

K#9305



544-447

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

G4S SECURE SOLUTIONS (USA) Inc

AND THE

**UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA (UGSOA)**

Local 211 RGV, Texas

Effective September 1, 2010 to October 31, 2013

ARTICLE 1

PARTIES AND TERMS OF AGREEMENT

THIS AGREEMENT is made and entered into this September 1, 20010, by and between G4S Secure Solutions USA, hereinafter referred to as the Company, and International Union, United Government Security Officers of America, International Union and UGSOA Local 211, RGV, Texas, hereinafter referred to as the Union(s).

ARTICLE 2

RECOGNITION

Section 1 The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and regularly scheduled part-time armed Transportation Officers, employed by the Employer under the G4S Secure Solutions USA Division contract, Rio Grande Valley Section, but excluding all other Employees, including office clericals, managers, and any other supervisors as defined in the National Labor Relations Act.

ARTICLE 3

WORK OF EMPLOYEES

Section 1 The work of Employees shall be the work presently performed by Employees within the bargaining unit and new or additional bargaining unit work assigned to the unit by the Company. Employees covered by this Agreement shall perform all duties and assignments outlined by the Company, and the Company's client. The Contract Manager and Site Supervisors may be called to perform the duties of a Security Officer only in emergency situations (Security Officer not reporting for duty, late for duty, becoming sick while on shift, etc.) until a bargaining unit member may be called in or whenever necessary to meet client needs.

Section 2 Employees covered by this Agreement are contract service Employees and as such, are covered by the Service Contract Act.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1 Management of the business and direction of the Transportation Officers are exclusively the right of management.

These include the right to:

1. Hire.
2. Assign and reassign work.
3. Promote and to demote.
4. Discipline Employees including suspension and termination for just cause.
5. Require Employees to observe Employer and Client rules and regulations either now or in effect or as may be established during the term of this Agreement.
6. Determine if and when overtime work is required and to assign such overtime as is necessary.
7. Determine the qualifications needed to perform work under this Agreement.
8. To implement and enforce the Employer's policies and procedures either now in effect or as may be adopted during the term of this Agreement.
9. To schedule and/or reschedule Employees consistent with the needs of the Client.

Section 2 Any of these rights powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5
DISCIPLINE AND DISCHARGE

Section 1 The Union recognizes and acknowledges that the Company has the duty of maintaining good discipline among its Employees because the Company is responsible for the efficient operation of its business. The Company recognizes and acknowledges their responsibility to train, counsel, and use a progressive discipline procedure in order to allow all Employees the opportunity to properly provide the services they are hired for.

Section 2 The Company shall have the right to discipline and discharge Employees for just cause. The disciplinary action will be administered within five (5) working days of the offending conduct, excluding Saturday, Sunday, and holidays, unless for operational reasons the five (5) working day period has to be extended, however, disciplinary action will not be withheld for an unreasonable period of time. The Company will provide written notification to the Union of the intent to extend the five (5) day period.

Section 3 In the case of any offense for which an Employee may be discharged, the Company may, in its sole discretion, impose a lesser penalty.

Section 4 After imposing a penalty for an offense, the Company may suspend all or part of such penalty or penalties on condition of good behavior by the Employee concerned for a period of not more than one year.

Section 5 While on Company or Client premises for the purpose of investigating a grievance, an Employee-representative of the Union shall remember he/she represents the Company and the Union and should conduct themselves accordingly. During representation meetings, both parties agree to conduct themselves in a mutually respectable, professional manner.

ARTICLE 6
NO STRIKES/NO LOCKOUT

Section 1 There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, any acts honoring an illegal picket line or any other acts that interfere with the Company's operations or services during the term of this Agreement by the Union, its officers, agents and Employees.

Section 2 The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Such good faith efforts must include, but are in no way limited to the following:

The Union will, as soon as possible, declare to the Union's board and to the Company that such action is unauthorized;

The Union will instruct all Employees involved in the strike or other proscribed activity to immediately cease this violation of their Agreement and to return to work.

Section 3 The Union shall not grieve the unqualified right of the Company to discipline or discharge Employees engaging in, participating in or encouraging any such illegal action.

Section 4 The Employer agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 7

REDUCTION OR INCREASE IN FORCES

Section 1 Bargaining unit seniority shall be calculated from the most recent date of hire, into the bargaining unit.

Section 2 If laid off for lack of work, an Employee shall be retained on the recall list for a period of one year from the date of lay-off or a period of time of equal to his/her total length of service, whichever is less.

Section 3 In the case of a reduction of force Employees will be laid off as follows:

1. All temporary and probationary Employees will be laid off first.
2. Regularly schedule part time Employees working less than thirty two (32) hours per week at the time of the layoff will be laid off by seniority within the part time Employees.
3. Full time Employees will then be laid off in order of their seniority.
4. Any excess hours created by the above action will be offered to the remaining Employees in seniority order. The Company may require all Employees retained from the layoff to assume a forty (40) hour assignment. If an Employee retained from layoff declines to work an increased schedule, the Employee will be subject to layoff.
5. The Employees who remain following the layoff must be immediately qualified to perform the duties required.

Section 4 The Company will make every effort to give the Employees advance notice of layoff. A minimum of one week notice of layoff will be given, provided the Company receives such notice from the client. Employees notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit, which the Employee is qualified to perform, provided no additional professional training is required.

Section 5 Recall from layoff will be in the reverse order in which the Employee was laid off provided the Employee has maintained his/her all qualifications for employment (e.g. CPR/First Aid, physicals, written exams, psychological exams, clearances and firearms/weapons qualifications etc.). Laid off Employees will be notified prior to their anniversary date/expiration of training certificates about times and places for Company provided testing(s) and requalification(s).

ARTICLE 8

PROBATIONARY/TEMPORARY EMPLOYEES

Section 1 Any newly hired Employee shall be deemed to be on probation for a period of six (6) months after completion of all pre employment training, testing and licensing. After he/she has worked such period, the Employee shall gain seniority status and his/her seniority date shall revert back to the first day the Employee earned wages from the Employer for employment under this Agreement. During the probationary period, the Employee may be discharged without recourse to the grievance and arbitration procedures.

Section 2 The Employer shall notify the Union within thirty (30) days of all new Employees hired and setting forth their address, social security number (last four digits).

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1 For the purpose of this Agreement, a grievance shall be defined as a written statement signed by the employee and the Union, which claims that a violation of a specific provision of this Agreement has occurred or a difference arising between the Company and an employee or group of employees exists as to the interpretation or application of any of the expressed terms of this Agreement.

Grievances shall be settled promptly utilizing the following procedure and with a strict adherence to the timeline established. If the time limits contained herein are not followed,

the grievance shall be considered void. This means that the grievance will not be given further consideration nor will it be the subject of arbitration under this Agreement. The parties may agree in writing to extend the time limits on a non precedent setting bases.

STEP ONE – INFORMAL

Any Employee with or without a Union Steward who believes he/she has a legitimate concern may address it with his/her supervisor in an effort to resolve it. The employee shall raise such issue within five (5) days of the event giving rise to the concern. If the matter cannot be resolved informally the employee will reduce their concern to writing within ten (10) days of the event giving rise to the grievance, sign and present his/her grievance to the Project Manager or his designee.

STEP TWO – FORMAL

The employee, with or without his/her Union steward, will meet with the Project Manager within five (5) days after presentation of the formal grievance. The Project Manager shall provide his/her written response to the employee and steward within ten (10) days following the meeting. If still unresolved the grievance will be advanced to Step 3.

STEP THREE- FORMAL

Grievances still unresolved at the Step 2 level will, within ten (10) days of the written response at Step 2, be forwarded to the Local 211 Union President or his/her designee and to the G4S Labor Relations Director who will attempt to resolve the grievance within fifteen (15) days. The Company will provide a written response to the Union within seven (7) days of their meeting (telephonic). If still unresolved the grievance will, within seven (7) days after receipt of the Company's written response, be advanced to Step 4.

Should the Company fail to respond within the time limits provided for above the employee and/or the Union may proceed to the next step of the grievance procedure. Should the employee and/or Union fail to adhere to the time line above to advance his/her grievance to the next step the grievance will be determined to have been withdrawn and void for further consideration under this Article.

ARTICLE 10

ARBITRATION

Section 1 Step Four – Arbitration. Should the parties be unable to resolve the grievance as provided for above, the moving party shall notify the other party of its intent to arbitrate the grievance within seven (7) days following receipt of the Company's written answer at Step Three. The parties may attempt to mutually agree upon an acceptable arbitrator to hear the grievance. If unable to agree the moving party shall notify the

Federal Mediation and Conciliation Service and request a panel of seven (7) names of arbitrators to select from. The first selection/scratch will be by the party requesting the panel. Thereafter the parties shall alternate until one name remains who will be the arbitrator who will hear the grievance. The arbitrator's availability to hear the grievance will be determined and a date for hearing selected. If the arbitrator is not available or does not have a date acceptable to both parties an alternated panel shall be requested. Either party may reject the initial panel and request a second panel from which to select.

The expenses of the arbitrator and the necessary expenses of the hearing shall be shared equally by the parties. Each party shall be responsible for their own expenses and any witnesses they decide to call. If a court reporter is used, that cost will be paid either by the requesting party or mutually if both sides ask for a copy of the transcript.

The arbitrator's authority shall be limited to finding a direct violation of the express purpose of this Agreement or provisions in question rather than an implied or indirect purpose. The arbitrator shall have no authority to modify the discipline imposed unless it can be demonstrated that the Company failed to follow progressive discipline or that the Company did not have "just cause" to impose either suspension or termination. Further, the Arbitrator shall have no authority to add or to subtract from any provision of this Agreement nor shall he/she have the right to either modify or amend a provision hereto. In disciplinary suspension or termination matters the arbitrator may not impose a back pay award beyond ninety (90) days unless it can be demonstrated that the Employer was responsible for the delay and then only to the extent of the delay cause by the Employer.

The parties recognize that the grievance and arbitration provisions of this Agreement are the sole source for the resolution of issues, concerns or grievances arising between the parties within the workplace. As such, Employees are precluded from bringing suits, charges or complaints including Title 7 complaints outside the framework of this Agreement until such time as the Employee has exhausted the remedy available thru the grievance procedure outlined above.

EMPLOYER GRIEVANCE: It is understood that nothing contained herein shall preclude the Employer from filing a grievance under the provisions of this article. Such grievance shall be filed at step three.

ARTICLE 11

HOURS OF WORK

Section 1 Forty (40) hours within the seven (7) day work week defined below shall constitute a week's work. The workweek shall be from Monday 0001 to 2400 Sunday, exclusively. The provisions of this article are intended merely to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates. Nothing shall be construed as a guarantee by the Company of any specific number of hours of work per day or per week or as a limitation on the hours of

work per day or per week, nor shall the language of this section in any way restrict the Company from scheduling various shifts necessary to meet its clients' needs.

Section 2 An employee who is called in to work will be guaranteed a minimum of four (4) hours of work or pay. An employee who volunteers to leave prior to the completion of the four (4) hours will be paid for the actual time worked.

Section 3 When a schedule change occurs an employee is not notified and as a result two (2) employees report to work for the same shift the senior employee(s) will be given the first option to work or leave.

ARTICLE 12

OVERTIME

Section 1 Overtime payment shall be as follows:

At the rate of time and one half for hours worked in excess of forty (40) hours in any given workweek.

The overtime wage shall not include any fringe benefit payment.

Leave time is always disregarded in computing overtime.

Holiday, vacation, funeral and all other hours paid, but not worked shall not be included into the computation of Overtime.

Section 2 The Company shall make every reasonable effort to distribute overtime on a fair and equitable basis. The Company and the Union agree to the following Overtime distribution procedure.

- **Overtime Log:** There will be an Overtime Log maintained by the Company which records all overtime offered and worked as well as all overtime offered and declined. This log will be available to the Union for their review.
- **Overtime List:** Should the Company need to fill open positions it will utilize the Seniority list. Starting at the top of that list, the Company will go down the list calling in seniority order until the overtime position is filled. The next time overtime is needed the Company will start calling at the next name on the Seniority List.
- **Mandatory Overtime:** If the Company is unable to fill the necessary overtime from the Seniority List it will then force overtime from the bottom of the Seniority List. Once forced the employee's name will then be rotated to the top of the Seniority List and will not be forced again until employees below him/her have been forced.

- **Last Minute Overtime:** The Company and the Union agree that overtime resulting from last minute call-offs or other emergencies can be assigned to the first officer who can be reached. Until an officer is reached and agrees to come in the Company retains the right to post a supervisor in order to cover the open position.
- **Overtime List Sign Off:** Employees will have the opportunity, three (3) days after the Seniority List for Overtime is posted to remove their names from said list. Failure to remove their names means that the employee wishes to be called for overtime. Should the employee refuse, when contacted, to work the overtime they will, after the third refusal be removed from the overtime call list.

DOT: The Company retains the right to by-pass an employee for an overtime position when such overtime will place the employee in violation of DOT hours worked regulation or restrictions.

ARTICLE 13

SCALE OF WAGES

Section 1 The Company agrees to pay not less than the following minimum wage rate:

Job Position Rate	Guard II \$23.40
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Section 2 The Union and the Company agree to meet and confer on or before 1 October, 2010, 1 October 2011 and 1 October 2012 to negotiate wages.

Section 3 New hire and incumbent personnel, while attending annual or refresher training specific to the work site, will be paid at the wage rate established in Section 1 of this article. If attendance at training classes results in the Employee working overtime, the above pay rates will be paid at time-and-a-half.

ARTICLE 14

HOLIDAYS

Section 1 The following paid holidays will be provided annually:

New Year's Day	4 th of July
Martin Luther King, Jr. Birthday	Labor Day
President's Day	Veteran's Day

Columbus Day

Thanksgiving Day

Memorial Day

Christmas Day

Section 2 All holidays shall be observed on the day designated by the Company.

Section 3 Holiday pay will be administrated according to CFR 29, sections 4.174 and 4.176 (attached) and the G4S Policies and Procedures manual.

Employees regularly working 36 hours or more per defined workweek will receive the full eight (8) hours holiday pay.

All other Employee's holiday pay will be administrated in the following manner:

(a) Employees receive holiday pay based upon the number of hours worked in the previous defined workweek. Holiday hours paid to an Employee is calculated as the number of regular hours worked (regular productive, training hours, holiday, and authorized vacation taken) divided by thirty-six (36) hours. The result is multiplied by eight (8) hours.

(b) The maximum amount of holiday pay earned by any Employee as a result of this calculation shall not exceed eight (8) hours. Holiday pay will be recorded and paid in whole number increments only; decimal places will not be considered.

Section 4 An Employee that performs no work during the workweek in which a named holiday occurs is not entitled to holiday pay in accordance with 29 CFR 4.174 of the Service Contract Act.

Section 5 If an Employee works a holiday or is called in when not scheduled their schedule later in the defined workweek will not be adjusted without the Employee's approval.

ARTICLE 15

VACATION

Section 1 The following Vacation schedule will be observed:

After 1 Year

80 hours

After 5 Years

120 hours

Section 2 Vacation will be administrated according to CFR 29, sections 4.173 and 4.176 and the G4S Secure Solutions USA Policies and Procedures manual.

Employees whose pay records indicate that they regularly worked 36 hours (including regular productive, training, holiday, and authorized vacation taken) or more per defined workweek from the prior year's Seniority anniversary date to the current year's Government Seniority anniversary date will receive the full maximum hours of vacation earned for their years of service.

Section 3 A vacation schedule will be posted each quarter. Employees will submit their vacation preference in writing by seniority. When two (2) or more employees request the same vacation the employee with the greater seniority shall be awarded the vacation. Thereafter, employees will be awarded vacation time off on a first come basis based upon the needs of the business. The Company will provide written approval of vacation.

Section 4 The Employee may utilize vacation time to which they are entitled, with approval from the Contract Manager or Site Supervisor in accordance with G4S Secure Solutions USA Policies and Procedures.

Section 5 The Company reserves the exclusive right to schedule and change due to operational emergency situations the vacation time of each Employee and to generally administer the vacation plan to assure efficient and orderly operation of the Company.

Section 6 Employees who are absent from work due to personal illness of three (3) or more days may elect to use earned and unused vacation time.

Section 7 All vacation will be available to the Employee at the Employee's Government Seniority date.

Section 8 An Employee who is terminated or resigns from the employ of the Company shall receive all accrued and unused vacation at the straight time rate of pay.

ARTICLE 16

JURY/WITNESS DUTY

Section 1 An Employee shall notify the Company that they have been summoned for jury duty within twenty-four (24) hours after the receipt of a jury duty summons and shall notify the Company that they have been excused or released from jury duty within twenty-four (24) hours after being excused or released. An Employee will be released from their work assignment service for each day that they are required to serve jury duty.

Section 2 Any security officer who witnesses an occurrence, which is in connection or related to the contract between the Company and the client, and as a result of the witness of said occurrence and pursuant to proper subpoena, has to testify in court as part of his duty as a security officer employed by the Company, will be paid the difference between the fee received for such services and the amount of straight-time earnings lost by the Employee by reason of such service as witness duty pay, provided that the Employee submits evidence of the total amount received as a witness and the total amount of court time spent as a witness, up to a limit of forty (40) hours total per week.

Employees shall report for duty as assigned and will be relieved when the attorney calls them for witness duty. Upon release from witness duty, Employees shall report back to work to finish their shift. Any other type of jury or witness duty is unpaid leave.

Section 3 Witness duty pay will not be paid in addition to any other type of pay for the same days. The hours paid for, but not worked, will count as leave with pay.

ARTICLE 17

BEREAVEMENT LEAVE/OTHER LEAVE

Section 1 Employees will be allowed up to three (3) days off without pay in order to attend the funeral of a family member to include Father, Mother, Brother, Sister, Spouse and Child. Employees will be allowed one day without pay for Mother and Father In-laws and Grandparents. Employees may elect to use earned vacation time to be used to cover necessary absence due to attendance for family members.

Section 2 Notices of intent to be absent on bereavement leave shall be given by the Employee to the Contract Manager or Site Supervisor in accordance with G4S Secure Solutions USA Policies and Procedures.

Section 3 No more than three days (3) as applicable, consecutive work days will be allowed should more than one (1) death occur in the immediate family within any three (3) day period.

Section 4 No absence shall be granted in cases where, because of the distance or other cause, the Employees do not attend the funeral of the deceased.

Section 5 Bargaining Unit seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

ARTICLE 18

CONFLICTS WITH THE LAW

Section 1 In the event any federal or state law conflict with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

Section 2 The Company and the Union will negotiate with respect to any provision of this Agreement deemed no longer operative by Law.

ARTICLE 19

SAFETY and HEALTH

Section 1 The Company agrees to maintain conditions of health, safety and sanitation in conformity with all applicable federal and state laws, OSHA.

Section 2 The G4S Secure Solutions USA Safety manual and all modifications thereto are incorporated herein.

ARTICLE 20

UNPAID and UNION LEAVES OF ABSENCE

Section 1 The Company will permit an authorized representative of the Union an unpaid leave of absence to attend meetings and/or conventions of the Union, provided a written request is received by the Contracts Manager two (2) weeks prior to the beginning of such leave and providing that this leave doesn't negatively impact Company operations. In no event will more than two (2) Union representatives be permitted leave under this provision. The maximum period of such leave shall be seven (7) days total.

Section 2 Unpaid Leaves of absence other than Union business will be made in conformance with G4S Secure Solutions USA Corporation Policies and Procedures.

Section 3 Unpaid leaves of absence will not be counted as hours worked.

ARTICLE 21

UNION REPRESENTATIVES

Section 1 There shall be no Union business conducted during an Employee's work time or in any work areas of the client nor shall the Union use the client's or Company's computers, printers, copy machines, etc., to communicate Union related business. Any matters related to grievance handling or investigation shall be conducted during non-work time and in non-work areas.

Section 2 The President, or Chief Steward as applicable, will give seven (7) working days notice to the Contract Manager or site Supervisor to allow for replacement to be reasonably obtained to stand in for the President or Chief Steward at the applicable post.

Section 3 The Company will not be forced to call in an off duty employee or hold over an employee to stand in for President or Chief Steward as applicable.

Section 4 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.
- b. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible. The Company will not be responsible for paying the steward for time spent in this regard.

Section 5 The Company recognizes the right of the Union to designate local union officials outside of the defined unit.

ARTICLE 22

DUES CHECKOFF

Section 1 The Company agrees to deduct dues as designated by the Union on a semi-monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. At the time that dues are remitted by the Company to the Union, the Company will submit a list of the names with hire date of the Employees hired under this Agreement during the same month for which the Company is remitting dues to the Union.

The Company will remit all such deductions to the Local 211 Union Financial Treasurer by the 15th of the month following the month in which the dues are deducted, via regular check. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and are corrected when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

Section 1.1 UNION SECURITY (WHERE APPLICABLE BY LAW)

- a. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- b. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, as a condition of continued employment, within ten (10) days after the 30th day following the effective date of this Agreement either:
 1. Become a member of the union and remain a member.
 2. As an employee, who objects to the expenditure (by the union) of the monies for purposes unrelated to collective bargaining activities pursuant to the "Beck vs. CWA (as amended) shall be required to pay a monthly fee equivalent to a representational percentage of the monthly dues amounts as documented for expenditure of the previous

year of the Local and the International.

3. Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the employee's individual behalf. Further, any employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- c. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, the Union shall provide documentation to the Company requesting that an employee be discharged. The effective date will be no sooner than six (6) weeks after the date of notice which has been given to the Company. The notice shall also contain reason for the request for discharge (i.e., failure to tender dues/service fees to the Union). The Company will inform the employee of his/her impending discharge effective date upon receipt of the notice. In the event the Union subsequently determines that the employee has remedied the payment prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.
 - d. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities arising out of the Company's compliance with the provisions of this Section.
 - e. This Section is subject to controlling law and jurisdiction, or competent court of last resort.

ARTICLE 23

POSTING / BULLENTIN BOARDS

Section 1 The Company shall make a bulletin board for use by the Union for the posting of notices at the Companies Harlingen Office. It is understood that such notices will be related to Union business only.

Section 2 It is understood that where space cannot be made available, then a Union Bulletin Book may be provided for the same purpose. A designated Union official may only remove notices posted by the Union. The Company reserves the right to remove any item deemed derogatory to the Company, Company Client or Company subsidiaries and the Company agrees to notify the Union promptly when this occurs.

ARTICLE 24

HEALTH AND WELFARE BENEFITS

Section 1 The Company will pay to each Employee \$3.35 per regular hour worked, including regular productive, authorized vacation taken, holiday and training, health and welfare pay for the purpose of purchasing medical related insurance, up to a maximum of 40 hours per defined workweek and 2,080 hours per year.

Section 2 The Union and the Company agree to meet and confer on or before 1 October, 2010, 1 October 2011 and 1 October 2012 to negotiate health and welfare.

ARTICLE 25

FILLING A VACANCY

Section 1 Unless specifically described herein, when a new position occurs within the established Bargaining Unit in any classification, it will be posted for a period of fifteen (15) days setting out the position and qualifications. During the fifteen (15) day posting requirement, the Company may temporarily assign any qualified Employee to cover the position for a period not to exceed thirty (30) calendar days. All eligible Employees will be allowed to bid on said position. Vacancies will be offered first by Local, and then Companywide.

Section 2 Interested employees must complete an application for the posted position and file it by 10:00am Central Standard Time on the Monday following the posting period.

Section 3 When a vacancy occurs, the vacancy will be offered to the most qualified employee who meets the requirements for the job vacancy. If an Employee is deemed unsuitable for a particular assignment, the Company will provide all documentation and reasoning for determining this unsuitability, to the Union.

ARTICLE 26

SENIORITY

Section 1 Any newly hired Employee shall be deemed to be on probation for a period of six (6) months after completion of all pre employment training, testing and licensing. Seniority shall be the length of continuous service from the Employee's last date of hire

as an Employee in the bargaining unit (for the Employer or a predecessor contractor). Seniority shall not accrue until the Employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, and other situations as provided for in this Agreement.

Section 2 Newly hired or promoted Employees shall be regarded as probationary Employees for the first six (6) months they work. During their probationary period, probationary Employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate without recourse to the grievance and /or arbitration provisions contained herein, which provisions, which respect to probationary Employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union, may extend any probationary period up to one additional period of thirty (30) DAYS OF WORK. Upon successful completion of the probationary period, the Employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the Employee's date of hire.

Section 3 Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An Employee's standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for Employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 4 Each Employee shall notify the Employer's corporate office in writing on his/her current post office address and telephone number and any subsequent change of name, address, and telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer.

Section 5 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 under the terms of this Agreement
- (c) The Employee fails, within five (5) working days after receipt of the Employee's notice of recall to report to work as required by the notice;
- (d) A settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer; or
- (e) The Employee is laid off for a continuous period of one (1) year or the length of his/her seniority at the time of layoff, whichever is less.
- (f) The Employee fails to perform any work for the Employer for a period of one (1) year or the length of employment whichever is lesser.
- (g) The Employee fails to call off for work scheduled except for circumstances

beyond their control.

Section 6 Employees who voluntarily leave the bargaining unit, for other work not covered by this Agreement, and later return to the bargaining unit, will start with a new seniority date beginning the day they begin working again on a job within the bargaining unit. This Section shall not be applicable to a Military Activation under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 27

PERSONAL DATA

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

ARTICLE 28

GENERAL

Section A – Drug Testing

The Company shall have the right at any time to establish, administer, or change a drug and alcohol abuse prevention program in accordance with the DHS contract and all modifications thereto, federal and state regulations. The Company shall have the right at any time to test Employees for drugs or alcohol and to discipline Employees based on the results of such tests. The Company shall provide the Employees with policy on random drug testing.

Section B – Policy Manuals

The Company shall provide each Employee with a copy of the G4S Corporation policy and procedure handbook.

Section C – Travel

Travel expenses will be reimbursed at the rate which the client reimburses the Company.

ARTICLE 29
PHYSICAL EXAMS

Section 1 The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. The Employer may designate the physician or clinic, at its discretion. Employer shall pay the Employee a minimum of two (2) hours at their regular straight time rate of pay for time spent taking an Employer required medical examination, plus one hour travel time.

Section 2 The Company may, at any time with cause, order an Employee to undergo medical examinations, at the Company expense. The Company will make available the examination results to the Employee if it is determined by competent medical evaluation that the Employee in question is not physically fit for duty.

Section 3 The Employee may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examinations made by the licensed physician employed by the Company. A second doctor's opinion must be made within the scope of the requirements for physical fitness. These requirements must be supplied to the Union during the negotiations that culminated in this Agreement and to the affected Employee at the time of the requested second opinion.

Section 4 A copy of the findings of the physician chosen by the Employee shall be furnished to the Company and in the event that such findings verify the findings of the physician employed by the Company, no further medical review of the case shall be afforded.

Section 5 No Employee will lose time taking an Employer required exam.

ARTICLE 30
STATE LICENSE

The Employee shall notify their immediate supervisor, in writing, two (2) months in advance of the expiration of their certification to carry a weapon as a Security Officer. The Company will return all necessary documents and applications to the Employee for completion of their renewal not less than 72 hours upon receipt of the Employee notification.

ARTICLE 31

Duration

This Agreement shall be in effect from September 1, 2010 through and including October 31, 2013. This Agreement shall automatically renew itself from year to year thereafter unless the Union gives a written notice to the Company no less than sixty (60) days, but no more than ninety (90) days prior to October 31, 2013, or no less than sixty (60) days, but no more than ninety (90) days prior to October 31 of any subsequent year thereafter of its desire to terminate this Agreement.

. In the event that the U.S. Government, herein referred to as the Client, terminates the current or any succeeding Service Contract with the Company for security services in RGV, Texas and surrounding areas this Agreement shall be passed on to the successor to extent that the law would make the provisions of this Agreement binding.

Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is otherwise agreed to, be sent by "electronic or facsimile," to the following addresses with respect to the Company and the respective Union(s) concerned:

Company:

G4S Secure Solutions (USA) Inc.
4200 Wackenhut Drive
Palm Beach Gardens, FL 33410-4243

Union:

UGSOA International Union
8620 Wolff Court, Suite 210
Westminster, CO 80031

UGSOA Local #211
P.O. Box 1723
La Feria, TX 78551

SIGNATURES

IN WITNESS THEREOF, the parties have caused their representatives to sign this Agreement on (To be determined), as full acknowledgment of their intention to be bound by the Agreement.

For: United Government Security Officers
of America (UGSOA)

For: G4/S Secure Solutions (USA) Inc
Government Services

By: *Desiree Sullivan*
Ms. Desiree Sullivan, International President
UGSOA

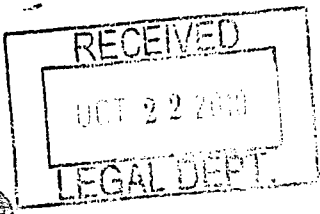
By: *[Signature]*
Mr. Kevin Johnson, Vice President
G4/S Secure Solutions (USA) Inc

By: *George Gonzalez*
George Gonzalez, President Local 211 UGSOA

BY: *[Signature]*
Mr. Danny Montoya, Project Dir.
G4/S Secure Solutions (USA) Inc

By: _____

By: *[Signature]*
Mr. Paul Nagy Deputy Project Dir.
G4/S Secure Solutions (USA) Inc



OCT 19 2010

Memorandum of Understanding: Schedule Bidding Process

Section 1. The following procedure shall occur at least once per year and otherwise at any time management decides it is necessary. The Company shall produce a seniority list for the Union President's review and approval at least ten (10) calendar days prior to the start of the bidding process. The Union President shall also consult with the Chief Steward, who will also sign off on the list making it a valid listing. The Union President and Chief Steward will complete the review and approval process at least three (3) calendar days before the start of the bidding process. The Company will attempt to start the bidding process thirty (30) days prior to bid.

- A. Each employee will receive a copy of the schedule and a bid "call-in" time. It is the officer's responsibility to call into the office at his or her selected day and time. (For example John Doe 11-11-00 at 0800-0815). If an officer misses the call-in time, it will not be the responsibility of the Company to make contact with that officer. The officer that misses his or her call time will be allowed to bid when he or she calls in however, all officers who have already bid will not be bumped due to that officer's tardiness in bidding.
- B. The Captain or Lieutenant with the Union President will accept the bids during normal working hours, Monday through Friday. If they are unavailable they will appoint another member of management to receive the bids. Officers may also bid "in person" at a designated location.
- C. Once an officer has placed a bid, it will be considered FINAL when the next senior officer bids. It then will become permanent and no change will be considered or accepted, until the bidding is completed. When the bidding is final, an officer's bids cannot be changed except for what has been agreed upon in this Article.

United Government Security
Officers of America (UGSOA)

By: Eric McMillen
(signature)

Eric McMillen Director
(printed name and title)

Date: 10-12-10

Local 211,
UGSOA

By: George Gonzalez
(signature)

George Gonzalez
(printed name and title)

Date: 10-18-10

G4S Secure Solutions (USA) Inc.

By: Fred Seelman
(signature)

Fred Seelman, Managing Counsel - Labor Relations
(printed name and title)

Date: 10/25/10

544-447


ADDENDUM

On January __, 2011, G4S Secure Solutions (USA) Inc. (the "Company") and the United Government Security Officers of America (UGSOA) and its affiliated Local 211 execute this Addendum amending their Collective Bargaining Agreement for the Division contract, Rio Grande Valley Section dated September 1, 2010 – October 31, 2013, as follows:

1. **Wages**, Article 13, Section 1: From August 30, 2010 through August 29, 2011, the Company agrees to pay not less than the following minimum wage rate: Job Position Rate Guard II 24.11.

2. **Health and Welfare Benefits**, Article 24, Section 1: From August 30, 2010 through August 29, 2011, the Company will pay to each Employee \$3.50 per regular hour worked, including regular productive, authorized vacation taken, holiday and training, health and welfare pay for the purpose of purchasing medical related insurance, up to a maximum of 40 hours per defined workweek and 2,080 hours per year.

**United Government Security Officers
of America (UGSOA)**

By: 
(signature)

Eric McMillen Director
(printed name and title)

UGSOA Local #211

By: _____
(signature)

(printed name and title)

G4S Secure Solutions (USA) Inc.

By: _____
(signature)

(printed name and title)

544-447