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REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Division of Director Wage Determinations	Wage Determination No.: CBA-2016-8527 Revision No.: 0 Date Of Last Revision: 3/15/2016

State: North Carolina

Area: Pasquotank

Employed on USCG Base Elizabeth City, contract for the performance of Armed Security Guard and Alarm Monitor Services.

Collective Bargaining Agreement between contractor: Whitestone Group/Whitestone Staffing, and union: United Government Security Officers of America, International Un Local 311, effective 2/3/2016 through 2/2/2019.

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

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Collective Bargaining Agreement

Between

WHITESTON GROUP/WHITESTONE STAFFING

And

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
INTERNATIONAL UNION**

And its

LOCAL 311

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PREAMBLE

THIS AGREEMENT is made and entered by and between Whitestone Group/Whitestone Staffing, Inc., hereinafter referred to as the "Employer" or "Company", and UGSOA INTERNATIONAL UNION, on behalf of its UGSOA Local 311, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.01 BARGAINING UNIT:

- A. This agreement is entered between the Whitestone Group/Staffing, Inc., and the United Government Security Officers of America (UGSOA), and UGSOA Local # 311 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and regular part-time Security Guards but excludes the Whitestone's Site Lead Security Guard assigned to work at the; United States Coast Guard Base located at 1664 Weeksville Rd., Elizabeth City, NC.
- C. Full-time employees are those employees who are regularly scheduled and work 32 hours or more in a work week. Part-time employees are those who are regularly scheduled and work less than 32 hours in a week.
- D. This agreement shall be binding upon both parties, and their successors and assigns. In the event of a sale or transfer of business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

SECTION 1.02 THE STEWARD SYSTEM:

- A. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees and stewards will not be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- B. If the Employee requests, a steward may attend a disciplinary action.

SECTION 1.03 SALARIED MANAGERS AND OTHER SALARIED PERSONNEL:

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

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SECTION 1.04 INTENT OF PARTIES:

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of the efficient security operations. The Union and the best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform quality and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-member or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans Status, or disability. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective for the Company's customer.

ARTICLE 2

SENIORITY

SECTION 2.01 SENIORITY DEFINED:

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as a Security Guard for the Employer, past or present and/or any predecessor Employer at said job site. Seniority shall not accrue until the Employee has successfully completed the 90 day probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, union seniority shall be defined as seniority within the work site.

Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union Seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.02 SENIORITY LISTS:

The Company will provide a seniority list (last date of hire as a Security Guard, within the bargaining unit, as designated by the Union and approved by the Company) to the Local Union President twice each year, upon a written request from the Union.

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SECTION 2.03 PERSONAL DATA:

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.04 TRANSFER OUT OF UNIT:

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose their Union seniority. If they return to the bargaining unit at a later date their seniority will start on that return date.

SECTION 2.05 PROBATIONARY EMPLOYEES:

Probationary Employees will be considered probationary for a ninety (90) calendar day period after their hire date. The Union will still represent Probationary Employees for questions concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to all other matters including transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.06 TERMINATION OF SENIORITY:

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

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

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.01 FILLING VACANIES:

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior qualified Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

SECTION 3.02 LAYOFF AND RECALL:

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

SECTION 3.03 TEMPORARY ASSIGNMENTS:

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement, whichever is greater.

SECTION 3.04 APPOINTMENT OF SECURITY GUARD:

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Security Guard. Based on these guidelines, all appointments of Security Guards will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operations.

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ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.01:

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

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

SECTION 4.02:

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.01 INTENT:

For the purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or direction of removal of an Employee from working under the contract by the U.S. Government. Upon written request, the Company will provide the Union, in a timely manner, with written information concerning the directed removal by the U.S. Government. The directed "decision" on the employee's removal, directed by the U.S. Government will be final.

SECTION 5.02 GENERAL PROVISIONS:

- A. The number of days outlined in Section 5.03 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation

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and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.

- B. In the event the Company, the Union, or the aggrieved employee should fail to comply with the time limits as set forth in this Article, the grievance will move to the next step.

SECTION 5.03 GRIEVANCE PROCEDURE:

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

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

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designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.04 ARBITRATION PROCEDURE:

Grievance processed in accordance with the requirements of Section 5.03 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.03 which remain unsettled shall be processed in accordance with the following procedures and limitations:

Selection of an Arbitrator – Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association (AAA) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

Decision of the Arbitrator – The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within thirty (30) days of the decision the losing side shall be liable for attorney and court costs to enforce compliance including through the courts, absent on order from the FAA or unless the Company files a written request for clarification, then the Company will comply within thirty (30) days of receiving the clarification.

Arbitrator Expenses – The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

Time Limits – The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

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SECTION 5.05 CLASS ACTION:

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

ARTICLE 6

DISCIPLINE

SECTION 6.01 GROUNDS FOR DISCIPLINE AND DISMISSAL:

After completion of the ninety (90) probationary period, as specified in Section 2.05, no Employee shall be dismissed or suspended without just cause, unless the Company is directed by the U.S. Government to be removed the Employee from working under the Employer's contract with the U.S. Government, or if the Employee's credentials are denied or terminated by the FAA. The Company's contract with the U.S. Government sets out performance standards and qualifications for Security Guards the Contract between the Company and the FAA, and all Employees are required to comply with these standards. Failure to do so will lead to disciplinary action.

SECTION 6.02:

It is recognized and agreed between the parties that the Company must maintain and impose high qualifications and standards of performance, quality of work and discipline for Employees because of the Employee's critical role as Security Guards protecting the FAA facility.

SECTION 6.03:

The Company may discipline Employees when necessary and discharge those who fail to uphold standards as described in 6.01 and 6.02 above. It is recognized by parties to this Agreement that progressive discipline may be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable. Disciplinary measures may vary depending on the seriousness of the matter and the past record of the Employee. Discipline shall be subject to the grievance and arbitration procedures with the exception of where the discipline or dismissal is directed by the FAA.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.01 WORKDAY AND WORKWEEK:

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

SECTION 7.02 OVERTIME:

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay only (exclusive of health and welfare and other fringe additions to pay) shall be paid for all post hours actually worked in excess of forty (40) hours in a work week. The Company will comply with all state and Federal Laws concerning overtime.

SECTION 7.03 OVERTIME REQUIREMENT:

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

SECTION 7.04 OVERTIME DISTRIBUTION:

- A. Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
- B. Exclusion: Salaried Company Managers cannot be assigned to cover SO overtime positions or post except in emergency situations or as agreed to by the parties.

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ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES SECTION

SECTION 8.01 CALL -IN PAY:

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

SECTION 8.02 SHIFT BIDDING, HOURS OF WORK, & SENIORITY:

Once each year, Employees at this location may bid their shift schedules among designated assignments in the order of seniority.

SECTION 8.03 WAGE SCHEDULE:

The base rate of pay for Security Guards in all locations are described in Appendix A of this agreement.

SECTION 8.04 PAYDAY:

Payday for all hourly Employees will be after 2 p.m. on the 31st/last day of the month and the 15th following the semi-monthly pay periods of the 1st – 15th and the 16th – 31st/last day of the month, subject to change by mutual agreement.

SECTION 8.05 UNDISPUTED ERROR:

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving sixteen (16) hours of pay or more, will be corrected and paid within five (5) working days.

SECTION 8.06:

The Company may offer the employee the option of utilizing Direct Deposit for the processing of their paychecks.

SECTION 8.07:

The employees pay stub/voucher may reflect any/all benefit time available to the employee, (i.e. vacation and/or sick hours).

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ARTICLE 9

HOLIDAYS

SECTION 9.01 HOLIDAYS DEFINED:

SECTION 9.02 MISCELLANEOUS HOLIDAY PROVISIONS:

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in A above.
- C. A part-time Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee worked during the pay period in which the holiday occurs. A part-time Employee shall be granted a minimum of two (2) hours per holiday with the exception of anyone on extended leave. Part-time holiday proration shall be based on total non-holiday work days in the pay period.
- D. Any part-time Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee worked during the pay period in which the holiday occurs. A part-time employee shall be granted a minimum of two (2) hours per holiday with the exception of anyone on extended leave. Part-time holiday proration shall be based on total non-holiday work days in the pay period.
- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

See Appendix A.

ARTICLE 10

VACATIONS

SECTION 10.01 ELIGIBLE FULL-TIME EMPLOYEES:

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

SECTION 10.02 ELIGIBLE SHARED POSITION EMPLOYEES:

- A. Eligible part-time Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: their individual hourly rate, the number of hours worked in the previous year, and the Employee's anniversary date. Proration shall be calculated based upon the equivalent of a 40 hour work week.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a part-time Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.02, part A (per the Service Contract Act). Proration shall be calculated based upon the equivalent of a 40 hour work week.

SECTION 10.03 SCHEDULING VACATIONS:

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

SECTION 10.04 PAY OPTIONS:

Earned vacation pay, after the employee's anniversary date, will be paid in the pay cycle that is scheduled, approved and taken.

SECTION 10.05 UNUSED VACATION:

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

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SECTION 10.06 TERMINATING EMPLOYEES:

Upon Termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.07 VACATION – LAID OFF EMPLOYEES:

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

SECTION 10.08 VACATION INCREMENTS:

Consistent with Employer approval, efficiency, and economy of operations, Employees with more than two (2) weeks of vacation may take their vacation in segments of less than one (1) week each.

See Appendix A.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.01 LIMITATIONS:

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

SECTION 11.02 MEDICAL LEAVE:

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.

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- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the FAA contract and from employment with Employer.
- E. In the event of injury or illness that is deemed non communicable, the Employee may be granted 'light duty' status at the approval of the COTR in writing to the Company as long as it does not interfere with the business of the FAA. The injury or illness for light duty status must be temporary and cannot be more than thirty (30) days.

SECTION 11.03 MILITARY LEAVE:

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.04 UNION LEAVE:

A Union President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union Conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.05 PROCESSING UNPAID LEAVES OF ABSENCE:

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. And unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Site Lead Security Guard or Regional Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave;
 - 3. The estimated date of return to work.

The Company will respond to the request within four (4) working days.

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- B. The written request for leave of absence shall be submitted to the Regional Manager by the Lead Security Guard for final approval. If the request for the leave of absence is approved by the Regional Manager, a copy of the approved leave of absence will be given to the Employee involved.
- C. Extensions of leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions when granted shall not total more than thirty (30) days.

SECTION 11.06 GENERAL PROVISIONS:

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

SECTION 11.07 JURY DUTY:

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

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.01 PAYMENTS:

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

See Appendix A.

ARTICLE 13

MISCELLANEOUS PROVISIONS SECTION

SECTION 13.01 BULLETIN BOARDS:

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

SECTION 13.02 PHYSICAL EXAMINATIONS:

- A. The Employer shall pay for any physical/medical examination that is required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam

- B. Physical/medical exams, including drug testing, may be required by the U.S. Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment. Should an Employee fail the exam, or be officially deemed medically unqualified by the U.S. Government, they may be re-examined once at the Employee's expense.

- C. The Employer will pay a maximum of two hours, at their regular pay rate, for the time required for the Employee to take the physical exams and to return the forms back to the Supervisor.

SECTION 13.03 BREAK ROOMS:

The Employer will make its best effort to obtain from the U.S. Government break rooms for Security Guards for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative and expense of the U.S. Government.

SECTION 13.04 LOCKERS:

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the Security Guards. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative and expense of the U.S. Government.

SECTION 13.05 UNION MEETINGS:

Neither Union officials nor Union members shall, during working time (excluding unpaid break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union

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activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time.

SECTION 13.06 TRAINING and QUALIFICATIONS:

All training and qualifications, including CPR Training and Gun Qualifications shall be paid a minimum of two (2) hours pay or time spent.

ARTICLE 14

SAFETY

SECTION 14.01 SAFETY POLICY:

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

SECTION 14.02 OSHA STANDARDS:

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

ARTICLE 15

CONTINUITY OF OPERATIONS

SECTION 15.01 NO STRIKES:

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

~ Attachment 1 ~

- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operations of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination.

SECTION 15.02 LOCKOUTS:

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

ARTICLE 16

SEPERABILITY OF CONTRACT

SECTION 16.01:

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

ARTICLE 17

ENTIRE AGREEMENT

SECTION 17.01:

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

~ Attachment 1 ~

DURATION

This Agreement shall be effective from February 3, 2016 through February 2, 2019 and supersedes any and all prior agreements or understandings between the parties.

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

The Whitestone Group/Staffing Inc.

John D. Clark 2/11/16
Signature Date

John D. Clark, Sr.
President

UGSOA International Union

A.M. 2/11/16
Signature Date

Senior Vice President
Title

UGSOA Local 311

Willam blair 3 february 2016

William Blair
Signature
President

Date
3 FEBRUARY 2016

Title
PRESIDENT.

~ Attachment 1 ~

Appendix A

WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

October 01, 2016	\$18.00
October 01, 2017	\$18.45
October 01, 2018	\$18.90

Alarm Monitor/Dispatchers: Shall receive an additional \$1.65 per hour for all hours worked.

Watch Commanders: Shall receive an additional \$2.19 per hour for all hours worked.

Training Pay

Training pay will be paid at the regular hourly rate (no overtime) as noted above in Appendix A.

HEALTH & WELFARE:

Employees will be enrolled in the Whitestone Employee Benefit Program. The Company sponsored Employee Benefit Plan is comprised of Employee Health Insurance and 401k Pension Plan. The health and welfare contribution described in Section 12.01 of the collective bargaining agreement shall be paid into the Whitestone Employee Benefit Program. Employees may, as further described in The Whitestone Group Employee Benefits Plan, opt out of health insurance coverage provided by the Company. The Union agrees that the Company will have the right, in its sole discretion, to take any actions it deems necessary to eliminate the possibility of any fines being assessed for the failure to offer health insurance coverage or the failure to provide adequate and minimum value health insurance coverage, as those terms are defined in the Patient Protection and Affordable Care Act and its implementing regulations. The Union waives its right to bargain over every aspect of the Company's decision

~ Attachment 1 ~

Effective Oct 1, 2016 \$4.50/hours paid up to 40 hours per week of Post time.
Effective Oct 1, 2017 \$4.65/ hours paid up to 40 hours per week of Post time.
Effective Oct 1, 2018 \$4.80/ hours paid up to 40 hours per week of Post time.

VACATION

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

Upon completion of one (1) year of service:	80 Hours
Upon completion of five (5) years of service:	120 Hours
Upon completion of fifteen (15) years of service:	160 Hours

Eligibility part-time employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.01, based on: their individual hourly rate, the number of hours paid, in the previous year, and the Employee's anniversary date. Proration shall be calculated based upon the equivalent of a 40 hour work week.

Any employee who works a full anniversary year, in part as full-time position Employee and in part as a part-time Employee, shall received prorated vacation benefits for that year as calculated for part-time employees. Proration shall be calculated based upon the equivalent of a 40 hour week.

Please see Article 10 for additional information on Vacation

HOLIDAYS

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

New Year's Day	Independence
Veterans Day	Columbus
Christmas Day	Labor Day
Thanksgiving	Martin Luther King
Memorial Day	Presidents Day

Also, any other days designated in writing by employer; or, any day designated by the President of the United States as a permanent National holiday and funded by the Government to the Company.

~ Attachment 1 ~

SICK LEAVE

- A. Each full-time Employee shall be eligible to use a maximum of thirty-two (32) hours of sick leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of sick leave.
- B. Sick leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Supervisor.
- C. Unused sick hours shall not be cumulative from year to year. Any unused, earned sick leave will be paid to the 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 sick leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more sick leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- E. Any Employee who is unable to report to work because of sickness must notify the Employer at least four (4) hours prior to beginning his/her shift in order to be eligible for paid sick leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

BEREAVEMENT LEAVE

Three (3) days of bereavement leave for a maximum total of twenty-four (24) hours may be utilized in the event of death of an employee's family. Parents, siblings, child, step-parent, step-child, stepsibling, spouse, mother-in-law, father-in-law, grandchildren or grandparents.