

**AGREEMENT BETWEEN OFFICE & PROFESSIONAL INTERNATIONAL
UNION, LOCAL 30
and
BAECHLER INVESTIGATIVE SERVICES**

09-01-2011 THROUGH 09-01-2014

THIS AGREEMENT entered into, at San Diego, California, this 30 day of August 20 11 by and between Baechler Investigative Services, its assignees, heirs or successors, hereinafter designated as the Employer, and the Office and Professional Employees International Union, Local 30, affiliated with the Office and Professional International Union, AFL-CIO,CLC, hereinafter called the Union.

WITNESSETH

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

SEC. 1. The Employer shall recognize the Union for the purpose of collective bargaining with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agency for all office employees coming under the jurisdiction of this Agreement.

The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the Union and the Employer.

ARTICLE 2 - UNION SECURITY

SEC. 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, immediately after the 31st day following the effective date of this Agreement, become and remain members in good standing in this Union.

SEC. 2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, immediately after the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

A. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of Initiation Fee and Regular Monthly Dues, and other fees required by the Union's Bylaws.

B. Employees who do not comply with the provisions of this section shall be discharged by the Employer upon the request of the Union.

SEC. 3. The Union shall maintain an open and non-discriminatory list of employees available, and shall not discriminate in matters of referrals because of age, sex, race, color, creed, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964 and the California Fair Employment Practices Act.

SEC. 4. There shall be no discrimination by the Union or the Employer in hiring, promoting, severance or Union membership because of age, sex, race, color, creed, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964 and the California Fair Employment Practices Act.

ARTICLE 3 - RIGHTS OF MANAGEMENT

SEC. 1. The right to hire, promote, transfer or discharge, to maintain the efficiency of employees, to determine work schedules are management prerogatives, except that any grievance arising out of promotion, transfer or discharge shall be adjusted through the grievance procedure set forth in Article 12.

SEC. 2. The Employer retains the exclusive right to determine the competence and qualifications of the applicants who are referred and shall be free to select the applicant of his choice.

SEC. 3. The Employer upon hiring each employee shall make known to them the duties they are expected to perform, and from whom they are to receive their instructions as to policy and procedure for the establishment, including that it will be just cause for immediate discharge for any employee: (a) to knowingly divulge to any other person or to the Union any confidential matter relating to the Employer's business, unless such disclosure is made in the proper performance of the employee's duties and, (b) to knowingly involve themselves in Local Union politics against their Employer.

ARTICLE 4 – WORKING HOURS AND OVERTIME

SEC. 1. The regular workday for full time hourly employees shall consist of up to eight (8) consecutive hours exclusive of lunch period, as assigned by the Employer between 7:30 am and 5:30 pm., Monday through Friday.

SEC. 2. Any work performed in excess of the regular workweek shall be considered as overtime and shall be paid at the one and one-half (1 1/2) time rate except as provided in the sub-sections of this section.

- A. Employees may, at their option request compensatory time (comp time) in lieu of overtime wages. Work performed on Sundays shall be paid for at two (2) times the regular hourly rate.
- B. Employees called back after their normal working hours have ended, shall be guaranteed a minimum of not less than two (2) hours of pay. Any work performed on Saturday, in excess of eight (8) hours will be paid at the one and one-half (1 1/2) time rate, providing the employee has worked the regular work week.

SEC. 3. Only authorized time shall be compensated.

SEC. 4. The lunch period shall be one (1/2) hour each day, between the hours of 11:00 a.m. and 2:00 p.m.

SEC. 5. All employees shall receive a mid-morning and mid-afternoon rest period of fifteen (15) minutes each.

SEC. 6. All time paid in accordance with this Agreement shall be considered as time worked for the purpose of Pension, Health and Welfare and seniority, with the exception of vacation payoff and severance pay.

ARTICLE 5 - WORKING CONDITIONS

SEC. 1. Minimum wages and classifications shall be shown in exhibit "A" attached hereto and hereby made a part of this Agreement.

SEC. 2. Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

SEC. 3. It is understood and agreed that no employee coming under the jurisdiction of Local Union 30 already in the employ of the Employer shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

SEC. 4. It is agreed that all employees shall be paid bi-monthly.

SEC. 5. It is understood and agreed that in the event of the creation of a job classification or type of work not herein provided for, the Employer and the Union shall meet and negotiate the rate of compensation and other conditions of employment not overlooking the provisions contained in Article 6-Technological Changes and Promotional Opportunities. Any employee working in two classifications shall receive the, higher rate of pay for the time worked in the higher classification.

SEC. 6. Any employee required by the Employer to work thirty hours or less in one week shall be considered a part-time employee.

SEC. 7. Any employee who is requested by the Employer during the course of employment to use their motor vehicle will be compensated at .30 per mile. Any employee who refuses to use their motor vehicle during the course of employment may do so without prejudice. If the employee is temporarily assigned to a work location other than the normal work location, they will be compensated for only the additional net mileage in excess of miles from employee's residence to the normal work place.

SEC. 8. The cost of any bond or notaries fees required of office employees who are covered by this Agreement shall be paid by the Employer.

SEC. 9. Prohibition of Individual Contracts - No employee covered hereby shall be compelled or allowed to enter into an individual contract or agreement with the Employer, varying any of the terms or conditions contained in this Agreement.

ARTICLE 6 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES

SEC. 1. Qualified employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant job. An employee who is awarded a new job through the operation of this Article shall be on a six month (180) day probationary period for said job and/or at the option of the Employer this probationary period may be reduced to 3 month (90) days. The probationary period shall start after completion of any needed training. During that probationary period, the employee may be returned to their former job if found by the Employer not to be qualified to perform the new job. Due to the nature of the job, the training period may be considered as one year.

SEC. 2. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs. The Employer, when feasible, will coordinate on-the-job training to assist and qualify the employee to perform the requirements of that classification with the understanding that the employee will avail himself/herself of other than on-the-job training opportunities (outside of the workplace and on their own time) in order to prepare and meet the qualifications of said classification or position.

ARTICLE 7 – VACATION

SEC1. Each full time employee, after having been in the employ of the Employer for a period of one (1) year, shall be entitled to five (5) working days vacation with pay; after five (5) years employment, ten (10) working days vacation with pay; after fifteen (15) years employment, fifteen (15) working days vacation with pay. This vacation shall be earned on a pro rata basis.

SEC. 2. In the event of termination, after six (6) months of employment, the employee shall be entitled to vacation pay prorated.

SEC. 3. The Employer may, at his option, require tentative vacation schedules to be posted on or before January 31st each year.

SEC. 4. Employees may save up to two years earned vacation time, however if circumstances prevent an employee from taking vacation during any given year, such employees shall be paid for all earned but unused vacation in addition to regular pay, by the anniversary date of employment.

SEC. 5. A regular part-time employee shall earn vacation on a pro-rata basis commencing at six (6) months of continual part time employment.

SEC. 6. Employees otherwise entitled to a vacation with pay can request an additional week's vacation (unpaid leave) at their own expense upon approval of the Employer. Seniority will not be interrupted during such leave.

SEC. 7. Employees shall have the option of taking all earned vacation or dividing it into two or more periods of their choice, upon approval of the Employer.

SEC. 8. Upon request, employees may receive earned vacation pay prior to the start of their vacation.

ARTICLE 8 - LEAVES

SEC.1. Maternity Leave for pregnancy shall be granted in accordance with the following formula:

An employee may continue in employment during pregnancy provided she is able to satisfactorily and safely do so.

During maternity leave, the employee shall be paid all accumulated vacation leave in accordance with this Article. Such employee must indicate in writing her desire to return to her former position upon termination of disability and must be ready and able to return to work not less than six (6) weeks nor more than three (3) months after the birth of the child or within thirty (30) days in the event of miscarriage. Any employee not conforming to this Section, except in the case of extended disability, confirmed in writing by a physician, shall lose all rights to seniority.

C. Paternity leave for ten (10) working days shall be granted upon request and shall taken without pay or deducted from accrued sick leave or vacation time at the option of the employee.

SEC. 2. Bereavement Leave

Paid bereavement shall be granted to all full-time employees subject to the following limitations:

- A. Employee's spouse or child - five (5) days.
- B. Employee's parent, brother or sister - three (3) days.
- C. Grandparent, grandchild, spouse's parent, spouse's brother or sister, child's spouse - one (1) day.
- D. Payment of bereavement leave is contingent upon employee attending the funeral.
- E. Employer may require proof of attendance.

SEC. 3.. Temporary Replacement

The Employer may employ a temporary replacement for an employee on any authorized leave of absence.

SEC. 4. Service and Seniority

The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absences described and set forth in this Article.

ARTICLE 9 - HOLIDAYS

SEC. 1. The following five holidays are hereby designated as holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. An additional ½ day on Christmas Eve and/or New Years Eve may be granted at the discretion of the Employer.

SEC, 2. Any of the above recognized holidays falling on Sunday will. be observed the

following Monday and any of the above recognized holidays falling on Saturday will be observed the preceding Friday unless the Employer and the employees mutually agree to an additional day off in lieu thereof.

SEC. 3. All employees not required to work on any of the above mentioned holidays, or days observed in lieu thereof, shall nevertheless be paid for such time not worked at their regular rate of pay, if the employee works the work day before and work day after the Holiday, or is on approved vacation or leave.

SEC. 4 .Holidays falling during an employee's vacation period shall entitle the employee to an additional day(s) vacation.

ARTICLE 10 – SENIORITY

Employees shall be considered probationary for a period of eighteen (18) months from date of hire, during which period they shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employee may be terminated during period without any recourse whatsoever. Thereafter, seniority shall be effective as of the original date of hire.

ARTICLE 11 - GRIEVANCE PROCEDURE

SEC. 1. In the event any dispute should arise as to the interpretation of this Agreement, or in regard to the enforcement of its provisions by the parties' signatory thereto, the Business Representative or any other duly authorized official of the Union shall meet with the Employer or his duly authorized representative in an effort to adjust the matter.

SEC. 2. In case of a discharge or suspension, the grievance must be filed in writing with the Union by the employee, or the Employer, within five (5) working days of the discharge or suspension. All other grievances must be filed within five (5) working days after the grievance occurs or after the employee becomes aware of the occurrence.

SEC. 3. If a satisfactory adjustment of the grievance cannot be reached within five (5) working days after the grievance is submitted, then the entire matter may be submitted in writing at the request of the Union or the Employer to the Federal Mediation and Conciliation Service for an attempt to reach an agreement.

SEC. 4. If the Federal Mediation and Conciliation Service fail to effect an agreement between the parties involved, then the entire matter may be submitted to Arbitration upon written request of the Union or the Employer.

SEC. 5. The parties agree to meet within ten (10) working days following receipt of the panel of Arbitrators to select the Arbitrator.

SEC. 6. The Arbitrator shall be selected from an odd numbered list on a panel to be submitted by the American Arbitration Association. The parties hereby agree that they will proceed to arbitration under the expedited labor arbitration rules of the American Arbitration

Association. In the event one of the parties chooses not to participate under this Article the Arbitrator shall proceed ex parte. The Arbitrator's decision shall be final and binding on all parties. The cost of the arbitration shall be equally shared by the Employer and the Union.

ARTICLE 12 - HEALTH AND WELFARE PLAN

SEC.1 A Health and Welfare, Dental and Eyecare plan shall made available through the Union to all employees coming within the scope of this agreement, at the current level of benefits.

SEC 2. Employees may opt out of this plan, but if elect to participate shall be responsible for the cost of the Health and Welfare, Dental and Eyecare plan.

ARTICLE 13 – SUBCONTRACTING

All work shall be performed on an hourly basis subject to the terms of this agreement.

ARTICLE 14 - SAVINGS CLAUSE

Should any portion 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 a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 15 - DEDUCTIONS

SEC. 1. Upon receipt of authorization signed by the employee, the Employer shall deduct from the employee's pay, initiation fees (two equal installments), monthly dues and voluntary contributions to the OPEIU Voice of the Electorate (VOTE) payable to OPEIU Local 30 by the fifteenth (15th) day of the following month in an amount directed by the Union for the period specified, so long as the employee remains in the bargaining unit.

SEC. 2. If an employee chooses to join a credit union that has a collective bargaining agreement with OPEIU Local 30, and upon signed authorization by the employee, the Employer shall deduct from the employee's pay contributions, payments, etc., as per authorized and forward same to the authorized credit union.

EXHIBIT A - WAGE RANGES

Office Operations (Support Services)

Part time 10.00 - 13.00 (Hourly)

Full Time 12.00 - 15.00 (Hourly)

OPEIU 30/Baechler Investigative

This Agreement shall become effective 1 Sept 2011 and shall continue in full force and effect until 31 August 2011 and from year to year thereafter, unless either party notifies the other sixty (60) days in advance of the anniversary date of its intention to modify, amend or terminate the Agreement.

UNION:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL,
LOCAL UNION 30

Signed this 30 day of August, 20 11.

Mary Ellen Fouell
Business Representative

EMPLOYER:

BAECHLER INVESTIGATIVE SERVICES

Signed this 29 day of August, 20 11.

Anthony J Baechler