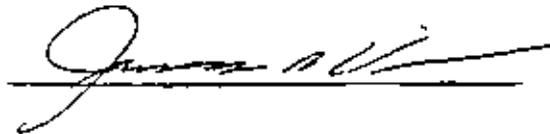
ADDENDUM to APPENDIX A:

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. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

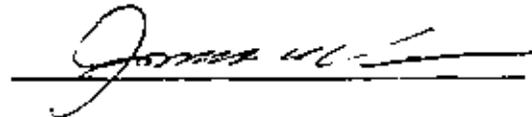
ADDENDUM to ARTICLE 23 -- PHYSICAL EXAMINATIONS:

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

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

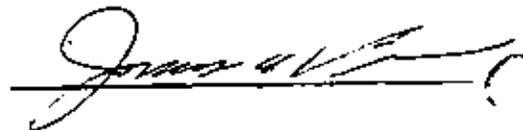
Clarification of Health and Welfare for Appendix A (d):

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. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

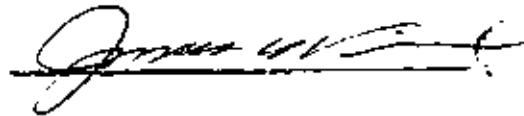
Terminating Employees:

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.

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



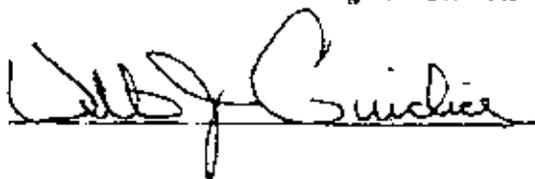
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

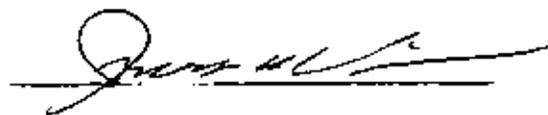
Hours of Work and Overtime - Work Week:

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.

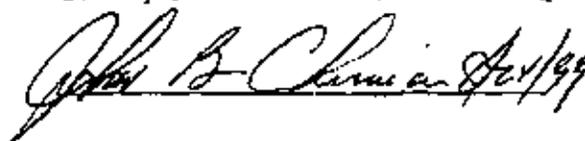
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

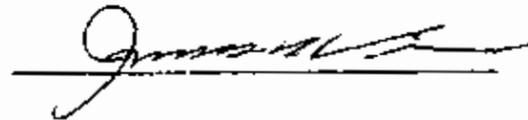
Discipline - Grounds for Dismissal:

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

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 94, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

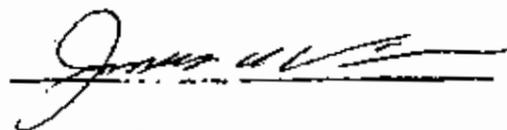
Vacation Increments:

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

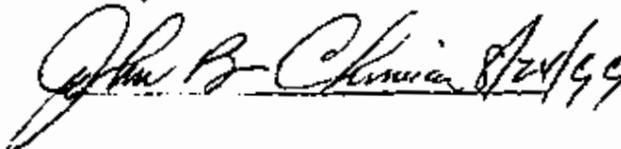
United International Investigative Services



International Union, United Government
Security Officers of America

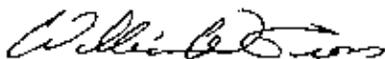


Local NO. 94, United Government
Security Officers of America



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

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs ..	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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

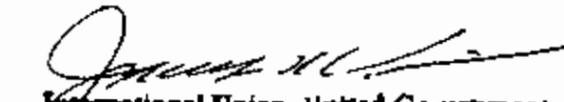
THIS AGREEMENT shall remain in full force and effect from April 27, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change modify, or terminate this Agreement by mailing written notice of its intent to terminate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

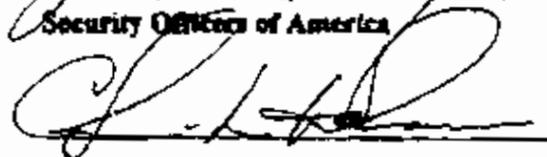
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

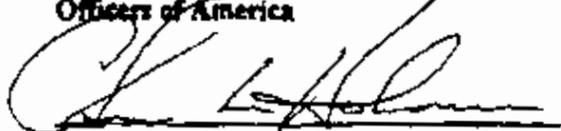
United International Investigative Services




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:

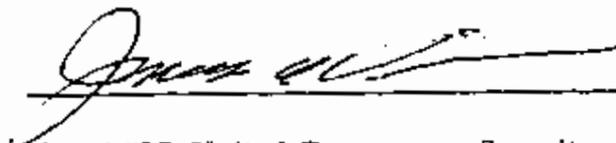
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

United International Investigative Services

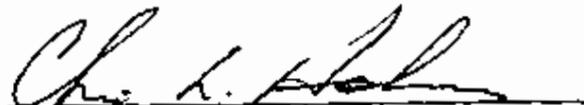


International Union, United Government
Security Officers of America



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:

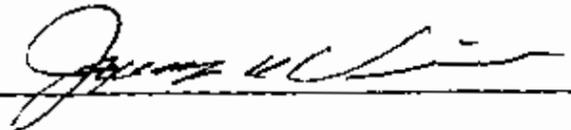
Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

United International Investigative Services

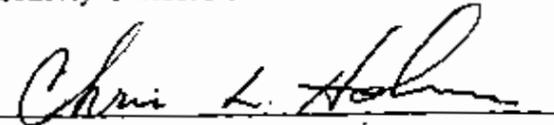


07-29-99

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:

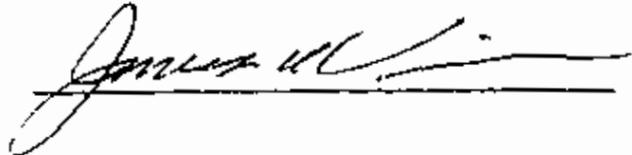
Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

United International Investigative Services

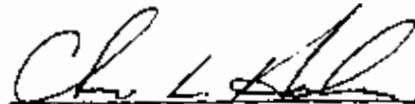


07-29-99

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:

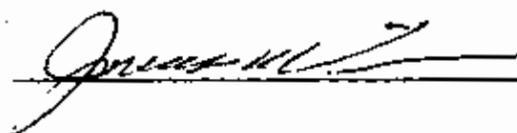
The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

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.

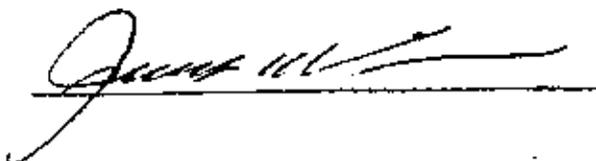
ADDENDUM to APPENDIX A:

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

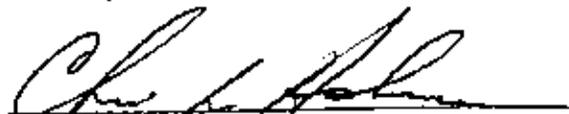


International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America

07-29-99



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

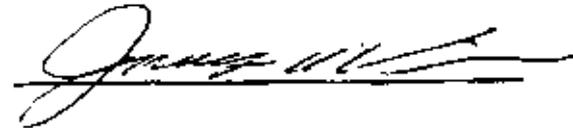
REST PERIODS:

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.

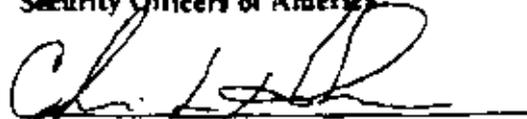
United International Investigative Services



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.

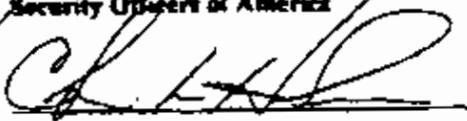
Clarification of Health and Welfare for Appendix A (d):

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

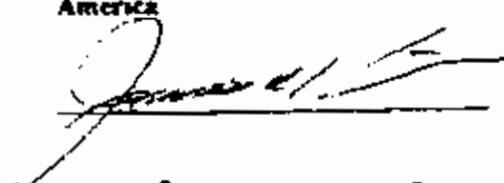
Clarification of Personal/Sick Leave in lieu of Payday changes:

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

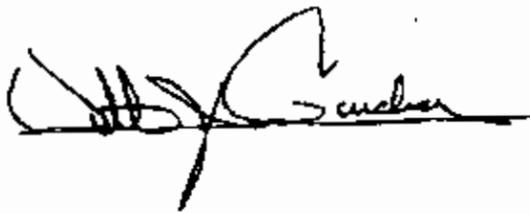
EO # 12101

LETTER OF UNDERSTANDING

Clarification of Personal/Sick Leave:

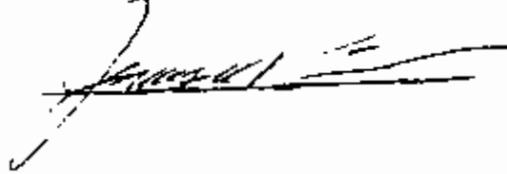
The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

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

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 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 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:

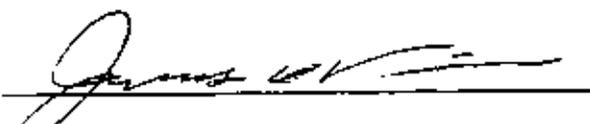
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

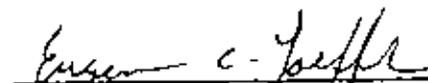
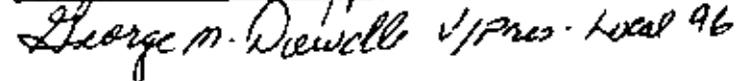
United International Investigative Services



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



**Local #96, United Government Security
Officers of America**

 PRES. LOCAL 9
 V/PRES. LOCAL 96

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

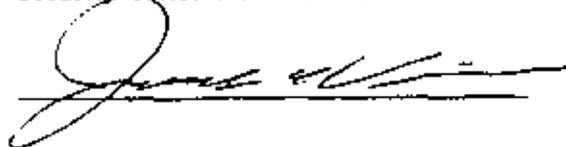
SHIFT BIDDING:

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.

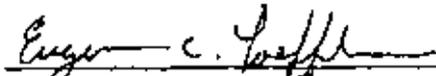
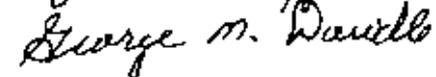
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 96, United Government
Security Officers of America

 PRESIDENT
 v/pres

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

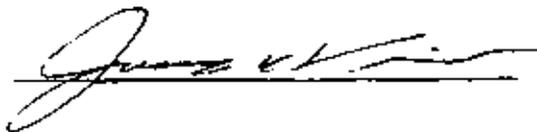
Clarification of Pension Payment:

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.

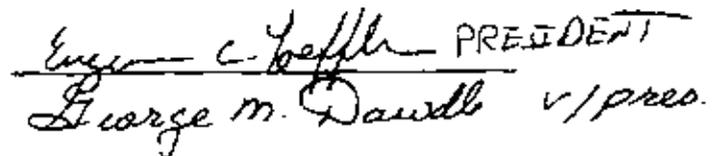
United International Investigative Services



International Union, United Government
Security Officers of America



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:

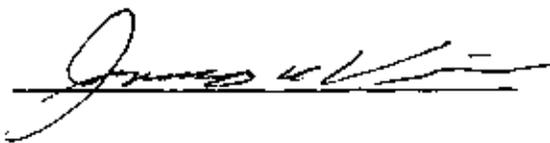
Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

United International Investigative Services

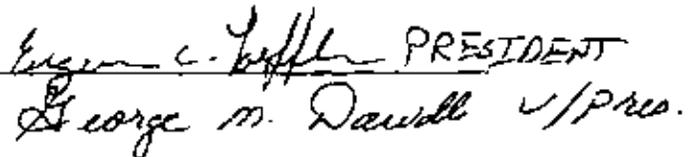


W.H. Guidice

International Union, United Government
Security Officers of America



Local NO. 96, United Government
Security Officers of America



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

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

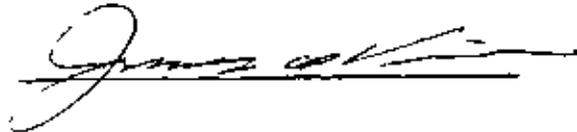
ADDENDUM to APPENDIX A:

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

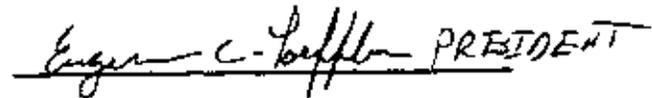
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 96 United Government
Security Officers of America



Eugene C. Luffler PRESIDENT

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

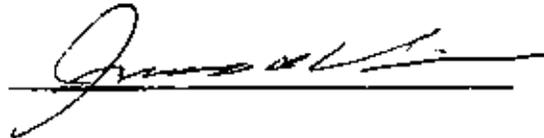
ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

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

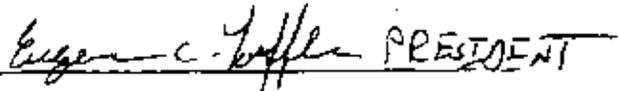
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 96, United Government
Security Officers of America



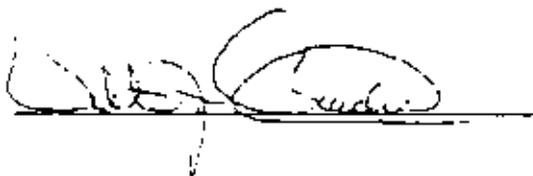
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

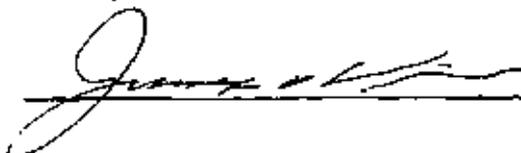
REST PERIODS:

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.

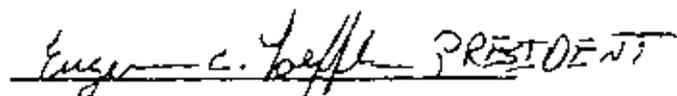
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 96, United Government
Security Officers of America



Eugene C. Jeff PRESIDENT

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

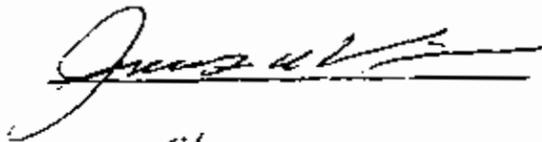
Clarification of Health and Welfare for Appendix A (d):

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

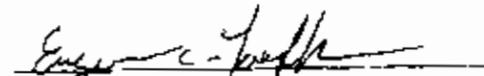
United International Investigative Services



International Union, United Government
Security Officers of America



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

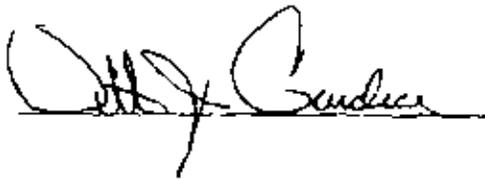
- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. 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

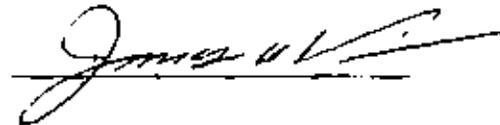
Clarification of Personal/Sick Leave in lieu of Payday changes:

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

Sep-30-99 04:51P UGSL

P.02

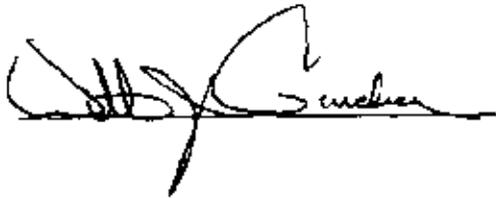
50 d 7201

LETTER OF UNDERSTANDING

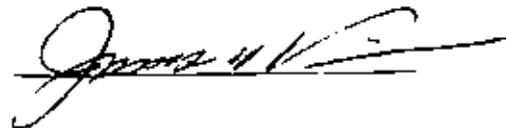
Clarification of Personal/Sick Leave:

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

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 will 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

United International Investigative Services

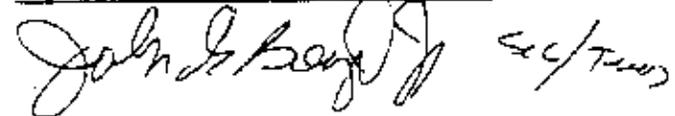


International Union, United Government
Security Officers of America


JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local #90, United Government Security
Officers of America



 cc/TW

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

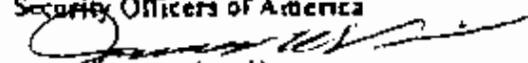
SHIFT BIDDING:

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.

United International Investigative Services

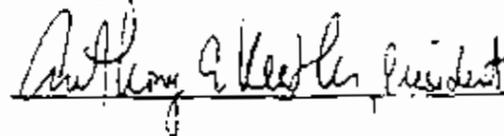


International Union, United Government
Security Officers of America



JAMES A. VISSAR
IGSOA INTERNATIONAL
PRESIDENT

Local NO. 40, United Government
Security Officers of America



Anthony G. Keeler, President



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

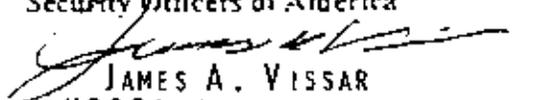
Clarification of Pension Payment:

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.

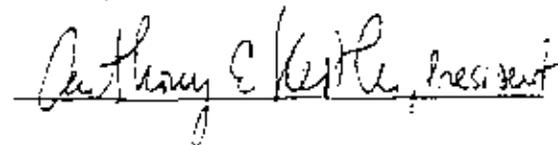
United International Investigative Services



International Union, United Government
Security Officers of America


JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO 40, United Government
Security Officers of America





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

Robert J. Giudice

International Union, United Government
Security Officers of America

James A. Vissar

JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO. 90, United Government
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.)

United International Investigative Services



International Union, United Government
Security Officers of America


JAMES A. VISSAR
IUGSOA INTERNATIONAL
PRESIDENT

Local NO. 90, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

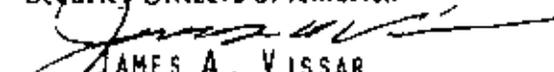
ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

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

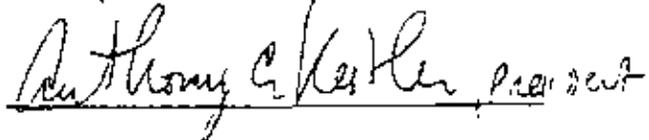
United International Investigative Services



International Union, United Government
Security Officers of America


JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO. 90, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side bar to the Collective Bargaining Agreement

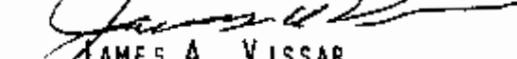
ADDENDUM to ARTICLE 18 - HOLIDAYS

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

United International Investigative Services

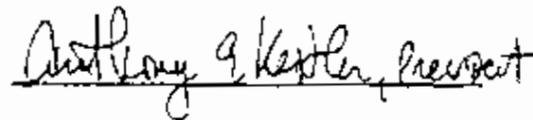


International Union, United Government
Security Officers of America



JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO. 50 United Government Security
Officers of America



LETTER OF UNDERSTANDING

Side bar to the Collective Bargaining Agreement.

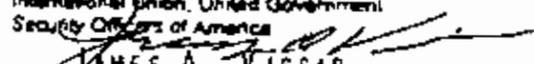
ADDENDUM to ARTICLE 3 - APPOINTMENT OF LEAD CSO

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.

United International Investigators Services



International Union, United Government
Security Officers of America



JAMES A. VISSAR
UGSDA INTERNATIONAL
PRESIDENT

Local NO. 80 United Government Security
Officers of America



Anthony E. Kestler, President

LETTER OF UNDERSTANDING

Side bar to the Collective Bargaining Agreement.

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.

United International Investigative Services

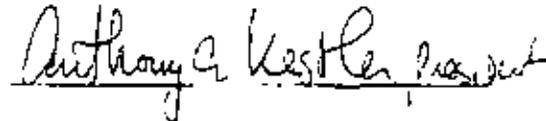


International Union, United Government
Security Officers of America



JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO. 80 United Government Security
Officers of America



Anthony A. Kestler, President

LETTER OF UNDERSTANDING

Side bar to the Collective Bargaining Agreement.

CHANGES to ARTICLE 20 - SICK/PERSONAL LEAVE BENEFITS

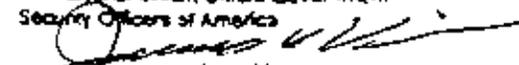
A. (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will 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

United International Investigators Services

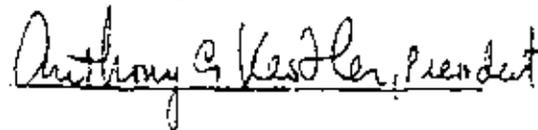


International Union, United Government
Security Officers of America



JAMES A. VISSAR
~~UGSOA INTERNATIONAL~~
PRESIDENT

Local NO. 80 United Government Security
Officers of America



Anthony G. Kestler, President

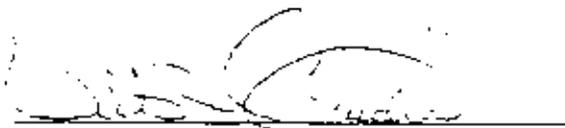
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

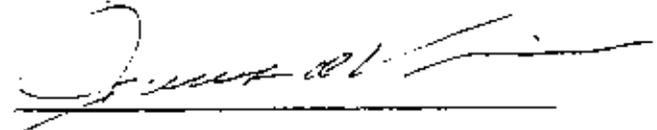
REST PERIODS:

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.

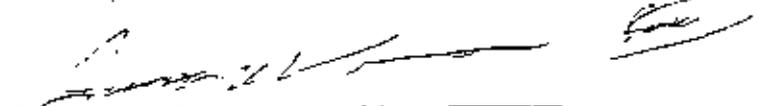
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 90, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

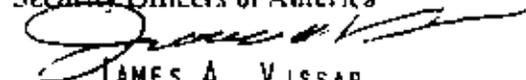
Clarification of Health and Welfare for Appendix A (d):

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

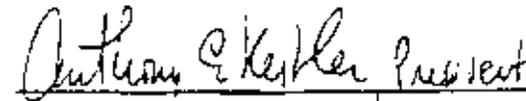
United International Investigative Services



International Union, United Government
Security Officers of America


JAMES A. VISSAR
UGSOA INTERNATIONAL
PRESIDENT

Local NO. 90, 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.)

2018 7201

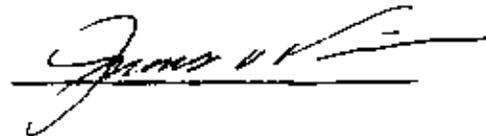
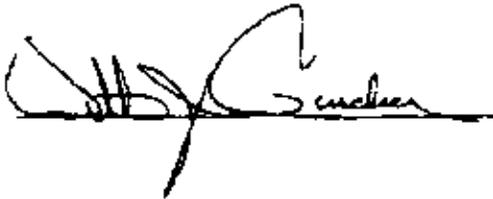
LETTER OF UNDERSTANDING

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**

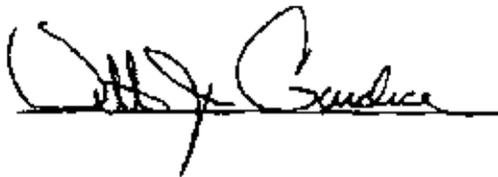


LETTER OF UNDERSTANDING

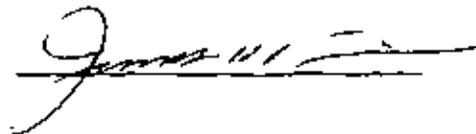
Clarification of Personal/Sick Leave in lieu of Payday changes:

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**



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.: 1999-0346
Revision No.: 1
Date of Last Revision: 05/24/2000

State: South Carolina

Area: South Carolina Counties of Aiken, Greenville, Spartanburg

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 116 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 #116, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>		<u>Page</u>	
18. Holidays		13	
<u>19. Vacations</u>		14	
20. Sick/Personal Leave Benefits		15	
21. Jury Service		16	
22. Stewards		16	
23. Physical Examinations		17	
24. Union Security and Membership		17	
25. Strikes and Lock-Outs		18	—
26. Re-negotiations		18	
27. Terms of Agreement		19	
Appendix A		20	

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 #116, (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 #116, 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 South 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 South 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 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 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 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.
- 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 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 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.

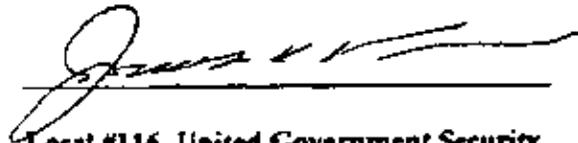
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

United International Investigative Services



International Union, United Government
Security Officers of America



Local #116, 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 South Carolina, South Carolina District, Local #116:

a. Base Wages

(1) Effective October 1, 1999

	<u>Aiken</u>	<u>Greenville</u>	<u>Spartanburg</u>
(a) Court Security Officers:	\$13.72 pr hr	\$13.72 pr hr	\$13.72 pr hr
(b) Lead Court Security Officer	\$15.47 pr hr	\$15.47 pr hr	\$15.47 pr hr
(c) Senior LCSO:	\$16.47 pr hr	\$16.47 pr hr	\$16.47 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>Aiken</u>	<u>Greenville</u>	<u>Spartanburg</u>
(a) Court Security Officers:	\$14.30 pr hr	\$14.30 pr hr	\$14.30 pr hr
(b) Lead Court Security Officer	\$16.05 pr hr	\$16.05 pr hr	\$16.05 pr hr
(c) Senior LCSO:	\$17.05 pr hr	\$17.05 pr hr	\$17.05 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>Aiken</u>	<u>Greenville</u>	<u>Spartanburg</u>
(a) Court Security Officers:	\$14.90 pr hr	\$14.90 pr hr	\$14.90 pr hr
(b) Lead Court Security Officer	\$16.65 pr hr	\$16.65 pr hr	\$16.65 pr hr
(c) Senior LCSO	\$17.65 pr hr	\$17.65 pr hr	\$17.65 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>Aiken</u>	<u>Greenville</u>	<u>Spartanburg</u>
(a) Court Security Officers:	\$15.53 pr hr	\$15.53 pr hr	\$15.53 pr hr
(b) Lead Court Security Officer:	\$17.28 pr hr	\$17.28 pr hr	\$17.28 pr hr
(c) Senior LCSO:	\$18.28 pr hr	\$18.28 pr hr	\$18.28 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

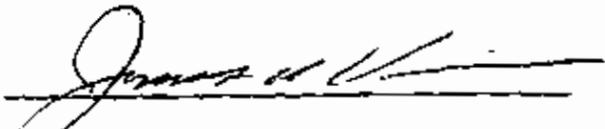
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

United International Investigative Services



International Union, United Government Security Officers of America



Local #116, United Government Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

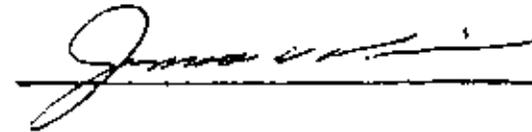
SHIFT BIDDING:

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.

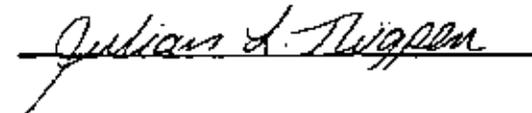
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 11a United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

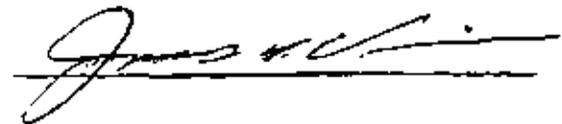
Clarification of Pension Payment:

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



International Union, United Government
Security Officers of America



Local NO. 116 United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

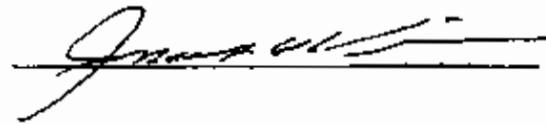
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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.

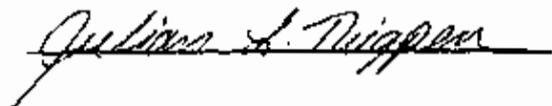
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 116 United Government
Security Officers of America



LETTER OF UNDERSTANDING

= Side Bar to the Collective Bargaining Agreement.

ADDENDUM to APPENDIX A:

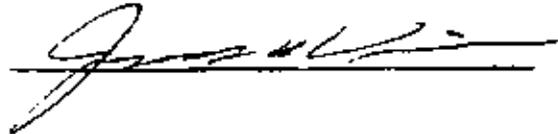
The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

United International Investigative Services



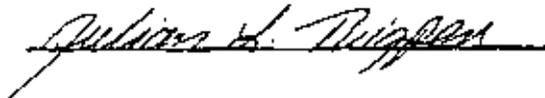
A handwritten signature in black ink, appearing to read 'W. G. Guido', is written over a horizontal line.

International Union, United Government
Security Officers of America



A handwritten signature in black ink is written over a horizontal line.

Local NO. 116, United Government
Security Officers of America



A handwritten signature in black ink is written over a horizontal line.

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

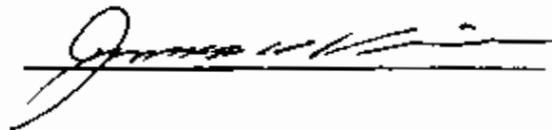
ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

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

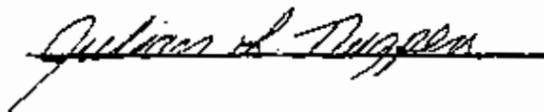
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 116 United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

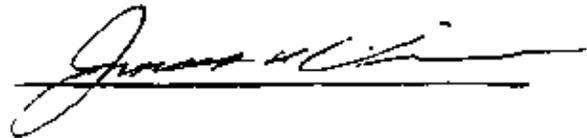
REST PERIODS:

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.

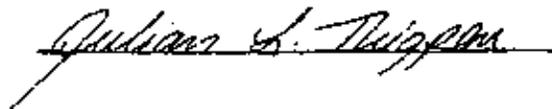
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 116, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

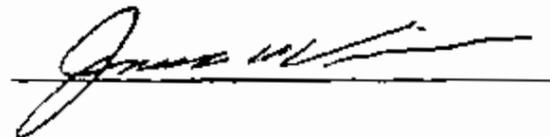
Clarification of Health and Welfare for Appendix A (d):

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

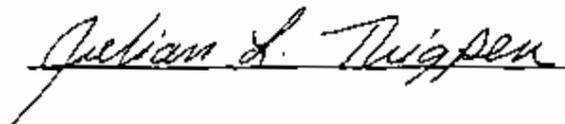
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 116, 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

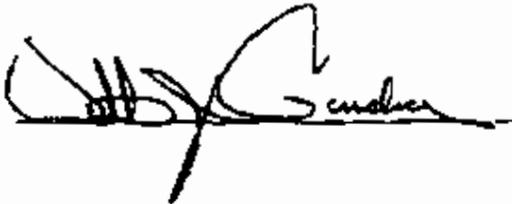
- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. 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

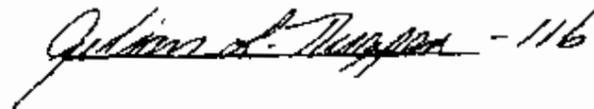
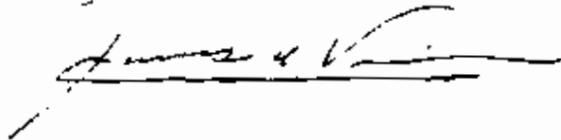
Clarification of Personal/Sick Leave:

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**



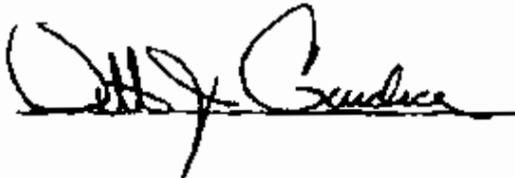
LETTER OF UNDERSTANDING

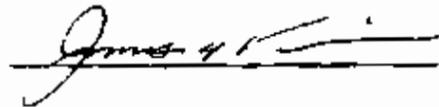
Clarification of Personal/Sick Leave in lieu of Payday changes:

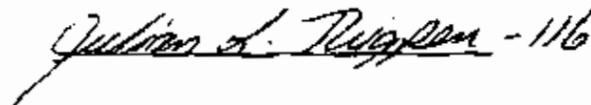
The employee may take personal/sick time in the time increments that follow in the table that is in the agreement as of October 1, 1999; this change is in lieu of the change of pay periods.

United International Investigative Services

International Union, United
Government Security Officers of
America







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.: 1999-0348
Revision No.: 1
Date of Last Revision: 05/24/2000

State: South Carolina

Area: South Carolina Counties of Beaufort, Charleston, Florence

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 97 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 #97, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 #97, (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 #97, 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 South 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 Southern South 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 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 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 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.
- 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 worked, (full-time employee 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

- 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

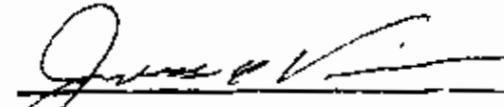
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

Executed this 27th day of April 1999.

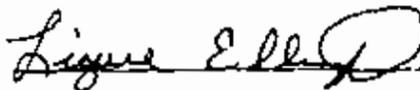
United International Investigative Services



International Union, United Government
Security Officers of America



Local #97, United Government Security
Officers of America

 - PRES

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 South Carolina, Southern South Carolina District, Local #97:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Florence</u>	<u>Charleston</u>	<u>Beaufort</u>
(a) Court Security Officers:	\$13.72 pr hr	\$13.72 pr hr	\$13.72 pr hr
(b) Lead Court Security Officer:	\$15.47 pr hr	\$15.47 pr hr	\$15.47 pr hr
(c) Senior LCSO:	\$16.47 pr hr	\$16.47 pr hr	\$16.47 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>Florence</u>	<u>Charleston</u>	<u>Beaufort</u>
(a) Court Security Officers:	\$14.30 pr hr	\$14.30 pr hr	\$14.30 pr hr
(b) Lead Court Security Officer:	\$16.05 pr hr	\$16.05 pr hr	\$16.05 pr hr
(c) Senior LCSO:	\$17.05 pr hr	\$17.05 pr hr	\$17.05 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>Florence</u>	<u>Charleston</u>	<u>Beaufort</u>
(a) Court Security Officers:	\$14.90 pr hr	\$14.90 pr hr	\$14.90 pr hr
(b) Lead Court Security Officer:	\$16.65 pr hr	\$16.65 pr hr	\$16.65 pr hr
(c) Senior LCSO:	\$17.65 pr hr	\$17.65 pr hr	\$17.65 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, 2001:

	<u>Florence</u>	<u>Charleston</u>	<u>Beaufort</u>
(a) Court Security Officers:	\$15.53 pr hr	\$15.53 pr hr	\$15.53 pr hr
(b) Lead Court Security Officer:	\$17.28 pr hr	\$17.28 pr hr	\$17.28 pr hr
(c) Senior LCSO:	\$18.28 pr hr	\$18.28 pr hr	\$18.28 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.

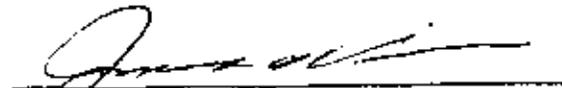
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

United International Investigative Services



International Union, United Government
Security Officers of America



Local #97, United Government Security
Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

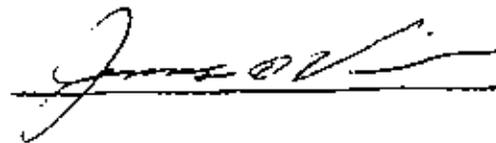
SHIFT BIDDING:

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.

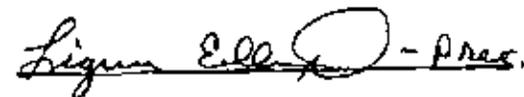
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 92, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

Clarification of Pension Payment:

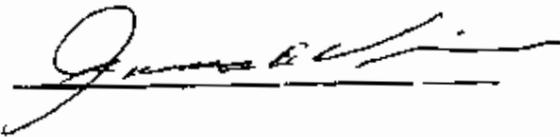
Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

United International Investigative Services



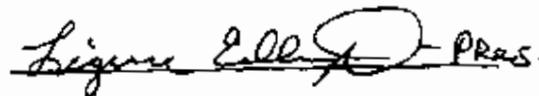
Walter C. Cindice

International Union, United Government
Security Officers of America



James A. [unclear]

Local NO. 97, United Government
Security Officers of America



Eugene E. [unclear] PRAS.

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

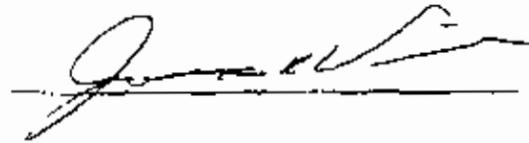
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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



International Union, United Government
Security Officers of America



Local NO. 77, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

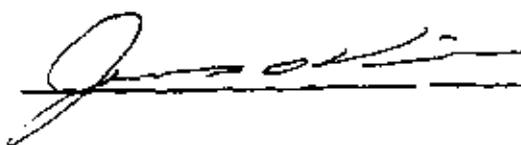
ADDENDUM to APPENDIX A:

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

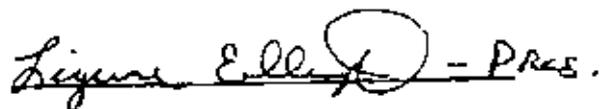
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 97, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

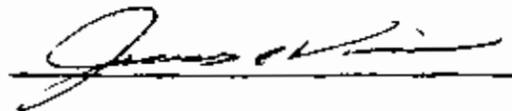
ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

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

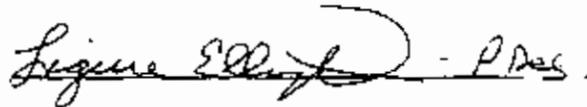
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 97, United Government
Security Officers of America.



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

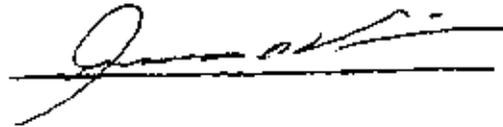
REST PERIODS:

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.

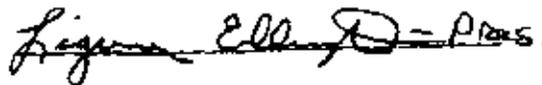
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 97, United Government
Security Officers of America



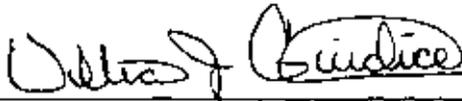
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

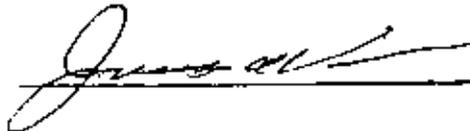
Clarification of Health and Welfare for Appendix A (d):

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

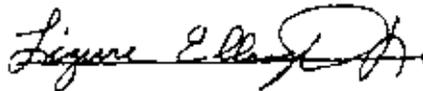
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 77, United Government
Security Officers of America

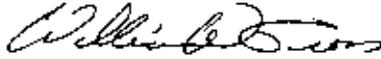


Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1 – 31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
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.)

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.: 1999-0359
Revision No.: 1
Date of Last Revision: 05/24/2000

State: Virginia

Area: Virginia County of Richmond

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 84 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 #84, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 #84, (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 #84, 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 Virginia, 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 Richmond 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

- I. 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 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 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 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-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.
- 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.

- I 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
- C 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 #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.

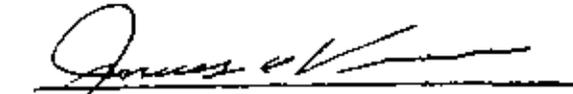
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

United International Investigative Services



International Union, United Government
Security Officers of America



Local #84, United Government Security
Officers of America



Witness:

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

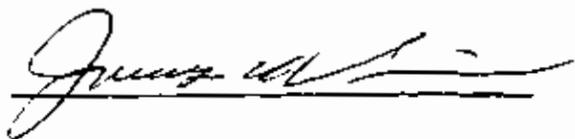
SHIFT BIDDING:

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.

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 24, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

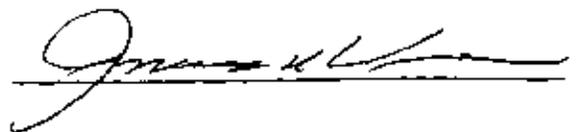
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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



International Union, United Government
Security Officers of America



Local NO. 84, United Government
Security Officers of America



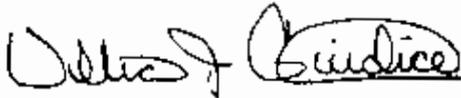
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

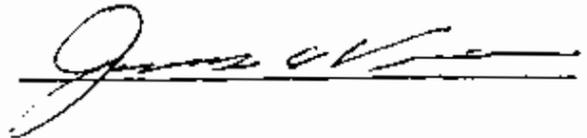
ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

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

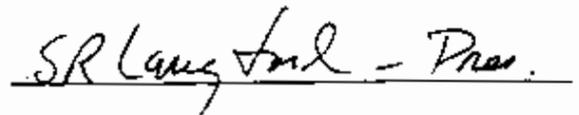
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 84, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

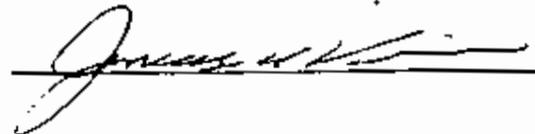
ADDENDUM to APPENDIX A:

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

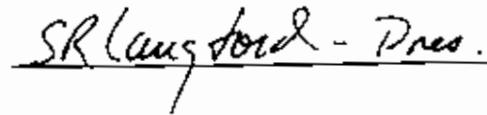
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 84, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

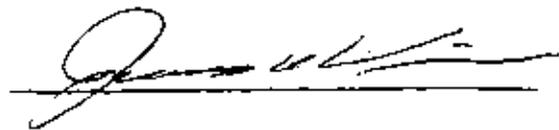
REST PERIODS:

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.

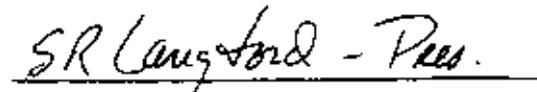
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 84, 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 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 (24 hours) 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

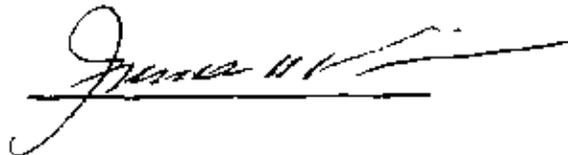
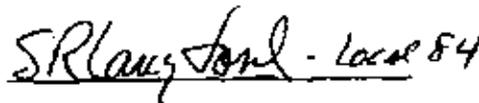
Clarification of Personal/Sick Leave in lieu of Payday changes:

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**



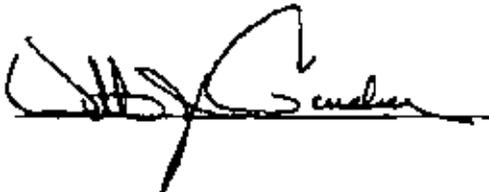
TOTAL P.03

LETTER OF UNDERSTANDING

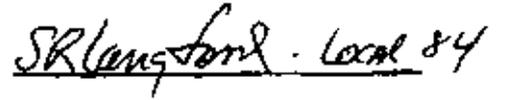
Clarification of Personal/Sick Leave:

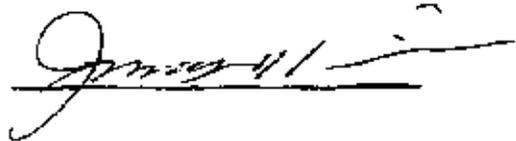
The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

United International Investigative Services



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





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 Virginia, Richmond District, Local #84:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Richmond</u>
(a) Court Security Officers:	\$14.73 pr hr
(b) Lead Court Security Officer:	\$16.48 pr hr
(c) Senior LCSO:	\$17.48 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>Richmond</u>
(a) Court Security Officers:	\$15.35 pr hr
(b) Lead Court Security Officer:	\$17.10 pr hr
(c) Senior LCSO:	\$18.10 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>Richmond</u>
(a) Court Security Officers:	\$15.99 pr hr
(b) Lead Court Security Officer:	\$17.74 pr hr
(c) Senior LCSO:	\$18.74 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>Richmond</u>
(a) Court Security Officers:	\$16.66 pr hr
(b) Lead Court Security Officer:	\$18.41 pr hr
(c) Senior LCSO:	\$19.41 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:

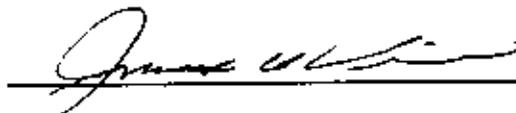
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the Company Health Plan

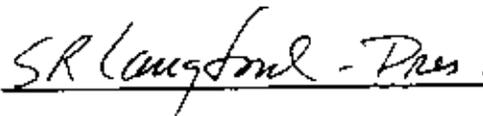
United International Investigative Services



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



**Local #84, United Government Security
Officers of America**



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

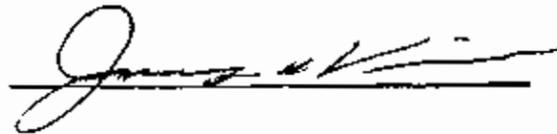
Clarification of Health and Welfare for Appendix A (d):

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

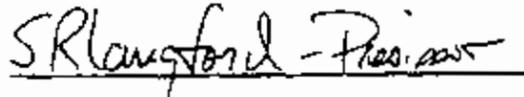
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 84, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

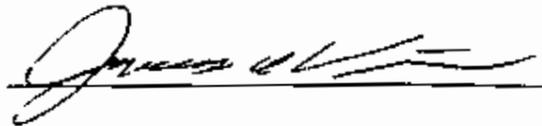
Clarification of Pension Payment:

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.

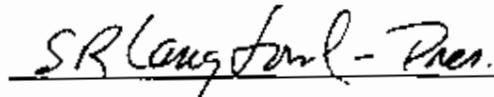
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 84, 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.: 2000-0256
Revision No.: 1
Date of Last Revision: 10/24/2000

State: Virginia

Area: Virginia Counties of Bedford, Rockingham

Employed on contract for Court Security Officer services
for the 4th Circuit:

Collective Bargaining Agreement between United International INvestigative Services, Inc. and the
International Union, United Government Security Officers of America (UGSOA), Local #88 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).

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.: 1999-0354
Revision No.: 1
Date of Last Revision: 05/24/2000

State: Virginia

Area: Virginia Counties of Charlottesville, Harrisonburg, Lynchburg, Pittsylvania, Roanoke, Washington, Wise

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 88 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 #88, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 #88, (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 #88, 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 Virginia, 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 Virginia 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 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	*Thanksgiving Day
Independence Day	Martin Luther King Jr. Birthday
Veterans Day	Memorial Day
Columbus Day	Washington's Birthday
*Christmas Day	Labor Day
Good Friday	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.

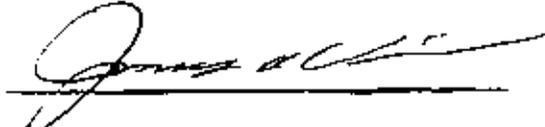
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

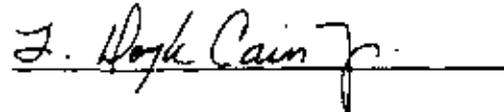
United International Investigative Services



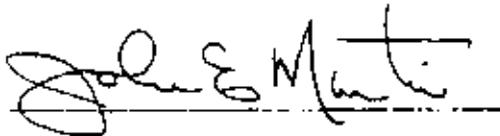
International Union, United Government
Security Officers of America



Local #33, 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 Virginia, Western Virginia District, Local #88:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Danville</u> <u>Big Stone Gap</u> <u>Abingdon</u>			
	<u>Harrisonburg</u>	<u>Roanoke</u>	<u>Charlottesville</u>	<u>Lynchburg</u>
(a) Court Security Officers:	\$14.46 pr hr	\$13.34 pr hr	\$14.38 pr hr	\$13.34 pr hr
(b) Lead Court Security Officer:	\$16.21 pr hr	\$15.09 pr hr	\$16.13 pr hr	\$15.09 pr hr
(c) Senior LCSO:	\$17.21 pr hr	\$16.09 pr hr	\$17.13 pr hr	\$16.09 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>Danville</u> <u>Big Stone Gap</u> <u>Abingdon</u>			
	<u>Harrisonburg</u>	<u>Roanoke</u>	<u>Charlottesville</u>	<u>Lynchburg</u>
(a) Court Security Officers:	\$15.07 pr hr	\$13.90 pr hr	\$14.98 pr hr	\$13.90 pr hr
(b) Lead Court Security Officer:	\$16.82 pr hr	\$15.65 pr hr	\$16.73 pr hr	\$15.65 pr hr
(c) Senior LCSO:	\$17.82 pr hr	\$16.65 pr hr	\$17.73 pr hr	\$16.65 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>Danville</u> <u>Big Stone Gap</u> <u>Abingdon</u>			
	<u>Harrisonburg</u>	<u>Roanoke</u>	<u>Charlottesville</u>	<u>Lynchburg</u>
(a) Court Security Officers:	\$15.70 pr hr	\$14.48 pr hr	\$15.61 pr hr	\$14.48 pr hr
(b) Lead Court Security Officer:	\$17.45 pr hr	\$16.23 pr hr	\$17.36 pr hr	\$16.23 pr hr
(c) Senior LCSO:	\$18.45 pr hr	\$17.23 pr hr	\$18.36 pr hr	\$17.23 pr hr

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(3) Effective October 1, 2001 (continued):

- (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

(4) Effective October 1, 2002:

	<u>Harrisonburg</u>	<u>Rosnoke</u>	<u>Charlottesville</u>	<u>Danville</u> <u>Big Stone Gap</u> <u>Abingdon</u>
(a) Court Security Officers:	\$16.36 pr hr	\$15.09 pr hr	\$16.27 pr hr	\$15.09 pr hr
(b) Lead Court Security Officer:	\$18.11 pr hr	\$16.84 pr hr	\$18.02 pr hr	\$16.84 pr hr
(c) Senior LCSO:	\$19.11 pr hr	\$17.84 pr hr	\$19.02 pr hr	\$17.84 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:

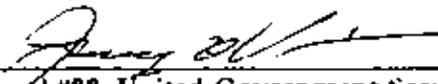
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

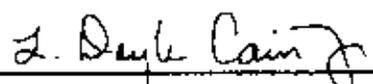
*Employees can choose to join the Company Health Plan

United International Investigative Services



International Union, United Government Security Officers of America



 Local #88, United Government Security Officers of America


LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

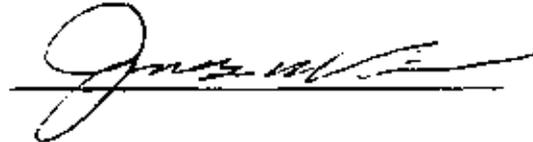
SHIFT BIDDING:

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.

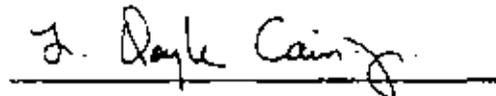
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

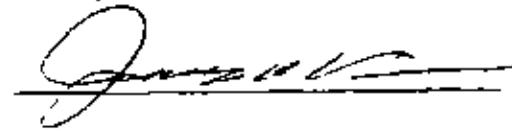
Clarification of Pension Payment:

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.

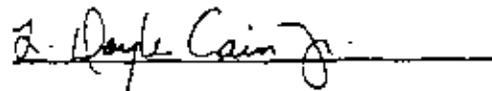
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

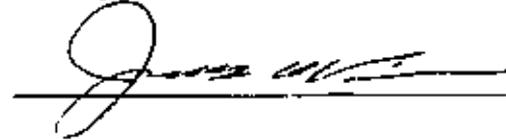
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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.

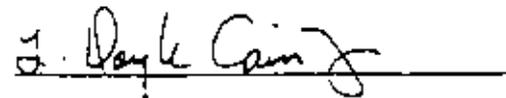
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

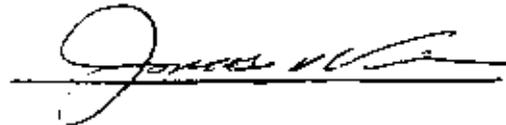
ADDENDUM to APPENDIX A:

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

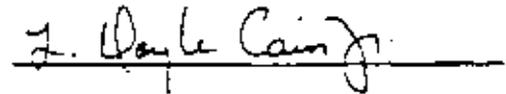
United (International) Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

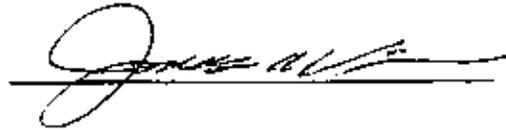
ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

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

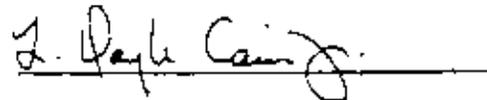
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

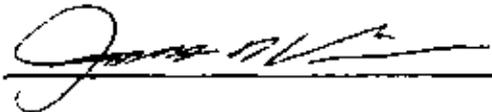
REST PERIODS:

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.

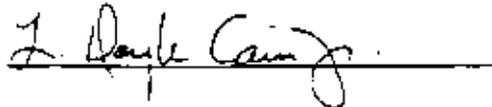
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America

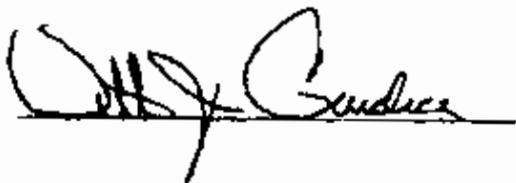


LETTER OF UNDERSTANDING

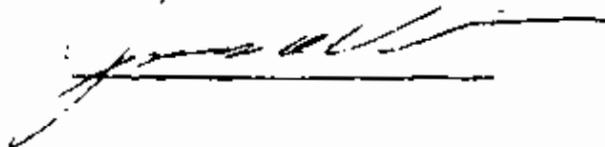
Clarification of Personal/Sick Leave in lieu of Payda, changes:

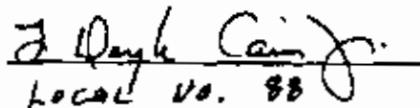
The employee may take personal/sick time in the time increments that follow in the table that is in the agreement as of October 1, 1999; this change is in lieu of the change of pay periods.

United International Investigative Services



International Union, United
Government Security Officers of
America




LOCAL NO. 88

10/12/99 10:56:00 AM
P.02/03

540 B57 2032 TO B3036508510

OCT 12 '99 14:23 FR USM R04NDRE 04

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

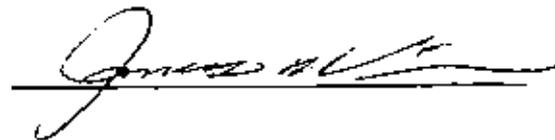
Clarification of Health and Welfare for Appendix A (d):

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

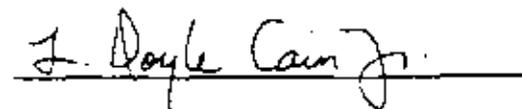
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 88, United Government
Security Officers of America

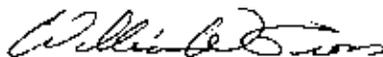


Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1 – 31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
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.)

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.: 1999-0360
Revision No.: 2
Date of Last Revision: 09/01/2000

State: West Virginia

Area: West Virginia Counties of Berkeley, Harrison, Ohio, Randolph

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 92 effective April 27, 1999 through September 30, 2003

#37

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).

Handwritten mark

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #87, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 #87, (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 #87, 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 West Virginia, 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 Northern West Virginia 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 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 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.
- 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

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

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.

In the event the Union requests the discharge of an employee for failure to comply with the provisions of this article, it shall serve notice on the Company, requesting that an employee be discharged effective no sooner than two (2) weeks if the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.

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

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 W. [Signature]

Local #87, United Government Security
Officers of America

Randy L. Williams #87
John W. Elmore Jr. Sec. #87

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 Virginia, Northern West Virginia District, Local #87:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Clarksburg</u>	<u>Martinsburg</u>	<u>Wheeling</u>	<u>Elkins</u>
(a) Court Security Officers:	\$14.25 pr hr	\$14.25 pr hr	\$14.25 pr hr	\$14.25 pr hr
(b) Lead Court Security Officer:	\$16.00 pr hr	\$16.00 pr hr	\$16.00 pr hr	\$16.00 pr hr
(c) Senior LCSO:	\$17.00 pr hr	\$17.00 pr hr	\$17.00 pr hr	\$17.00 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>Clarksburg</u>	<u>Martinsburg</u>	<u>Wheeling</u>	<u>Elkins</u>
(a) Court Security Officers:	\$14.85 pr hr	\$14.85 pr hr	\$14.85 pr hr	\$14.85 pr hr
(b) Lead Court Security Officer:	\$16.60 pr hr	\$16.60 pr hr	\$16.60 pr hr	\$16.60 pr hr
(c) Senior LCSO:	\$17.60 pr hr	\$17.60 pr hr	\$17.60 pr hr	\$17.60 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>Clarksburg</u>	<u>Martinsburg</u>	<u>Wheeling</u>	<u>Elkins</u>
(a) Court Security Officers:	\$15.47 pr hr	\$15.47 pr hr	\$15.47 pr hr	\$15.47 pr hr
(b) Lead Court Security Officer:	\$17.22 pr hr	\$17.22 pr hr	\$17.22 pr hr	\$17.22 pr hr
(c) Senior LCSO:	\$18.22 pr hr	\$18.22 pr hr	\$18.22 pr hr	\$18.22 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>Clarksburg</u>	<u>Martinsburg</u>	<u>Wheeling</u>	<u>Elkins</u>
(a) Court Security Officers:	\$16.12 pr hr	\$16.12 pr hr	\$16.12 pr hr	\$16.12 pr hr
(b) Lead Court Security Officer:	\$17.87 pr hr	\$17.87 pr hr	\$17.87 pr hr	\$17.87 pr hr
(c) Senior LCSO:	\$18.87 pr hr	\$18.87 pr hr	\$18.87 pr hr	\$18.87 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

William J. Giudice

International Union, United Government Security Officers of America

James M. [Signature]

Local #87, United Government Security Officers of America

Harry L. Wallin Pres. #87
John W. Ellington Sec./Treas
Loc #87

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

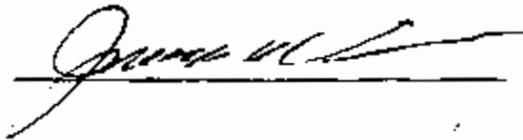
Clarification of Pension Payment:

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.

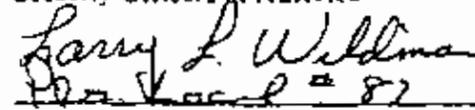
United International Investigative Services



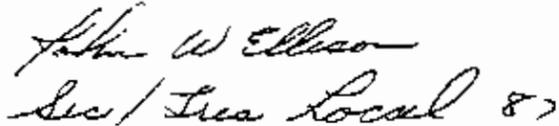
International Union, United Government
Security Officers of America



Local NO. 87, United Government
Security Officers of America


Local # 87

8/9/89


Sec/Trea Local 87

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

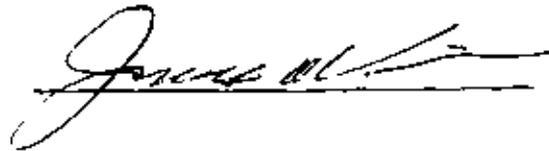
ADDENDUM to APPENDIX A:

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

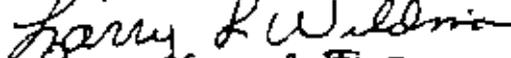
United International Investigative Services

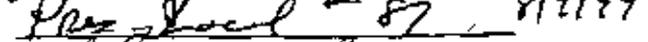


International Union, United Government
Security Officers of America

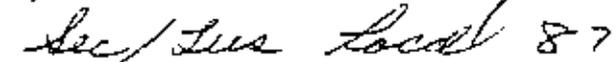


Local NO. _____ United Government
Security Officers of America



 8/9/99



 Sec/ Treas Local 87

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

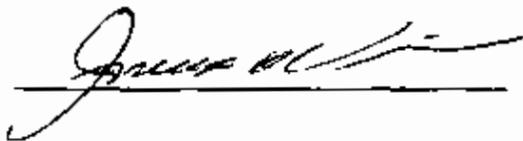
ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

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

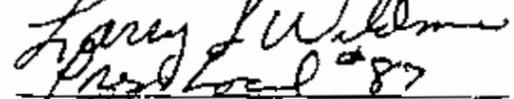
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. , United Government
Security Officers of America



John W. Ellman
Sec/ Treas Local 87

8/9/99

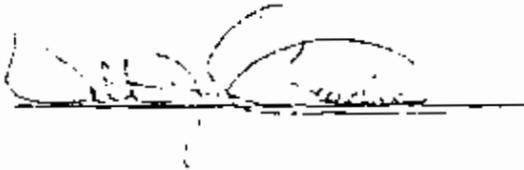
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

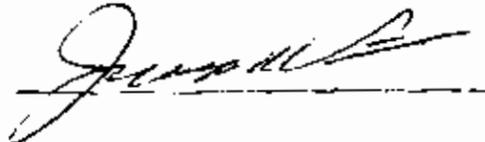
REST PERIODS:

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. United Government
Security Officers of America

8/9/99

Karey L. Williams Pres.
John W. Ellison Sec./Sec. Local 87

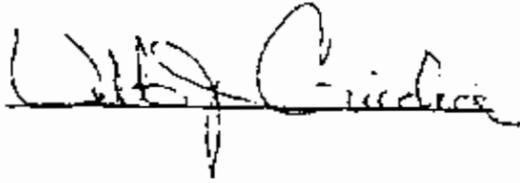
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

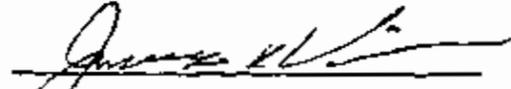
Clarification of Health and Welfare for Appendix A (d):

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

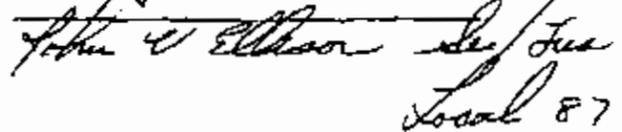
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 87, United Government
Security Officers of America



Local 87

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

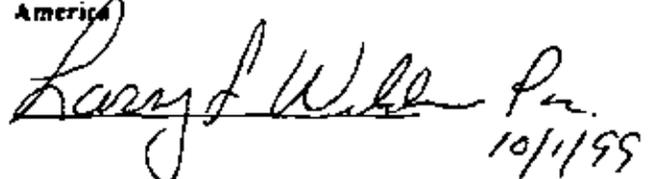
Clarification of Personal/Sick Leave in lieu of Payday changes:

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







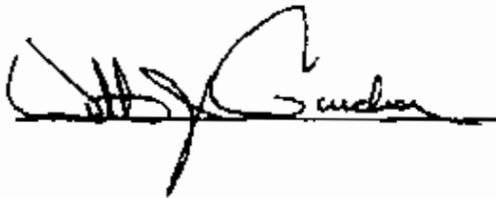
COPIES

LETTER OF UNDERSTANDING

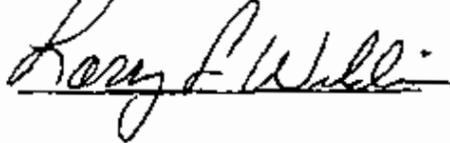
Clarification of Personal/Sick Leave:

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**

 *Pres*
10/1/99

 *Sec/Treas*

Local 87

AGREEMENT

Between

International Union,

United Government Security Officers of America

(UGSOA)

And

Local #92, UGSOA

And

United International Investigative Services, INC.

April 27, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble.....	III
1. Bargaining Unit	1
2. Bargaining Obligations	1
3. Management's Retained Rights	2
4. Classifications	2
5. Savings clause	3
6. Equal Opportunity (Non-Discrimination)	3
7. Trial Period-Notification	4
8. Seniority	4
9. Discharges	6
10. Grievance And Arbitration Procedures	7
11. Disciplinary Action	10
12. Overtime.....	10
13. Wages	11
14. Leave of Absence	11
15. Bulletin Board	12
16. Bereavement Leave	13
17. Temporary Assignments.....	13

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
18. Holidays	13
19. Vacations	14
20. Sick/Personal Leave Benefits	15
21. Jury Service	16
22. Stewards	16
23. Physical Examinations	17
24. Union Security and Membership	17
25. Strikes and Lock-Outs	18
26. Re-negotiations	18
27. Terms of Agreement	19
Appendix A	20

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 #92, (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 #92, 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 West Virginia, 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 South Western Virginia 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 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 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 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	*Thanksgiving Day
Independence Day	Martin Luther King Jr. Birthday
Veterans Day	Memorial Day
Columbus Day	Washington's Birthday
*Christmas Day	Labor Day
Good Friday	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

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

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.

In the event the Union requests the discharge of an employee for failure to comply with the provisions of this article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks if the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.

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

- 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.

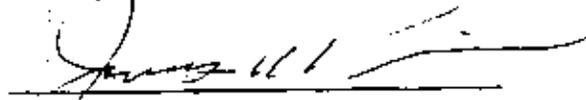
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27th day of April 1999.

United International Investigative Services



International Union, United Government
Security Officers of America



Local #92, 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 West Virginia, Southern District, Local #92:

a. Base Wages:

(1) Effective October 1, 1999:

	<u>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u>
(a) Court Security Officers:	\$14.25 pr hr
(b) Lead Court Security Officer:	\$16.00 pr hr
(c) Senior LCSO:	\$17.00 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>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u>
(a) Court Security Officers:	\$14.85 pr hr
(b) Lead Court Security Officer:	\$16.60 pr hr
(c) Senior LCSO:	\$17.60 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>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u>
(a) Court Security Officers:	\$15.47 pr hr
(b) Lead Court Security Officer:	\$17.22 pr hr
(c) Senior LCSO:	\$18.22 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

Page 10

APPENDIX "A"
WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2002:

Charleston, Huntington, Parkersburg,
Reclay, Bluefield

- (a) Court Security Officers: \$16.12 pr hr
- (b) Lead Court Security Officer \$17.87 pr hr
- (c) Senior LCSO: \$18.87 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 #91, United Government Security Officers of America



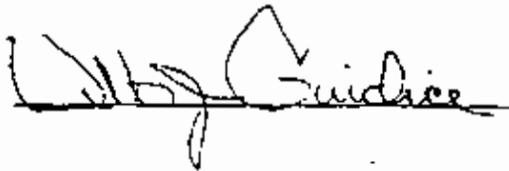
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

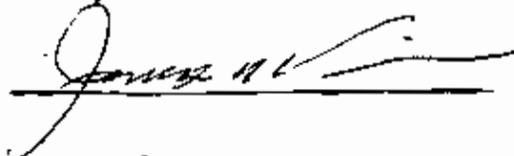
SHIFT BIDDING:

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.

United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 91, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

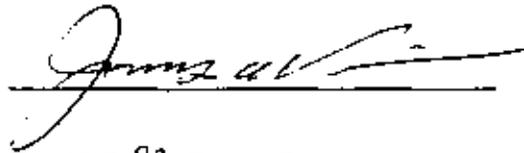
Clarification of Pension Payment:

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



International Union, United Government
Security Officers of America



Local NO. 92, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

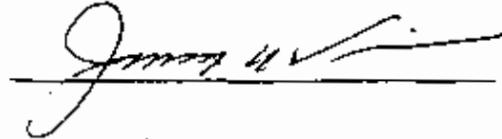
Clarification of Article 4 – CLASSIFICATIONS – Section B:

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.

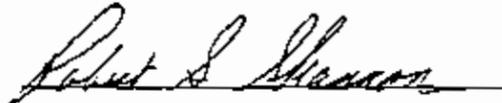
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 92, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

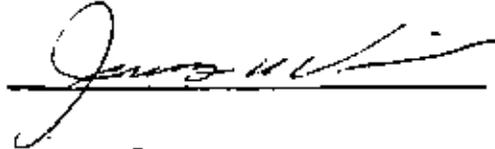
ADDENDUM to APPENDIX A:

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. 92, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

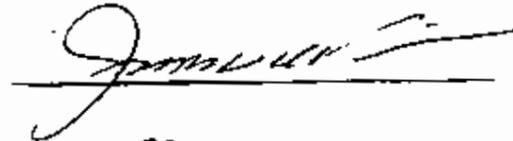
ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

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

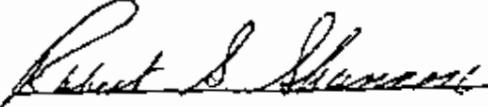
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 92, United Government
Security Officers of America



LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

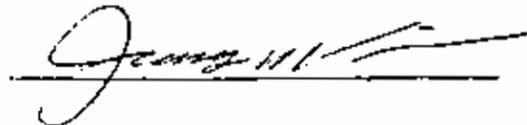
REST PERIODS:

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.

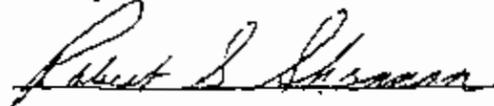
United International Investigative Services



International Union, United Government
Security Officers of America



Local NO. 92, United Government
Security Officers of America



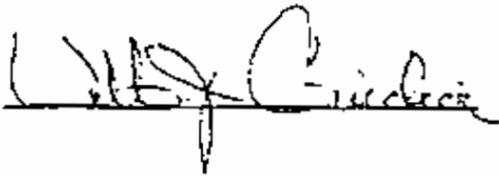
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

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

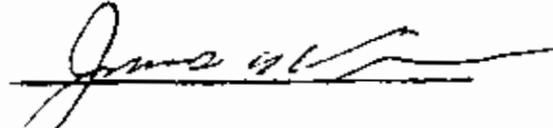
Health and Welfare payments will be paid per hour (up to 40 hours per week).

United International Investigative Services



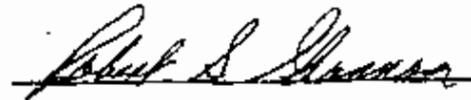
A handwritten signature in black ink, appearing to read "W. J. C. ...", written over a horizontal line.

International Union, United Government
Security Officers of America



A handwritten signature in black ink, written over a horizontal line.

Local NO. 92, United Government
Security Officers of America



A handwritten signature in black ink, written over a horizontal line.

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

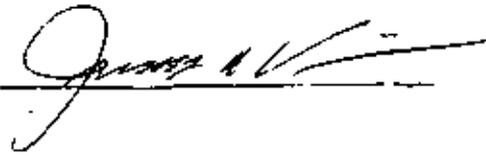
Clarification of Article 12 - Overtime - Section A.

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

United International Investigative Services



International Union, United Government
Security Officers of America



Local No. 92, United Government
Security Officers of America



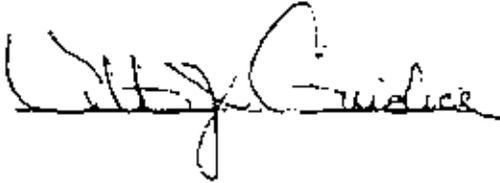
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

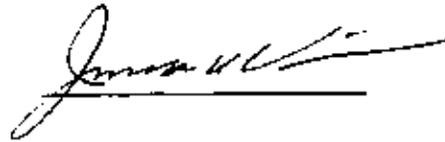
Clarification of Appendix "A" - Wage Schedule - Section C.

All promotions made from within the bargaining unit shall be made on the basis of seniority and experience and shall be appointed to the higher position from the next lower position e.g. CSO to Lead CSO and Lead CSO to Senior Lead CSO.

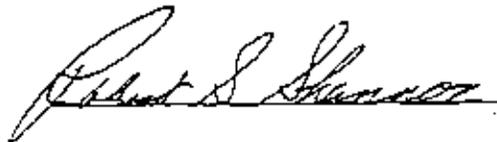
United International Investigative Services



International Union, United Government
Security Officers of America



Local No. 92, United Government
Security Officers of America



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 92

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

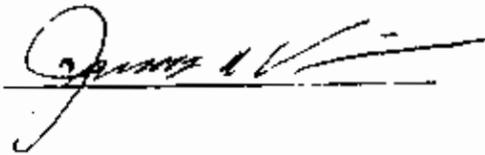
Clarification of Article 12 - Overtime - Section A.

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 to one (1) workweek. Hours paid that are not worked, e.g. holidays, vacation, personal and sick day, do count as hours worked for overtime purposes, this does not include hours spent conducting union business.

United International Investigative Services



International Union, United Government
Security Officers of America



Local No. 92, United Government
Security Officers of America



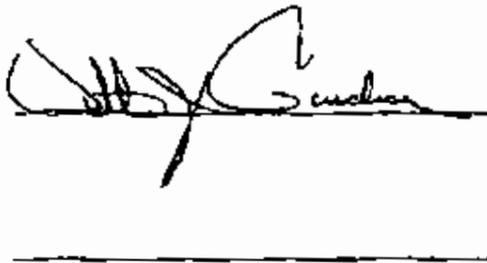
2014 0101

LETTER OF UNDERSTANDING

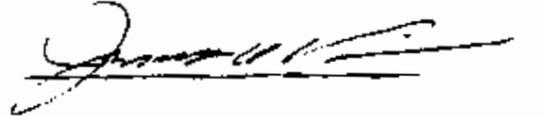
Clarification of Personal/Sick Leave:

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




Local 92

**CURRENT SENIORITY LISTING FOR
ALL LCSOs AND CSOs**

4th JUDICIAL CIRCUIT

Current Seniority Listing for All LCSOs and CSOs
4th Circuit
as of 1/30/02

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
101 W Lombard St	Baltimore	MD	37A	SH	01-May-01
101 W Lombard St	Baltimore	MD	37A	FT	06-Apr-87
101 W Lombard St	Baltimore	MD	37A	FT	02-Jul-98
101 W Lombard St	Baltimore	MD	37A	FT	06-Mar-00
101 W Lombard St	Baltimore	MD	37A	FT	01-Feb-00
101 W Lombard St	Baltimore	MD	37A	FT	12-Mar-93
101 W Lombard St	Baltimore	MD	37A	FT	19-Aug-96
101 W Lombard St	Baltimore	MD	37A	SH	01-May-01
101 W Lombard St	Baltimore	MD	37A	FT	24-Jul-97
101 W Lombard St	Baltimore	MD	37A	SH	04-Dec-00
101 W Lombard St	Baltimore	MD	37A	FT	02-Dec-91
101 W Lombard St	Baltimore	MD	37A	FT	19-Apr-93
101 W Lombard St	Baltimore	MD	37A	SH	24-Sep-98
101 W Lombard St	Baltimore	MD	37A	SH	08-Dec-85
101 W Lombard St	Baltimore	MD	37A	FT	16-Mar-01
101 W Lombard St	Baltimore	MD	37A	FT	19-Jun-90
101 W Lombard St	Baltimore	MD	37A	FT	24-Aug-98
101 W Lombard St	Baltimore	MD	37A	FT	25-Jun-90
101 W Lombard St	Baltimore	MD	37A	SH	26-Sep-00
101 W Lombard St	Baltimore	MD	37A	FT	06-Apr-87
101 W Lombard St	Baltimore	MD	37A	FT	02-May-94
101 W Lombard St	Baltimore	MD	37A	SH	22-Aug-00
101 W Lombard St	Baltimore	MD	37A	FT	04-Feb-92
101 W Lombard St	Baltimore	MD	37A	FT	13-Jun-94
101 W Lombard St	Baltimore	MD	37A	FT	02-Oct-86
101 W Lombard St	Baltimore	MD	37A	FT	11-Jul-90
6525 Belcrest Road	Hyattsville	MD	37C	SH	06-Mar-00
6525 Belcrest Road	Hyattsville	MD	37C	SH	20-Jul-00
6525 Belcrest Road	Hyattsville	MD	37C	FT	07-Oct-94
6525 Belcrest Road	Hyattsville	MD	37C	FT	11-Jun-99

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	01-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	01-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	26-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	SH	11-Jul-90
6500 Cherrywood Lane	Greenbelt	MD	37H	SH	30-Apr-01
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	17-Feb-98
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	27-Dec-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	06-Dec-95
6500 Cherrywood Lane	Greenbelt	MD	37H	SH	01-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	07-May-98
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	08-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	01-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	28-Feb-96
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	20-Jan-00
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	01-Sep-94
6500 Cherrywood Lane	Greenbelt	MD	37H	FT	17-Oct-01
310 New Bern Ave	Raleigh	NC	56A	FT	12-Apr-98
310 New Bern Ave	Raleigh	NC	56A	FT	15-Jul-96
310 New Bern Ave	Raleigh	NC	56A	FT	29-Mar-91
310 New Bern Ave	Raleigh	NC	56A	SH	02-Feb-98
310 New Bern Ave	Raleigh	NC	56A	FT	29-Jun-98
310 New Bern Ave	Raleigh	NC	56A	FT	06-Jul-98
310 New Bern Ave	Raleigh	NC	56A	FT	19-Jul-99
310 New Bern Ave	Raleigh	NC	56A	SH	05-May-99
310 New Bern Ave	Raleigh	NC	56A	FT	06-Sep-94
310 New Bern Ave	Raleigh	NC	56A	FT	22-Jun-98
310 New Bern Ave	Raleigh	NC	56A	SH	10-Feb-97
310 New Bern Ave	Raleigh	NC	56A	SH	26-Jul-99
310 New Bern Ave	Raleigh	NC	56A	FT	06-Jul-98
310 New Bern Ave	Raleigh	NC	56A	FT	02-Aug-99
301 Green St	Fayetteville	NC	56B	SH	29-Sep-85
301 Green St	Fayetteville	NC	56B	SH	01-May-00

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
Princess & Water Sts	Wilmington	NC	56C	FT	04-Jun-96
Princess & Water Sts	Wilmington	NC	56C	FT	01-May-90
Princess & Water Sts	Wilmington	NC	56C	SH	04-Jan-91
Princess & Water Sts	Wilmington	NC	56C	FT	22-Jun-92
Princess & Water Sts	Wilmington	NC	56C	FT	21-Apr-89
Princess & Water Sts	Wilmington	NC	56C	FT	08-Sep-94
Princess & Water Sts	Wilmington	NC	56C	SH	12-Feb-01
300 Fayetteville St	Raleigh	NC	56E	FT	18-Apr-98
300 Fayetteville St	Raleigh	NC	56E	SH	03-Mar-97
300 Fayetteville St	Raleigh	NC	56E	SH	15-Feb-98
413-415 Middle St	New Bern	NC	56F	SH	01-Jun-00
413-415 Middle St	New Bern	NC	56F	SH	21-Jul-00
306 Main St	Elizabeth City	NC	56H	FT	02-Jun-86
306 Main St	Elizabeth City	NC	56H	SH	08-Jun-98
306 Main St	Elizabeth City	NC	56H	FT	16-Mar-01
1760 Parkwood Blvd	Wilson	NC	56N	SH	01-Jun-92
1760 Parkwood Blvd	Wilson	NC	56N	SH	02-Sep-94
1760 Parkwood Blvd	Wilson	NC	56N	FT	21-Oct-96
215 Evans St	Greenville	NC	56P	FT	23-Feb-98
215 Evans St	Greenville	NC	56P	FT	15-Feb-98
201 S Evans St	Greenville	NC	56V	FT	07-Apr-97
201 S Evans St	Greenville	NC	56V	FT	31-Aug-98
201 S Evans St	Greenville	NC	56V	FT	22-Jun-92
201 S Evans St	Greenville	NC	56V	SH	02-Mar-98
201 S Evans St	Greenville	NC	56V	SH	05-Feb-98
324 W Market St	Greenboro	NC	57A	SH	03-Nov-99
324 W Market St	Greenboro	NC	57A	FT	11-Mar-96
324 W Market St	Greenboro	NC	57A	SH	05-Aug-91
324 W Market St	Greenboro	NC	57A	FT	03-Aug-98
324 W Market St	Greenboro	NC	57A	FT	10-May-93
324 W Market St	Greenboro	NC	57A	FT	15-Jun-98
324 W Market St	Greenboro	NC	57A	SH	14-Aug-00

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>					
324 W Market St	Greenboro	NC	57A	FT	25-Mar-96
324 W Market St	Greenboro	NC	57A	FT	09-Jul-98
324 W Market St	Greenboro	NC	57A	FT	01-Mar-96
324 W Market St	Greenboro	NC	57A	FT	11-May-98
324 W Market St	Greenboro	NC	57A	FT	01-Sep-90
324 W Market St	Greenboro	NC	57A	SH	05-May-90
324 W Market St	Greenboro	NC	57A	FT	08-Jul-98
323 E Chapel Hill St	Durham	NC	57B	SH	12-Apr-99
323 E Chapel Hill St	Durham	NC	57B	FT	27-Jul-98
323 E Chapel Hill St	Durham	NC	57B	SH	16-Nov-99
251 N Main St	Winston-Salem	NC	57D	SH	27-Oct-97
251 N Main St	Winston-Salem	NC	57D	FT	07-Feb-00
251 N Main St	Winston-Salem	NC	57D	FT	26-Sep-96
251 N Main St	Winston-Salem	NC	57D	FT	01-Aug-00
251 N Main St	Winston-Salem	NC	57D	SH	21-May-01
251 N Main St	Winston-Salem	NC	57D	SH	04-Dec-98
251 N Main St	Winston-Salem	NC	57D	SH	29-Jul-98
251 N Main St	Winston-Salem	NC	57D	FT	16-Jul-01
251 N Main St	Winston-Salem	NC	57D	FT	29-Mar-00
251 N Main St	Winston-Salem	NC	57D	FT	01-Jun-01
251 N Main St	Winston-Salem	NC	57D	FT	12-Jul-99
251 N Main St	Winston-Salem	NC	57D	FT	02-Mar-92
226 S Liberty St	Winston-Salem	NC	57I	SH	10-Jul-00
226 S Liberty St	Winston-Salem	NC	57I	FT	21-Jan-97
226 S Liberty St	Winston-Salem	NC	57I	FT	04-May-98
226 S Liberty St	Winston-Salem	NC	57I	SH	19-Sep-97
101 S Edgeworth St	Greenboro	NC	57L	FT	01-Feb-00
101 S Edgeworth St	Greenboro	NC	57L	FT	01-Nov-99
101 S Edgeworth St	Greenboro	NC	57L	FT	03-Oct-97
101 S Edgeworth St	Greenboro	NC	57L	SH	01-Dec-98
101 S Edgeworth St	Greenboro	NC	57L	FT	29-Nov-99
101 S Edgeworth St	Greenboro	NC	57L	FT	05-Aug-91
101 S Edgeworth St	Greenboro	NC	57L	FT	23-Nov-98
101 S Edgeworth St	Greenboro	NC	57L	SH	01-Apr-99

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
100 Otis St	Asheville	NC	58A	FT	15-Aug-91
100 Otis St	Asheville	NC	58A	FT	27-May-97
100 Otis St	Asheville	NC	58A	SH	27-May-97
100 Otis St	Asheville	NC	58A	SH	28-Apr-00
100 Otis St	Asheville	NC	58A	FT	27-May-97
100 Otis St	Asheville	NC	58A	SH	03-Apr-95
100 Otis St	Asheville	NC	58A	FT	26-May-97
100 Otis St	Asheville	NC	58A	FT	14-Aug-91
100 Otis St	Asheville	NC	58A	SH	05-Jan-98
100 Otis St	Asheville	NC	58A	SH	01-Feb-95
401 W Trade St	Charlotte	NC	58B	SH	30-Apr-01
401 W Trade St	Charlotte	NC	58B	FT	16-Dec-99
401 W Trade St	Charlotte	NC	58B	FT	10-Jul-97
401 W Trade St	Charlotte	NC	58B	SH	10-Apr-00
401 W Trade St	Charlotte	NC	58B	FT	25-Feb-91
401 W Trade St	Charlotte	NC	58B	FT	18-Feb-00
401 W Trade St	Charlotte	NC	58B	FT	30-Sep-96
401 W Trade St	Charlotte	NC	58B	SH	19-Jan-00
401 W Trade St	Charlotte	NC	58B	FT	16-Jul-90
401 W Trade St	Charlotte	NC	58B	SH	18-Feb-00
401 W Trade St	Charlotte	NC	58B	SH	19-Jan-00
401 W Trade St	Charlotte	NC	58B	SH	23-Oct-00
401 W Trade St	Charlotte	NC	58B	FT	05-Dec-94
401 W Trade St	Charlotte	NC	58B	FT	09-Aug-99
10 Main St	Bryson City	NC	58E	SH	25-Sep-00
10 Main St	Bryson City	NC	58E	SH	13-Dec-99
10 Main St	Bryson City	NC	58E	FT	09-Nov-99
10 Main St	Bryson City	NC	58E	FT	30-Dec-96
200 W Broad St	Statesville	NC	58F	FT	25-Apr-00
200 W Broad St	Statesville	NC	58F	FT	25-Jan-96
200 W Broad St	Statesville	NC	58F	FT	25-Jan-96
200 W Broad St	Statesville	NC	58F	SH	28-Feb-96
200 W Broad St	Statesville	NC	58F	SH	23-Sep-96

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
1845 Assembly St	Columbia	SC	71A	FT	17-Feb-84
1845 Assembly St	Columbia	SC	71A	FT	17-Feb-84
1845 Assembly St	Columbia	SC	71A	FT	12-Dec-83
1845 Assembly St	Columbia	SC	71A	SH	20-Sep-99
1845 Assembly St	Columbia	SC	71A	FT	01-Nov-87
1845 Assembly St	Columbia	SC	71A	SH	26-Apr-99
1845 Assembly St	Columbia	SC	71A	FT	12-Sep-94
1845 Assembly St	Columbia	SC	71A	FT	03-Aug-92
1845 Assembly St	Columbia	SC	71A	FT	10-Apr-95
1845 Assembly St	Columbia	SC	71A	FT	01-Mar-84
300 E Washington St	Greenville	SC	71B	FT	19-Aug-98
300 E Washington St	Greenville	SC	71B	SH	13-Jun-90
300 E Washington St	Greenville	SC	71B	FT	01-Mar-84
300 E Washington St	Greenville	SC	71B	FT	10-Sep-98
300 E Washington St	Greenville	SC	71B	FT	22-Oct-97
300 E Washington St	Greenville	SC	71B	FT	15-May-95
300 E Washington St	Greenville	SC	71B	SH	28-Sep-98
300 E Washington St	Greenville	SC	71B	FT	14-Sep-98
300 E Washington St	Greenville	SC	71B	FT	01-Jul-94
300 E Washington St	Greenville	SC	71B	FT	03-Sep-98
300 E Washington St	Greenville	SC	71B	FT	26-Aug-98
401 W Evans St	Florence	SC	71D	SH	16-Nov-99
401 W Evans St	Florence	SC	71D	FT	06-Jan-98
401 W Evans St	Florence	SC	71D	FT	26-Aug-96
401 W Evans St	Florence	SC	71D	FT	05-Oct-98
401 W Evans St	Florence	SC	71D	FT	14-May-90
401 W Evans St	Florence	SC	71D	FT	01-Mar-84
401 W Evans St	Florence	SC	71D	SH	05-Oct-98
401 W Evans St	Florence	SC	71D	SH	05-Oct-98
401 W Evans St	Florence	SC	71D	SH	28-Dec-98
401 W Evans St	Florence	SC	71D	FT	27-Apr-94
401 W Evans St	Florence	SC	71D	FT	21-Sep-98
223 Park Ave	Aiken	SC	71E	FT	08-Jul-98
223 Park Ave	Aiken	SC	71E	FT	13-Nov-01
223 Park Ave	Aiken	SC	71E	SH	12-Aug-99
223 Park Ave	Aiken	SC	71E	FT	05-Jan-93

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
1100 Lauren St	Columbia	SC	71F	SH	16-Oct-00
1100 Lauren St	Columbia	SC	71F	FT	30-Jun-95
1100 Lauren St	Columbia	SC	71F	FT	03-Jan-95
201 Magnolia St	Spartanburg	SC	71G	FT	28-Jun-99
201 Magnolia St	Spartanburg	SC	71G	FT	28-Jun-99
201 Magnolia St	Spartanburg	SC	71G	SH	20-Sep-99
201 Magnolia St	Spartanburg	SC	71G	FT	14-Jun-99
201 Magnolia St	Spartanburg	SC	71G	SH	14-Feb-00
315 S McDuffie St	Anderson	SC	71K	SH	08-Sep-98
315 S McDuffie St	Anderson	SC	71K	SH	08-Sep-98
315 S McDuffie St	Anderson	SC	71K	FT	06-Jul-98
315 S McDuffie St	Anderson	SC	71K	FT	31-Mar-97
81 Broad St	Charleston	SC	71L	FT	05-Oct-98
81 Broad St	Charleston	SC	71L	SH	12-Apr-99
81 Broad St	Charleston	SC	71L	FT	28-May-92
81 Broad St	Charleston	SC	71L	FT	14-Jul-97
81 Broad St	Charleston	SC	71L	FT	22-Feb-90
81 Broad St	Charleston	SC	71L	FT	18-Mar-96
81 Broad St	Charleston	SC	71L	SH	17-Aug-92
81 Broad St	Charleston	SC	71L	FT	10-May-90
81 Broad St	Charleston	SC	71L	FT	03-Apr-91
81 Broad St	Charleston	SC	71L	FT	08-May-95
81 Broad St	Charleston	SC	71L	FT	03-Feb-92
1501 Bay St	Beauford	SC	71S	FT	06-Jan-97
1501 Bay St	Beauford	SC	71S	SH	28-Aug-98
1501 Bay St	Beauford	SC	71S	FT	22-Nov-94
1501 Bay St	Beauford	SC	71S	FT	17-Aug-98
1501 Bay St	Beauford	SC	71S	FT	16-May-01
1501 Bay St	Beauford	SC	71S	FT	27-Dec-94
145 King St	Charleston	SC	71U	SH	06-Nov-98
145 King St	Charleston	SC	71U	FT	21-Oct-96
145 King St	Charleston	SC	71U	FT	26-Oct-98
145 King St	Charleston	SC	71U	FT	28-Apr-97

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
81 Board St - Annex	Charleston	SC	71V	SH	13-Oct-98
81 Board St - Annex	Charleston	SC	71V	FT	28-Sep-98
81 Board St - Annex	Charleston	SC	71V	FT	25-Apr-90
81 Board St - Annex	Charleston	SC	71V	SH	25-Nov-98
81 Board St - Annex	Charleston	SC	71V	FT	28-Sep-98
81 Board St - Annex	Charleston	SC	71V	FT	21-Sep-98
200 S Washington St	Alexandria	VA	83A	FT	24-Sep-01
200 S Washington St	Alexandria	VA	83A	FT	29-Feb-96
200 S Washington St	Alexandria	VA	83A	FT	05-Apr-93
200 S Washington St	Alexandria	VA	83A	SH	01-Aug-90
200 S Washington St	Alexandria	VA	83A	FT	08-May-96
200 S Washington St	Alexandria	VA	83A	FT	31-Mar-97
2100 Jamieson Ave	Alexandria VA - US Attorney	VA		FT	05-Nov-01
2100 Jamieson Ave	Alexandria VA - US Attorney	VA		FT	17-Dec-01
2100 Jamieson Ave	Alexandria VA - US Attorney	VA		FT	27-Nov-00
2100 Jamieson Ave	Alexandria VA - US Attorney	VA		FT	20-Feb-96
2100 Jamieson Ave	Alexandria VA - US Attorney	VA		SH	03-Sep-96
10 th & E Main St	Richmond	VA	83B	FT	24-Jun-96
10 th & E Main St	Richmond	VA	83B	FT	18-Jul-94
10 th & E Main St	Richmond	VA	83B	SH	04-Sep-98
10 th & E Main St	Richmond	VA	83B	SH	30-Jul-97
10 th & E Main St	Richmond	VA	83B	FT	19-Aug-96
10 th & E Main St	Richmond	VA	83B	SH	02-Aug-99
10 th & E Main St	Richmond	VA	83B	FT	11-Mar-96
10 th & E Main St	Richmond	VA	83B	FT	13-Mar-89
10 th & E Main St	Richmond	VA	83B	SH	24-Aug-98
10 th & E Main St	Richmond	VA	83B	FT	19-Sep-95
10 th & E Main St	Richmond	VA	83B	FT	14-Jun-93
10 th & E Main St	Richmond	VA	83B	SH	21-Oct-96
10 th & E Main St	Richmond	VA	83B	FT	26-Feb-96
10 th & E Main St	Richmond	VA	83B	SH	08-Sep-98

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>					
10 th & E Main St	Richmond	VA	83B	FT	22-Feb-93
10 th & E Main St	Richmond	VA	83B	FT	21-Mar-97
10 th & E Main St	Richmond	VA	83B	FT	18-Jun-90
10 th & E Main St	Richmond	VA	83B	FT	05-Dec-88
10 th & E Main St	Richmond	VA	83B	SH	01-Oct-98
600 Granby St	Norfolk	VA	83C	SH	05-Feb-99
600 Granby St	Norfolk	VA	83C	FT	13-Jul-87
600 Granby St	Norfolk	VA	83C	FT	23-Aug-95
600 Granby St	Norfolk	VA	83C	FT	30-Jul-99
600 Granby St	Norfolk	VA	83C	FT	31-Aug-92
600 Granby St	Norfolk	VA	83C	FT	16-Oct-00
600 Granby St	Norfolk	VA	83C	FT	03-Jul-95
600 Granby St	Norfolk	VA	83C	FT	08-Jul-97
600 Granby St	Norfolk	VA	83C	FT	24-Jun-96
600 Granby St	Norfolk	VA	83C	FT	11-Jul-01
600 Granby St	Norfolk	VA	83C	FT	13-Jun-90
600 Granby St	Norfolk	VA	83C	SH	11-Jun-90
600 Granby St	Norfolk	VA	83C	FT	21-May-97
600 Granby St	Norfolk	VA	83C	FT	29-Jun-92
101 25 th St	Newport News	VA	83F	FT	04-Jun-90
101 25 th St	Newport News	VA	83F	FT	14-Apr-88
101 25 th St	Newport News	VA	83F	FT	30-Aug-99
101 25 th St	Newport News	VA	83F	FT	27-Jul-92
101 25 th St	Newport News	VA	83F	SH	05-Feb-97
1100 E Main St	Richmond	VA	83H	FT	31-Aug-94
1100 E Main St	Richmond	VA	83H	FT	05-Jul-93
1100 E Main St	Richmond	VA	83H	FT	23-Dec-91
401 Courthouse Sq	Alexandria	VA	83L	FT	14-Aug-96
401 Courthouse Sq	Alexandria	VA	83L	FT	08-Jun-95
401 Courthouse Sq	Alexandria	VA	83L	FT	01-Feb-99
401 Courthouse Sq	Alexandria	VA	83L	FT	26-Sep-94
401 Courthouse Sq	Alexandria	VA	83L	FT	04-May-92
401 Courthouse Sq	Alexandria	VA	83L	FT	01-Nov-99
401 Courthouse Sq	Alexandria	VA	83L	FT	13-May-96

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>					
401 Courthouse Sq	Alexandria	VA	83L	SH	23-Oct-00
401 Courthouse Sq	Alexandria	VA	83L	SH	26-Nov-01
401 Courthouse Sq	Alexandria	VA	83L	FT	24-Jul-95
401 Courthouse Sq	Alexandria	VA	83L	FT	15-Feb-96
401 Courthouse Sq	Alexandria	VA	83L	FT	04-Mar-98
401 Courthouse Sq	Alexandria	VA	83L	SH	24-Sep-01
401 Courthouse Sq	Alexandria	VA	83L	SH	23-Jul-01
401 Courthouse Sq	Alexandria	VA	83L	FT	23-Sep-96
401 Courthouse Sq	Alexandria	VA	83L	FT	17-Apr-00
401 Courthouse Sq	Alexandria	VA	83L	FT	20-Feb-96
401 Courthouse Sq	Alexandria	VA	83L	FT	01-Dec-92
401 Courthouse Sq	Alexandria	VA	83L	FT	18-Jan-96
401 Courthouse Sq	Alexandria	VA	83L	FT	07-Mar-96
401 Courthouse Sq	Alexandria	VA	83L	FT	10-Sep-01
401 Courthouse Sq	Alexandria	VA	83L	SH	01-Feb-01
401 Courthouse Sq	Alexandria	VA	83L	FT	27-Nov-96
200 Church Ave	Roanoke	VA	84A	FT	10-Oct-96
200 Church Ave	Roanoke	VA	84A	SH	03-Nov-95
200 Church Ave	Roanoke	VA	84A	SH	18-Mar-98
200 Church Ave	Roanoke	VA	84A	FT	18-Oct-01
210 Franklin Road	Roanoke	VA	84A	FT	11-Sep-95
210 Franklin Road	Roanoke	VA	84A	SH	05-Jan-98
210 Franklin Road	Roanoke	VA	84A	SH	13-Jul-98
210 Franklin Road	Roanoke	VA	84A	FT	30-Apr-99
210 Franklin Road	Roanoke	VA	84A	FT	22-Aug-96
210 Franklin Road	Roanoke	VA	84A	FT	13-Jul-98
210 Franklin Road	Roanoke	VA	84A	FT	12-Mar-01
210 Franklin Road	Roanoke	VA	84A	FT	08-Jul-97
210 Franklin Road	Roanoke	VA	84A	FT	13-Jul-98
210 Franklin Road	Roanoke	VA	84A	SH	01-Oct-86
210 Franklin Road	Roanoke	VA	84A	FT	23-Jun-95
210 Franklin Road	Roanoke	VA	84A	SH	15-Jul-90

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
180 W Main St	Abingdon	VA	84B	SH	25-Mar-97
180 W Main St	Abingdon	VA	84B	FT	05-Oct-94
180 W Main St	Abingdon	VA	84B	FT	08-Jul-93
180 W Main St	Abingdon	VA	84B	FT	13-Jul-98
180 W Main St	Abingdon	VA	84B	SH	29-Aug-96
700 Main St	Danville	VA	84C	FT	30-Apr-99
700 Main St	Danville	VA	84C	SH	22-Jun-93
700 Main St	Danville	VA	84C	FT	16-Oct-00
700 Main St	Danville	VA	84C	FT	14-Mar-00
700 Main St	Danville	VA	84C	FT	28-Mar-94
116 N Main St	Harrisonburg	VA	84D	FT	21-Jun-99
116 N Main St	Harrisonburg	VA	84D	FT	09-Sep-98
116 N Main St	Harrisonburg	VA	84D	SH	01-Mar-96
116 N Main St	Harrisonburg	VA	84D	FT	25-Aug-98
116 N Main St	Harrisonburg	VA	84D	FT	24-Mar-00
116 N Main St	Harrisonburg	VA	84D	SH	30-Oct-96
322 E Wood Ave	Big Stone Gap	VA	84E	FT	13-Jul-98
322 E Wood Ave	Big Stone Gap	VA	84E	FT	07-Sep-01
322 E Wood Ave	Big Stone Gap	VA	84E	SH	24-Mar-00
322 E Wood Ave	Big Stone Gap	VA	84E	SH	05-Jul-01
225 W Main St	Charlottesville	VA	84G	FT	05-Jun-95
225 W Main St	Charlottesville	VA	84G	SH	01-Oct-86
225 W Main St	Charlottesville	VA	84G	FT	31-Jul-98
225 W Main St	Charlottesville	VA	84G	FT	13-Jul-98
225 W Main St	Charlottesville	VA	84G	SH	24-May-99
225 W Main St	Charlottesville	VA	84G	FT	01-Feb-01
225 W Main St	Charlottesville	VA	84G	FT	13-Jul-98
225 W Main St	Charlottesville	VA	84G	FT	19-Oct-94
1100 Main St	Lynchburg	VA	84H	SH	30-Apr-99
1100 Main St	Lynchburg	VA	84H	FT	18-Oct-01
1100 Main St	Lynchburg	VA	84H	FT	05-Jul-01
1100 Main St	Lynchburg	VA	84H	SH	05-Jun-00
1100 Main St	Lynchburg	VA	84H	FT	05-Jul-01
1100 Main St	Lynchburg	VA	84H	FT	13-Jul-98
1100 Main St	Lynchburg	VA	84H	FT	12-Mar-01

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
300 3 rd St	Elkins	WV	87A	FT	05-Oct-92
300 3 rd St	Elkins	WV	87A	FT	20-Jul-98
300 3 rd St	Elkins	WV	87A	FT	15-Apr-91
300 3 rd St	Elkins	WV	87A	FT	02-Dec-91
300 3 rd St	Elkins	WV	87A	SH	21-Jul-00
300 3 rd St	Elkins	WV	87A	FT	04-Oct-93
300 3 rd St	Elkins	WV	87A	FT	18-May-92
300 3 rd St	Elkins	WV	87A	SH	25-Oct-99
1125-1141 Chapline	Wheeling	WV	87B	FT	15-Jun-92
1125-1141 Chapline	Wheeling	WV	87B	FT	19-Nov-90
1125-1141 Chapline	Wheeling	WV	87B	FT	16-Jul-96
1125-1141 Chapline	Wheeling	WV	87B	FT	27-Jul-98
1125-1141 Chapline	Wheeling	WV	87B	FT	07-Aug-91
1125-1141 Chapline	Wheeling	WV	87B	FT	26-Jun-95
1125-1141 Chapline	Wheeling	WV	87B	FT	19-Aug-91
1125-1141 Chapline	Wheeling	WV	87B	SH	14-May-01
1125-1141 Chapline	Wheeling	WV	87B	SH	02-Apr-01
1125-1141 Chapline	Wheeling	WV	87B	SH	05-Apr-00
1125-1141 Chapline	Wheeling	WV	87B	FT	05-Jul-90
225 W King St	Martinsburg	WV	87C	SH	17-Jul-00
225 W King St	Martinsburg	WV	87C	FT	28-Oct-91
225 W King St	Martinsburg	WV	87C	FT	05-Sep-01
225 W King St	Martinsburg	WV	87C	FT	01-Aug-00
225 W King St	Martinsburg	WV	87C	FT	24-Jul-00
225 W King St	Martinsburg	WV	87C	FT	21-Aug-00
225 W King St	Martinsburg	WV	87C	SH	02-Jul-90
225 W King St	Martinsburg	WV	87C	FT	24-Jan-00
225 W King St	Martinsburg	WV	87C	SH	22-Sep-97
225 W King St	Martinsburg	WV	87C	FT	04-Oct-91
500 W Pike St	Clarksburg	WV	87D	FT	17-Jul-96
500 W Pike St	Clarksburg	WV	87D	FT	26-May-98
500 W Pike St	Clarksburg	WV	87D	SH	23-Jul-01
500 W Pike St	Clarksburg	WV	87D	SH	04-Nov-98
500 W Pike St	Clarksburg	WV	87D	FT	03-Aug-98
500 W Pike St	Clarksburg	WV	87D	FT	05-Jul-90
500 W Pike St	Clarksburg	WV	87D	SH	09-Apr-01
500 W Pike St	Clarksburg	WV	87D	SH	09-Mar-98
500 W Pike St	Clarksburg	WV	87D	FT	27-Jul-98

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
324 W Main St	Clarksburg	WV	87F	SH	22-Jan-01
324 W Main St	Clarksburg	WV	87F	FT	17-Jul-96
324 W Main St	Clarksburg	WV	87F	SH	23-Nov-98
324 W Main St	Clarksburg	WV	87F	FT	17-Jul-96
601 Federal St	Bluefield	WV	88C	SH	03-Apr-92
601 Federal St	Bluefield	WV	88C	FT	22-Dec-97
601 Federal St	Bluefield	WV	88C	FT	22-Jan-98
601 Federal St	Bluefield	WV	88C	FT	04-Jun-01
601 Federal St	Bluefield	WV	88C	FT	11-Mar-98
601 Federal St	Bluefield	WV	88C	SH	05-Feb-96
425 Juliana St	Parkersburg	WV	88G	SH	13-Jun-90
425 Juliana St	Parkersburg	WV	88G	SH	17-Sep-01
845 Fifth Ave	Huntington	WV	88H	FT	18-Dec-95
845 Fifth Ave	Huntington	WV	88H	FT	13-Aug-98
845 Fifth Ave	Huntington	WV	88H	FT	06-Sep-89
845 Fifth Ave	Huntington	WV	88H	SH	30-Jul-90
845 Fifth Ave	Huntington	WV	88H	FT	30-Sep-96
845 Fifth Ave	Huntington	WV	88H	SH	29-Jan-96
845 Fifth Ave	Huntington	WV	88H	FT	13-Sep-91
300 Virginia St	Charleston	WV	88K	SH	02-Aug-99
300 Virginia St	Charleston	WV	88K	FT	06-Jul-98
300 Virginia St	Charleston	WV	88K	SH	23-Aug-94
300 Virginia St	Charleston	WV	88K	SH	04-Dec-00
300 Virginia St	Charleston	WV	88K	FT	11-Feb-98
300 Virginia St	Charleston	WV	88K	FT	01-Aug-84
300 Virginia St	Charleston	WV	88K	FT	11-Jul-89
300 Virginia St	Charleston	WV	88K	SH	11-Feb-98
300 Virginia St	Charleston	WV	88K	FT	04-Dec-95
300 Virginia St	Charleston	WV	88K	FT	01-Apr-96
300 Virginia St	Charleston	WV	88K	SH	11-Jan-99
300 Virginia St	Charleston	WV	88K	FT	30-Jul-90
300 Virginia St	Charleston	WV	88K	FT	13-Aug-98
300 Virginia St	Charleston	WV	88K	FT	22-Jan-98
300 Virginia St	Charleston	WV	88K	FT	26-Jun-01
300 Virginia St	Charleston	WV	88K	FT	11-Feb-98
300 Virginia St	Charleston	WV	88K	SH	05-Oct-98

Facility			Site No.	Employee Status Full Time/Shared	Seniority Date
First & Prince St	Beckley	WV	88M	SH	12-Jun-00
First & Prince St	Beckley	WV	88M	FT	24-Feb-92
First & Prince St	Beckley	WV	88M	SH	31-Mar-98
First & Prince St	Beckley	WV	88M	FT	31-Jul-98
First & Prince St	Beckley	WV	88M	FT	14-Aug-86
First & Prince St	Beckley	WV	88M	FT	31-Mar-98