

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2008-2083
Revision No.: 0
Date Of Last Revision: 5/16/2008

State: District of Columbia

Area: Statewide

Employed on DHS/ICE/FPS- East Consolidated Contracts Group contract for Guard Services for 800 K Street NW, Washington D.C..

Collective Bargaining Agreement between contractor: SecTek, and union: The United Union of Security Guards, effective 2/1/2008 through 1/31/2010.

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).

AGREEMENT


between

SecTek, Inc.

And

**The United Union of Security Guards
For Guard Services
at Tech World
800 K Street NW, Washington DC**

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PREAMBLE

I. This Agreement is entered into by and between SecTek, Inc., (hereinafter referred to as the "Company" or "SecTek") and the covered employees of the Company (as defined in Section 1.2) located at 800 K Street, N.W. Washington, D.C. and the United Union of Security Guards UUSG (or its lawful successor in interest) (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement is effective February 1, 2008.

II. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

III. It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

IV. The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair days work for a fair days pay.

ARTICLE 1 - RECOGNITION

SECTION 1.1 - Recognition of Union. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of "employees" as defined in Section 1.2 of this Agreement.

SECTION 1.2 - Employees. Whenever used in this Agreement, the term "employees" shall mean all full-time and regular part-time security officers and shift lieutenants employed by the Employer, and excluding temporary personnel as defined in Section 1.4 of this Agreement, office clericals, managerial personnel, project managers, supervisors as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees under this Section 1.2.

SECTION 1.3 - Probationary Employees. All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period

of ninety (90) days from the date of hire or rehire. During their probationary period, the probationary employee may be disciplined and terminated with or without just cause as that term is defined in Article 12 of this Agreement. During the probationary period, the probationary employee shall be deemed to be employed for an indefinite term.

SECTION 1.4 - Temporary Personnel. "Temporary personnel" are persons hired by the Company for a period not to exceed ninety (90) days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of ninety (90) days in a calendar year, except by the mutual agreement of the Company and the Union. The Company, under its contract with the United States Government (hereafter "the Contract"), may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with temporary employees.

SECTION 1.5 - Part-time Personnel. The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. "Part time" personnel or employees shall be those employees who work 29 hours or less in a work week.

ARTICLE 2-UNION SECURITY

SECTION 2.1 – Agency Shop.

A. **Current Members of the Union.** An employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall, not later than the fifteenth (15th) calendar day of employment of each calendar month of employment, tender to the Union the dues uniformly required as a condition of retaining membership in the Union.

B. **Current Employees Who Are Not Members of the Union.** An employee employed at the time this Agreement becomes effective who is not a member of the Union at such time shall either: (1) become a member of the Union and remain a member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of retaining membership in the Union, or (2) agree to tender to the Union a service fee. This service fee shall be an amount determined by the Union to cover the costs of negotiating and administering this Agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence on the thirty-first (31st) day after the date of hire.

C. **Employees Hired, Rehired or Reinstated After The Effective Date of This Agreement.** An employee who is hired, rehired, or reinstated after the effective date of this Agreement, shall either: (1) become a member of the Union and remain a

member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of retaining membership in the Union, or (2) agree to tender to the Union a service fee. This service fee shall be an amount determined by the Union to cover the costs of negotiating and administering this Agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members shall be promptly provided with a copy of the Union's procedure for filing fair share fee objections. Such payments shall commence on the thirty-first (31st) day after the date of hire.

D. Indemnification. The Union agrees to save and hold the Company harmless from any and all claims, actions, suits, damages, or costs, including attorney fees incurred by the Company, on account of any matter relating to the terms of this Section 2.1, including, but not limited to any claims by any employee(s) and compliance with the law, and the Union will assume the responsibility of the same.

E. Enforcement. The Company shall not be a party to any enforcement of this Section 2.1, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder. The Union may, however, enforce any obligation of any employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the employee's obligations under this Section 2.1, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorney's fees directly associated with the successful judicial enforcement of the employee's obligation as allowed by law. If there is a legal challenge to any provision of Article 2, the Company may suspend its obligations under this Section 2.1 during the pendency of the dispute after conferring on the matter with the Union.

F. Limitation. The obligations set forth in this Section 2.1 shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting union security rights. The Union expressly acknowledges that employees meet the requirement of being member in good standing of the union within the meaning of this Article, by tendering by tendering to the Union agency fees and dues, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

SECTION 2.2 - Dues Checkoff.

A. Checkoff Authorization. The Company, upon receipt by the Company of a checkoff authorization in a form agreed to by the Union and the Company, agrees to deduct Union membership dues, initiation fees, service fees and lawful assessments, as designated by the Union, from the earned wages of each employee who has executed a checkoff authorization, provided that such sufficient earnings remain to cover such deduction after deduction for taxes, insurance premiums, and other deductions required by law or the Company have been made. The Company shall make such deductions in each of the first two (2) pay periods in a given month and



shall remit the total amounts deducted during each month to the Union's Secretary by the fifteenth (15th) of the month following the month in which such deductions occur together with a report listing the amount deducted by employee.

B. Schedule of Dues and Fees. The Union agrees that it will promptly furnish to the Company a written schedule of the Union dues and initiation fees. The Union further agrees to promptly notify the Company in writing of any changes to these amounts.

C. Revocation of Authorization for Deduction. An employee may revoke a dues deduction authorization by providing a written Request for Revocation of Dues Deduction Authorization to the Union. A copy of the Request for Revocation must be provided to the Company's Director of Human Resources by the Union within five (5) business days of receipt by the Union.

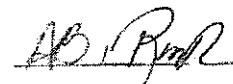
D. Collection of Dues. No deduction of Union dues shall be made from the wages of any employee who has executed an authorization and who has been transferred to a job not covered under this Agreement as defined by Section 1.2. Collections of any back Union dues owed at the time of starting deductions for any employee, and collection of Union dues missed because the employee's wages were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

E. Indemnification. The Union, including its International (if applicable), accepts full responsibility for the authenticity of each dues authorization card submitted by it to the Company, and any authorization that is incomplete or in error shall be disregarded by the Company and shall be returned to the Union for correction. The Union agrees that, upon receipt of proper proof, it will refund to employees any deduction erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union, including its International (if applicable), further agrees to indemnify and hold harmless the Company from any and all costs, expenses (including but not limited to, reasonable attorney's fees), judgments, liabilities, damages, and penalties, that the Company may sustain, incur or be required to pay as a consequence of any claim by an employee for the wrongful withholding of wages under this Agreement.

ARTICLE 3-UNION RIGHTS

SECTION 3.1 - Stewards

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize a maximum of two (2) Shop Stewards per shift. Within ten (10) calendar days of the execution of this



Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 3.1 D of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may only be conducted during working time in exceptional cases where agreed upon in advance by the Company and the Union in writing. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. It is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 3.1 D of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

D. Investigatory Interviews. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward unless such officer or shop steward is not reasonably available and exigent circumstances preclude postponement of the investigation.

E. Layoffs of Shop Stewards. The Company agrees to allow the Union to designate two (2) shop stewards who will be the last to be laid off without regard to seniority.

SECTION 3.2 - Union Posting. The Union may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the Government. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Project Manager twelve (12) hours in advance of posting.

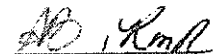
SECTION 3.3 - Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement.

SECTION 3.4 - Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of SecTek's customer, the United States government. The Union agrees to cooperate with Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

ARTICLE 4-MANAGEMENT RIGHTS

SECTION 4.1-General. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and rehire employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services as permitted under Section 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

SECTION 4.2. -- Failure To Exercise Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it



from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

SECTION 4.3 -- Nature of Work. It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government, its customers, and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements.

ARTICLE 5-NONDISCRIMINATION

The Company and the Union agree that they shall each comply with all federal and state (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal or state civil rights law, shall be resolved exclusively pursuant to binding arbitration as set forth in Section 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Sections 13.2 through 13.5).

ARTICLE 6-HOURS OF WORK

SECTION 6.1 - Purpose of this Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

SECTION 6.2 -- Work week. The normal workweek shall consist of forty (40) hours, and commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter.

SECTION 6.3 -- Work day. The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of eight (8) to twelve (12) consecutive hours. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be



given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal work week.

As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

SECTION 6.4 - Overtime Work. The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances, and overtime shall be scheduled in order of seniority. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first.

Employees may be required to work reasonable assignments beyond regularly schedule hours at the discretion of the Company. The Company has the right to hold over employees until relieved and/or to require an available employee to provide coverage; an employee who refuses to work such additional hours may be subject to appropriate discipline. However, the Company will make every effort to schedule such assignments on an equitable, rotating basis. The Company will attempt to provide two (2) hours notice to employees on duty that will he or she will be required to work beyond his or her scheduled hours. Employees shall not be held over past twelve (12) hours unless mandated by emergency conditions.

ARTICLE 7-GENERAL WAGE PROVISIONS

SECTION 7.1—General. All employees shall receive not less than the wage rates as set forth Section 7.5.

SECTION 7.2- Overtime Pay. Overtime pay is calculated at one and one-half (1 1/2) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

SECTION 7.3 - Undisputed Error. In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made on the next scheduled paycheck, or sooner as practically possible. Errors that are greater than

\$150.00 will be corrected within five business days of receipt of properly prepared adjustment forms.

SECTION 7.4 - Personal Data. Employees shall promptly notify the Company's Director of Human Resources in writing on a Company-provided form of their proper mailing address and telephone number, and of any change of name, address, or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records..

SECTION 7.5 STRAIGHT TIME RATE OF PAY The following shall be the straight-time rate of pay effective February 1, 2008 through January 31, 2010:

	2/1/07 thru 1/31/08	2/1/08 thru 1/31/09	2/1/09 thru 1/31/10
Armed Guard	\$18.19	\$19.00	\$19.48

Wages will be paid semi-monthly on the 10th and 25th days of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Section 7.6 Break Periods. All productive security officers shall be provided breaks and lunch in accordance with the provisions of the government contract.

ARTICLE 8-LEAVES OF ABSENCE

SECTION 8.1 – Jury / Witness Duty. A full time employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of ten (10) work days; provided, however, in order for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or dependant), or where they are appearing as a witness against the Company, unless required by law.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight-time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holidays unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be will be paid to full-time employees only. The Company reserves the right to request an exemption or postponement of jury service.

An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and stand ready to report for work, if

requested. In order to be paid by the Company for such leave, the employee must submit to the Company's Project Manager written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the Company.

SECTION 8.2 - Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

SECTION 8.3 - Bereavement Leave.

In the event of a death in the immediate family of a full-time employee, the employee will be granted bereavement leave of up to three (3) work days with pay. Bereavement pay will not be used for the purposes computing overtime and will be paid at the employee's straight-time pay rate at the time the leave was taken. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior approval from the Corporate office. For this purpose of this article, immediate family is defined as:

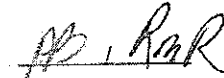
- Spouse
- Child/step-child/foster child
- Parents (including in-laws)/step-parents/foster parents
- Grandparents / Grandchildren
- Son-in-law/daughter-in-law/brother-in-law/sister-in-law
- Siblings/step-siblings

After the granting such leave, the Company may require the employee to substantiate the need for the leave.

SECTION 8.4 - Family and Medical Leave.

A. **Leave Entitlement.** An employee who has been employed by the Company for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("Act") in accordance with its provisions.

B. **Year for Purposes of Determining Leave Entitlement.** For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the



applicable measuring period.

SECTION 8.5 - Personal Leave Without Pay / Non-FMLA Related Leave.

An employee who has completed his or her probationary period may request personal leave without pay for personal or non-FMLA related medical reasons. The maximum amount of such personal leave without pay an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may not exceed this maximum limit. Any such request must be in writing and state the reason for and length of the desired leave. Leave under this Section shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the Parties that any alleged violation of this Section shall be subject to the grievance procedures set forth in Section 13 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.3 of this Agreement. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Section 13.1 through 13.5 shall be final and binding.

SECTION 8.6 - Personal/Sick Leave (PSL).

A. Effective February 1, 2008, all non-probationary, full-time employees employed as of that date will accrue 2.00 hours per pay period (24 pay periods in one year).

B. Effective February 1, 2008, unused PSL will be paid out to the Employee on the first payroll date following December 31st of each calendar year.

C. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures as set forth in Sections 8 and 12 if the time off was not authorized in advance. Employees failing to obtain prior authorization or failing to comply with Sections 8 shall be subject to discipline, up to an including discharge.

D. Employees shall be compensated for personal/sick at the straight-time rate of pay at the time the personal/sick leave is accrued. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Employees may not take personal/sick leave under this Section in increments of less than one day (8 hours).

E. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical

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examinations) may request to use accrued but unused vacation leave pursuant to the provisions of Article 10 or, alternatively, may request unpaid leave pursuant to the provisions of Section 8.5 subject to approval of the Company at its discretion.

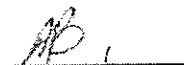
SECTION 8.7 - Notice of Absence. An employee who foresees that they will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company two weeks notice of his/her anticipated absence (or if two weeks notice is not practical then as soon as possible), regardless of the length of the anticipated absence and regardless of whether the employee seeks pay for the absence. Failure to do so will result in discipline up to and including discharge. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.

SECTION 8.8 - Medical Certifications. An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive work days shall be required to provide to the Company's Director of Human Resources a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work, in a form to be provided by the Company. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this Section 8.8, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

SECTION 8.9 - Union Leave. The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

SECTION 8.10 - Rate of Pay. Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically



provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

SECTION 8.11 - Seniority. Seniority shall accumulate during any approved leave of absence.

ARTICLE 9-HOLIDAYS

SECTION 9.1 - Eligibility. All full-time employees shall be paid eight (8) regular straight time hours for the following ten (10) holidays.

New Years Day
Labor Day
Martin Luther King Day
Columbus Day
President's Day
Veteran's Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

An employee who has requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline up to and including discharge.

In addition to the above holidays, employees will receive holiday pay, as described in this article, should there be a Presidential Proclamation announcing a special holiday, AND that proclamation specifically includes federal contractors.

SECTION 9.2 - Rate of Pay. An eligible full time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight-time rate of pay. An eligible full time employee assigned to work on a holiday will receive their straight-time wage for all hours worked plus the eight (8) hours holiday pay specified above.

In order for an employee to qualify for a paid holiday, Employee must have worked his/her regularly scheduled workday immediately preceding the holiday and Employee's regularly scheduled workday immediately following the holiday.

In the event that one of the holidays shall occur during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

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An eligible part-time employee who is not required to work on a holiday shall be paid a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2). An eligible part-time employee assigned to work on a holiday will receive his or her straight-time wage for all hours worked plus a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2).

Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

ARTICLE 10-VACATION

SECTION 10.1 – Generally. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

<u>Service Completed</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>	<u>Semimonthly Accrual Rate</u>
After 1 Year	2 Weeks	80 Hours	3.33 hours
After 5 Years	3 Weeks	120 Hours	5 hours
After 10 Years	4 Weeks	160 Hours	6.67 hours
After 15 Years	5 Weeks	200 Hours	8.34 hours

Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay. Vacation pay for full time employees will not be prorated.

The length of eligible service is calculated on the basis of the 12 month period that begins with the employee's date of hire with the Company or, in the case of incumbent employees from a predecessor contract, the employee's date of hire with the predecessor contractor (seniority date).

Following the first full year of service, the employee will accrue vacation each semi-monthly pay period as indicated in the table above.

SECTION 10.2 - Vacation Scheduling. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e., "first come, first serve"). Conflicts in vacation requests timely submitted shall be

resolved by seniority.

All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. Employees may not take vacation in increments of less than eight (8) hours. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the Parties that any alleged violation of this Section shall be subject to the grievance procedures set forth in Section 13.1 through Section 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Section 13 shall be final and binding.

SECTION 10.3 - Part-Time Employees. Eligible part-time employees shall be entitled to pro-rated vacation pay at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight-time rates of pay.

SECTION 10.4 - Vacation Carry-over. An employee may not carry over more than 80 hours from one calendar year to the next. Vacation hours in excess of 80 hours shall be paid on the first payroll date following December 31st. At the time of termination, employees shall be paid for any accrued and unpaid vacation hours.

SECTION 10.5 - Rate of Pay. Employees shall be compensated for vacation at the straight-time rate of pay at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

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ARTICLE 11-HEALTH AND WELFARE & OTHER BENEFITS

SECTION 11.1 Health and Welfare Benefit.

Employees may opt to either:

1. To Participate in the Union's Health and Welfare Plan. Union will provide list to Company of employees who have elected Union's Health and Welfare Plan. For employees choosing the Union's plan, the Company shall forward the following amount, per regular hour worked, to a maximum of forty (40) hours per work week, directly to the plan provider as designated by the Union:

Thru 1/31/08	2/1/08 thru 1/31/09	2/1/09 thru 1/31/10
\$3.11	\$3.16	**

** The Health and Welfare rate for the period beginning February 1, 2009 will be equal to the health and welfare rate in effect as of December 1, 2008 as published by the Department of Labor in the area wage determination for the Washington, D.C. metropolitan area.

2. OR, if Employee has other bona-fide medical coverage from a recognized health insurance provider, Employee may elect to opt out of the Union's Health and Welfare Plan and receive in lieu of such coverage an additional three dollars and sixteen cents (\$3.16) per hour worked up to 40 hours per week. Employee must provide proof of other coverage to the Union.

The Union agrees to fully indemnify and hold Employer harmless from any and all claims brought by or initiated on behalf of any UUSG's member, any family member or any other individual who may be a recipient of benefits under UUSG's plan, any benefit provider selected by UUSG, and/or any of the heirs or assigns of any of the above parties. This agreement to indemnify SecTek includes any and all legal fees associated with any legal or administrative action resulting from this agreement, whether grounded in tort, contract, or any federal, state, or local statute or regulation.

UUSG agrees and acknowledges that SecTek is not an administrator or fiduciary of UUSG's benefit plan, and that SecTek's agreement is limited only to forwarding health and welfare earnings pursuant to the clear and written payroll authorization provided by the union, which must contain a clear description of the purpose of the authorization, the signature of the employee, and signature of the Union President or his/her authorized designee and the appropriate address to send the health and welfare amounts.

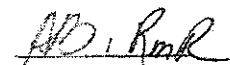
UUSG agrees that any and all authorizations forwarded to SecTek in connection with this agreement will contain the appropriate information, and that in forwarding such authorization, UUGS represents the authenticity of both the information contained thereon and the signature represented on the payroll authorization card. Payroll authorization cards that are illegible or incomplete in any manner will not be honored by SecTek.

SECTION 11.2. Uniform Allowance. The Company shall provide at no cost to all new employees uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance, in accordance with Company and government policy.

Effective February 1, 2008, the Company shall pay each employee the sum of thirty-five cents (\$.35) for each regular hour worked (up to forty hours per week) to launder, repair, and maintain Company-issued uniforms and equipment, including the replacement of uniform patches and badges that are directed to be replaced by the Company at its discretion. Effective February 1, 2009 that amount shall increase to forty cents (\$.40).

Uniform Allowance	
2/1/08 through 1/31/09	2/1/09 through 1/31/10
\$.35	\$.40

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.



SECTION 11.3. For each eligible employee, the Company shall make a separate contribution to the Union's pension plan, per hour worked, limited to 40 hours per work week, as follows:

Pension	
2/1/08 through 1/31/09	2/1/09 through 1/31/10
\$.50	\$.50

ARTICLE 12-DISCHARGE AND DISCIPLINE

SECTION 12.1 – Just Cause. No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 12 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

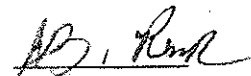
- Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.
- Neglect of Duty (including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- Theft, vandalism, or criminal acts.

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- Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed to by the Company and Union.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- Misuse of weapon(s) or possession of private firearm on the job.
- Violation of Government security procedures or regulations, including, without limitation, those set forth in the GSA Security Guard Manual.
- Violation of state or federal laws regarding the possession or use of a firearm.
- Unauthorized post abandonment.
- Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- Falsification of time records.
- Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Sexual, racial or verbal harassment in violation of company policy.
- It is expressly agreed and understood that the Company shall have the right to establish and modify from time to time disciplinary and other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same.

SECTION 12.2 - Standards of Conduct. It is acknowledged and recognized that the Company is in the business of providing security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 12.1.

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees' schedules/disruption to contract



operations/overtime/open posts; that a minimum of four hours advanced notice is required for any call-off, and that four or more absences within a four-month period is considered chronic absenteeism, subject to the company's disciplinary policies; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment.

SECTION 12.3 - Government Action. If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on Company to relocate or reassign employee to any other contract.

SECTION 12.4 - Voluntary Quits. An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.

B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.

C. The employee fails to report to work within forty-eight (48) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the employee's Project Manager, verified by the Company.

D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 13-GRIEVANCE MEDIATION AND ARBITRATION PROCEDURE

SECTION 13.1 General Provision. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered

to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believe he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

SECTION 13.2--Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) working days in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee.

SECTION 13.3-- Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Contract Manager, in writing, within five (5) working days. The Contract Manager shall have five (5) working days from date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

SECTION 13.4 -- Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Sr. Vice President, Metro Operations in writing, signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Sr. Vice President, Metro Operations shall answer the grievance in writing within five (5) working days after receipt of said grievance.

SECTION 13.5 --Step 4. If the Company's answer is not satisfactory, a Representative of the Union will meet and discuss the grievance with the VP-Human Resources or his designee. The Company must reply to the Union within ten (10) working days excluding Saturday, Sundays and Holidays, of said meeting.

SECTION 13.6—Failure To Resolve Grievance. Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Section 13.7 or Section 13.13 as applicable.

SECTION 13.7—Contract Based Grievances. The Union, within ten (10) calendar days after the rejection of the grievance by the Company's Designated Representative



shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

SECTION 13.8—Procedures. In the event of arbitration pursuant to Section 13.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

SECTION 13.9 – Decision. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

SECTION 13.10 – Special Time Limitations. Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Contract Manager or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

SECTION 13.11—Failure To Comply With Time Limitations. Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

SECTION 13.12—Limits on Arbitrators Authority. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management except as it applies the enforceability of arbitration as specified in 13.13.



SECTION 13.13 – Non-Contract Claims. Sections 13.7 through 13.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 13.7 through 13.12.

If the dispute has not been resolved pursuant to the procedures outlined in Sections 13.1 through 13.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS in the Metropolitan DC area or in such location that the arbitrator determines is more convenient for the parties. If the Employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and cost incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable statute or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Section 13.13 be held invalid, both parties (including all employees covered by this Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or the Employee's employment hereunder.

SECTION 13.14 – Confidentiality. The Employer and Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in

writing. Photocopying of any documents will be strictly on an as needed basis by the aforementioned respective attorneys. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

SECTION 13.15 – Timeliness of Opinions. It is expressly agreed and understood by the Parties that the failure of the Arbitrator to issue the award within sixty (60) days shall render any award issued null and void. It is further agreed that, as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) days of the close of the hearing or receipt of briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may re-submit the dispute to arbitration before another arbitrator within ten (10) calendar days of the expiration of the sixty (60) day period.

ARTICLE 14-SENIORITY

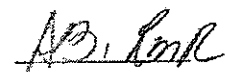
SECTION 14.1 – General Provision. Seniority under this Agreement shall commence with the employee's start date on the contract.

SECTION 14.2 – Posting. When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than seventy- two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

SECTION 14.3- List. A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

SECTION 14.4 – Accepting Position Outside Unit. An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

SECTION 14.5 – Loss of Seniority. An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement shall lose all seniority rights.



SECTION 14.6 – Reductions in Force. If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.

SECTION 14.7 – Call Back. Laid off employees shall have call back rights. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail return receipt. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

SECTION 14.8 – Employee Unable To Report. An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

SECTION 14.9 – Loss of Seniority. In addition to the reasons otherwise set forth in this Agreement, employees shall lose their seniority rights if:

- a. The employee resigns, quits or retires.
- b. The employee is discharged for just cause.

SECTION 14.10 – Notice to Company. Each employee on a layoff status must notify the Company in writing, advising of any changes of address and their availability for work.

SECTION 14.11 – Equal Seniority. For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

SECTION 14.12 - Resolution of Disputes. It is expressly agreed and understood between the Parties that any alleged violation of this Article 14 shall be subject to the grievance procedures set forth in Section 13.1 through 13.5 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.6 through 13.12 of this Agreement. The resolution of such grievances by the Company during this "Step 4" conference call shall be final and binding.



ARTICLE 15-CONTINUITY OF OPERATIONS

SECTION 15.1 - No Strikes. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

SECTION 15.2 - No Lockouts. During the term of this Agreement, the Company shall not lockout any employee.

ARTICLE 16-CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including, but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 17-DRUG AND ALCOHOL

The Company and Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the state of Employee's shift. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

ARTICLE 18-ARREST AGREEMENT AND ADVERSE INFORMATION REPORTING

SecTek is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of SecTek's Arrest Agreement.

ARTICLE 19-TRAINING AND QUALIFICATION

SECTION 19.1 – General. It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. If DHS advises the Company of upcoming certification/suitability requirements, the Company will provide notice to the Employee.

SECTION 19.2 – Trainers. All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

SECTION 19.3 – Payment. Except as otherwise provided in this Agreement general Employees attending training presented by or coordinated at the direction of the Company will be paid their normal base hourly rate of pay, excluding shift differential, for all hours spent in said training.

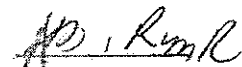
Employees attending weapons qualification/re-qualification sessions scheduled and authorized, but not conducted, by the Company will receive a maximum of four (4) hours pay at their normal base hourly rate of pay, excluding shift differential.

The Company shall afford employees the opportunity to have at least two (2) practice sessions prior to any formal weapons re-qualification testing. If an employee is scheduled for and fails to attend a practice session, the employee will be deemed to have forfeited one practice session unless such failure to report is the result of a documented emergency circumstance. If an employee is unable to successfully pass the weapons safety test and/or qualify with his/her contract specific weapon prior to his/her certification expiration date, the employee shall be suspended without pay. Such employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her certification expiration date. An employee failing to successfully qualify or report for scheduled training within this thirty (30) days period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

SECTION 19.4 – Failure To Successfully Complete. If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee shall be suspended without pay for a maximum of thirty (30) days. If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) days time frame (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

ARTICLE 20-SCOPE OF AGREEMENT

SECTION 20.1 - Duration. This Agreement shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on January 31, 2010.



SECTION 20.2 - Separability. In the event that any provision of this Agreement (including attachments hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 20.3 - Waivers. The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.


SECTION 20.4 - Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 20.5 - Integration. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

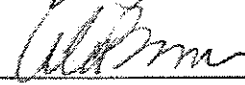
In WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on this day, January 21th, 2008 in full acknowledgement of their intention to be bound by the Agreement.

For SecTek, Inc.:

Perry Trauger, Director of Operations:




Alan Brown, VP Human Resources:



~~SecTek~~
UUSG.

Ruthie Rouse:



Sondra Morton:

