

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

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State: West Virginia

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

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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).

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**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**

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #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 4<sup>th</sup> 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	*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 (1<sup>st</sup>) 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 27<sup>th</sup> 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

Ronald L. Williams #87  
John W. Elbaum #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:

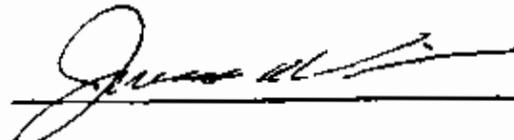
Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

\*Employees can choose to join the Company Health Plan

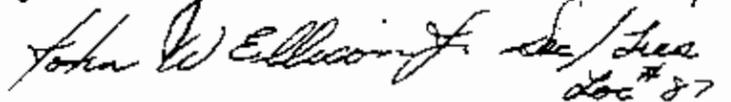
United International Investigative Services

  
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International Union, United Government Security Officers of America

  
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Local #87, United Government Security Officers of America

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# LETTER OF UNDERSTANDING

## Side Bar to the Collective Bargaining Agreement.

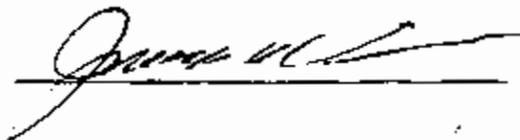
### Clarification of Pension Payment:

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

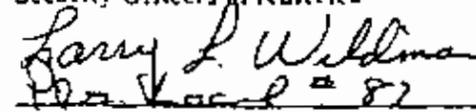
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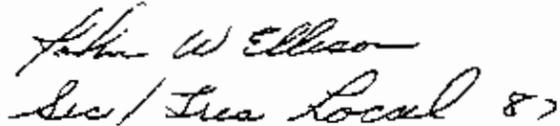
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Security Officers of America

  
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Local NO. 87, United Government  
Security Officers of America

  
Local # 87

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## LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

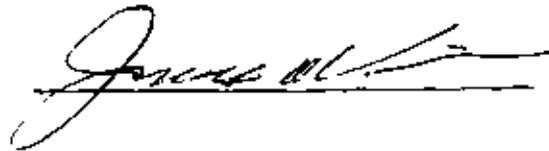
### ADDENDUM to APPENDIX A:

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

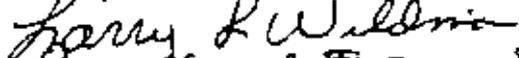
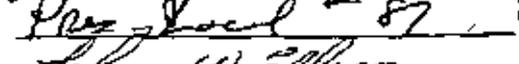
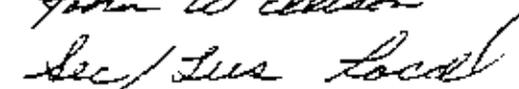
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International Union, United Government  
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## LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

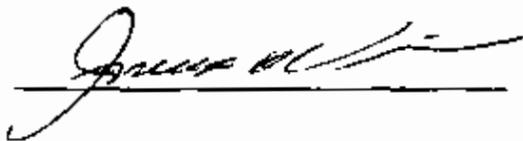
### ADDENDUM to ARTICLE 23 – PHYSICAL EXAMINATIONS:

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

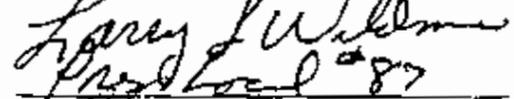
United International Investigative Services

  
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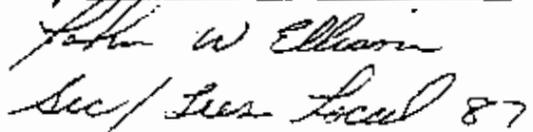
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Local NO. \_\_\_\_\_, United Government  
Security Officers of America

  
Larry J. Waldman  
Pres Local #87

8/9/99

  
John W. Ellman  
Sec/ Treas Local 87

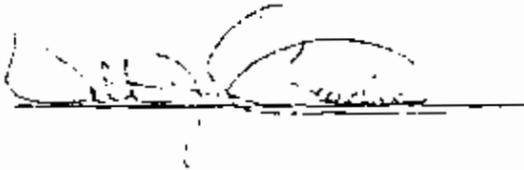
## LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

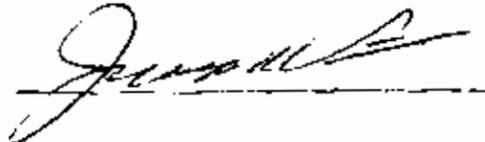
### REST PERIODS:

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

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*Kerry L. Williams* Pres.  
*John W. Ellison* Sec./Sec. Local 87

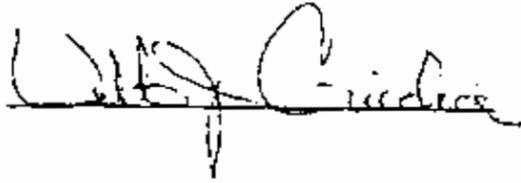
# LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

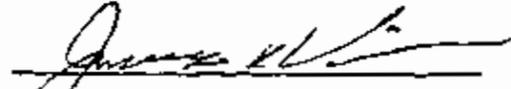
Clarification of Health and Welfare for Appendix A (d):

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

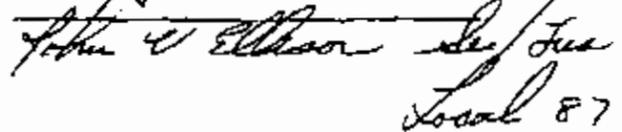
United International Investigative Services



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  (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.)

**LETTER OF UNDERSTANDING**

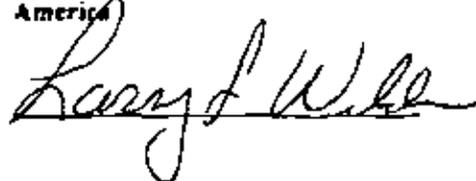
**Clarification of Personal/Sick Leave in lieu of Payday changes:**

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

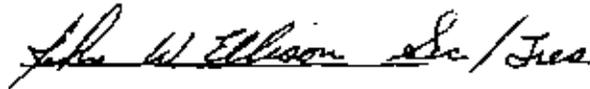
United International Investigative Services

International Union, United  
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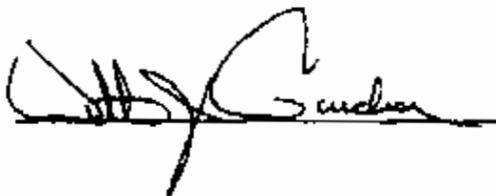
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### LETTER OF UNDERSTANDING

**Clarification of Personal/Sick Leave:**

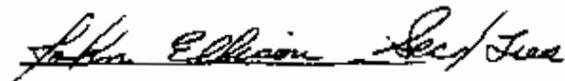
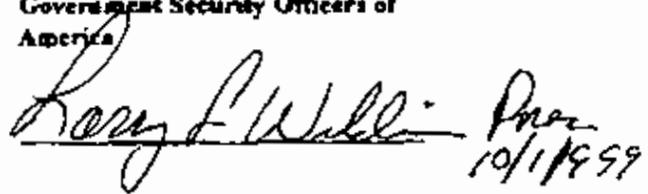
The employee may take personal/sick time that has been accrued from April 1, 1999 to October 1, 1999 or roll over the remaining time to the next year.

**United International Investigative Services**



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



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**

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This Agreement entered into this 27th day of April 1999, by and between UNITED INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its Local #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 4<sup>th</sup> 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 (1<sup>st</sup>) 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.

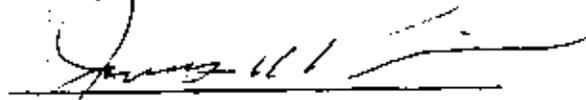
IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 27<sup>th</sup> day of April 1999.

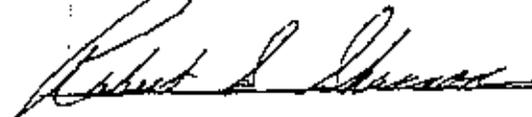
United International Investigative Services

  
\_\_\_\_\_

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 4<sup>th</sup> Circuit for the State of West Virginia, Southern District, Local #92:

a. Base Wages:

(1) Effective October 1, 1999:

	<b><u>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u></b>
(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:

	<b><u>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u></b>
(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:

	<b><u>Charleston, Huntington, Parkersburg, Beckley, Bluefield</u></b>
(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 1 of 1

**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:

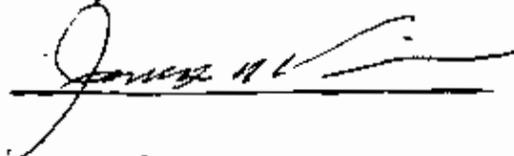
At least once a year, full-time Employees and shared position Employees at each location may bid their shift schedules among designated full-time assignments on the order of seniority. Both parties understand that this Section will not apply to US Marshal Service or Judicial Assignments.

United International Investigative Services



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International Union, United Government  
Security Officers of America



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Local NO. 91, United Government  
Security Officers of America



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# LETTER OF UNDERSTANDING

## Side Bar to the Collective Bargaining Agreement.

### Clarification of Pension Payment:

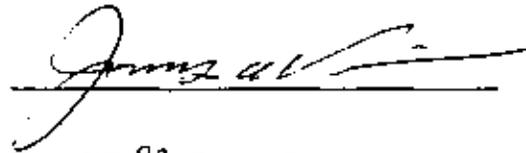
Pension is paid for each hour worked; it can be paid into the 401K or paid to the employee in his/her check. That is the option of the employee.

United International Investigative Services



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International Union, United Government  
Security Officers of America



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Local NO. 92, United Government  
Security Officers of America



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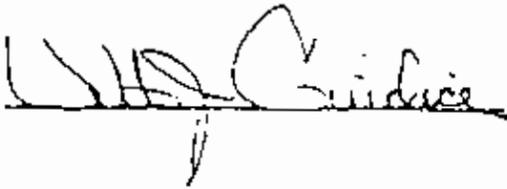
# LETTER OF UNDERSTANDING

## Side Bar to the Collective Bargaining Agreement.

### Clarification of Article 4 – CLASSIFICATIONS – Section B:

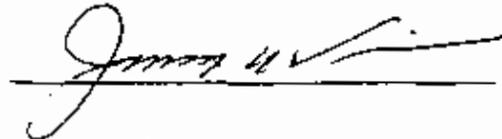
Vacation/Sick-Personal leave is based on hours worked, if a part-time is entitled to 40 hours based on 1040 hours (80 based on full time 2080) and works 1560 hours he/she will receive 60 hours of vacation.

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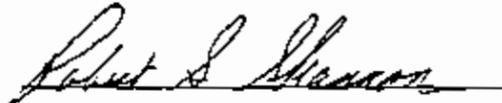
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# LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

## ADDENDUM to APPENDIX A:

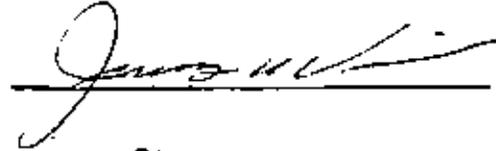
The Employer shall provide all equipment, uniforms and shoes for the Employee, at no cost to the Employee. (Including all cold weather gear.)

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# LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

## ADDENDUM to ARTICLE 23 - PHYSICAL EXAMINATIONS:

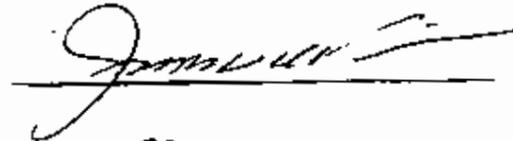
The Employee will receive up to two (2) hours or actual time spent pay for taking their physical.

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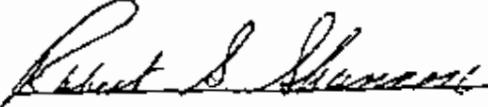
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# LETTER OF UNDERSTANDING

## Side Bar to the Collective Bargaining Agreement.

### REST PERIODS:

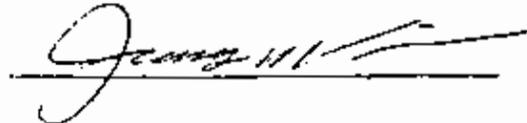
There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in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

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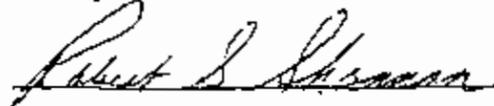
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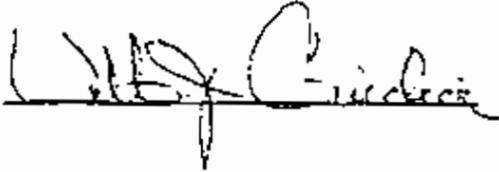
LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

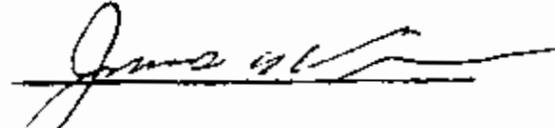
Clarification of Health and Welfare for Appendix A (d):

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

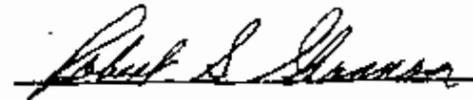
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## LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

Clarification of Article 12 - Overtime - Section A.

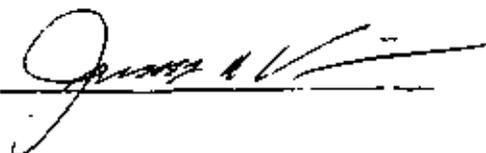
Overtime pay is calculated at one and one-half (1 and 1/2) times the employer's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays, vacation, personal and sick day, do count as hours worked for overtime purposes, this does not include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

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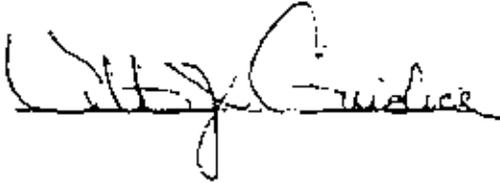
## LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement.

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

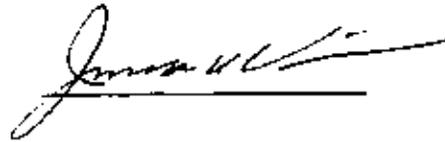
All promotions made from within the bargaining unit shall be made on the basis of seniority and experience and shall be appointed to the higher position from the next lower position e.g. CSO to Lead CSO and Lead CSO to Senior Lead CSO.

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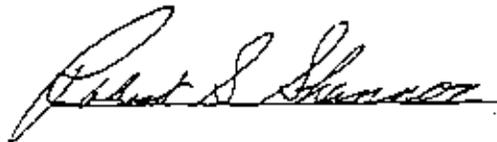
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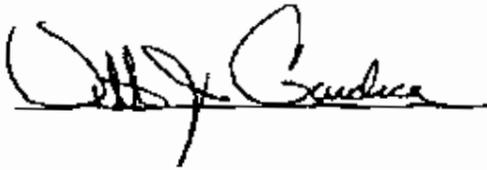
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**LETTER OF UNDERSTANDING**

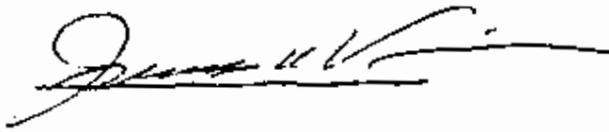
**Clarification of Personal/Sick Leave in lieu of Payday changes:**

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

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## LETTER OF UNDERSTANDING

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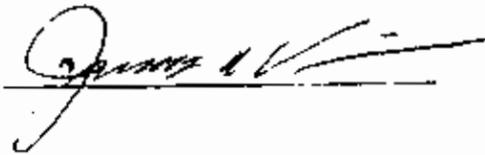
Clarification of Article 12 - Overtime - Section A.

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.

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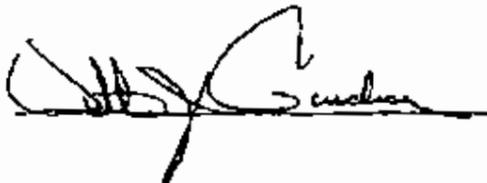
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### LETTER OF UNDERSTANDING

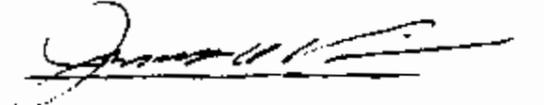
**Clarification of Personal/Sick Leave:**

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

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