

**COLLECTIVE BARGAINING AGREEMENT BETWEEN DTM
CORPORATION AND THE INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA (SPFPA) COVERING
EMPLOYEES WHO WORK AT CENSUS BUREAU FACILITY**

This Agreement is entered into as of the 15th day of February, 2008, by and between DTM Corporation ("Employer") and The International Union, Security, Police and Fire Professionals of America (SPFPA) (hereinafter referred to as the "Union").

ARTICLE 1, SCOPE OF AGREEMENT

Section 1

Except as provided herein, the Employer recognizes and acknowledges that the Union is the bargaining representative for the Employer's security guard employees who work at the **Suitland Complex 4301 Suitland Road, MD** and 4600 Silver Hill Road, MD.

Section 2 - Exclusions

No longer on Contract
This Agreement does not cover the following employees and management staff:

- a. Officers and Directors of Employer.
- b. All office clerical, all managerial and supervisory employees, and all other employees who are not security guard employees.

Section 3 - Probationary Employees

Newly hired or rehired employees shall be classified as probationary employees for a period of ninety (90) working days from date of hire. During their probationary periods, employees may be subject to discipline or discharge at the discretion of the Employer, without access to the grievance and arbitration provisions of this Agreement.

ARTICLE 2, UNION SECURITY AND CHECK-OFF

Section 1- Union Security

All officers hereafter employed by The Employer in the classification covered by

this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. 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).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks following the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

Section 1- Dues Check off

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. The Employer shall make such deductions on a semi-monthly basis and shall remit the amount deducted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the last regular payday of the month. The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International semi-annually reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit, etc.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month

proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 3, NONDISCRIMINATION

There shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, marital status, non-job related disability, or because of their involvement in or refraining from participating in Union activities. Should an employee or the Union file a claim with any federal, state, or local agency alleging discrimination which would be prohibited by the terms of this Agreement, the Employee and the Union shall waive any right to file a grievance or pursue arbitration under the terms of this Agreement for the same events and occurrences that led to the filing of the claim with the federal, state, or local agency.

ARTICLE 4, MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business and to take any and all actions that are not precluded by the terms of this Agreement, including, but not limited to, the following: To determine the type of services performed and the manner and means of providing services; to hire, discharge or discipline for cause, lay off, assign, transfer, promote or demote; to determine the starting and quitting time and the hours of work; to assign overtime; to establish, discontinue or change operations, procedures, production of

work standards; to determine the size of the workforce; to create, eliminate or consolidate job classifications; and to judge employees' performance and qualifications.

Section 2

The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw rules of conduct and regulations as the Employer deems reasonably necessary.

Section 3

The list of management rights set forth in this Article is not intended to be nor shall it be construed as a restriction or waiver of any rights of the Employer not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past. The Employer retains all rights except as limited by the express terms of this Agreement.

ARTICLE 5, EMPLOYEE CLASSIFICATIONS

Section 1 - Full/Part Time Employees

An employee shall be classified as "full-time" as soon as the Employer, in its opinion, determines that the non-probationary employee is reasonably expected to work an average of at least 32 hours per week during a twelve-month period. Employees who are expected to work less than an average of 32 hours per week, shall be classified as "part-time" employees.

Section 2 - Temporary Employees

The Employer shall have the right to hire temporary employees, who shall be excluded from this Agreement.



ARTICLE 6, WORK WEEK AND HOURS OF WORK

Section 1

The work-week will run from Monday through Sunday, although the Employer reserves the right to modify said work-week as long as the Union and the employees have been advised of the change in writing, two weeks in advance. Employees will be paid semi-monthly, on the 1st and the 16th of the month.

Section 2

Employees shall receive two paid fifteen minute breaks or one paid meal break of thirty minutes, as determined by the Company based on business needs.

Section 3

Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked or overtime hours. Only hours actually worked shall be recognized in determining overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section 4

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof. The employee can be assigned to work at any other site of the Employer, and will be paid according to the rate at the site at which he is assigned.

Section 5

Nothing in this Article shall be construed as a guarantee of work, work opportunities or hours, except as expressly provided.

ARTICLE 7, DISCIPLINE

Section 1

Employees may be discharged or disciplined for cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein. The Employer may implement an attendance policy, and will notify the Union.

Section 2 - Government Action.

If the contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures of this Agreement. The Employer will, upon request from the Union, present documentation confirming the government's directives. If the contracting agency issues a fine to the Employer based on conduct intentionally and knowingly committed by an employee, the employee shall be required to re-pay the Employer the amount of the fine directly caused by the employee, through payroll deductions which the employee authorizes be made directly from his/her pay in an amount that is not greater than that which is allowed under applicable law.

ARTICLE 8, GRIEVANCE, ARBITRATION PROCEDURE

A grievance shall mean a disagreement or dispute raised by the Employer, the Union or an employee that arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement. The

procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted. A grievance shall be resolved in the following manner:

Step 1: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's supervisor within seven (7) working days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The supervisor may respond in writing to the grievance within seven (7) days.

Step 2: If the grievance is not settled at Step 1 or if the supervisor does not respond within seven (7) working days of the step 1 notice, the employee and/or his or her Union representative shall, within seven (7) working days of the date the supervisor responded or the date on which the supervisor should have responded, whichever is sooner, submit the grievance in writing to the Corporate Manager or his/her designee. The Corporate Manager may respond to the grievance within seven (7) working days of receipt of the grievance.

Step 3: If, after receipt of the Manager's response or failure to respond, the grievance is not settled at Step 2, the Union may, within seven (7) working days, notify the Employer in writing of its intent to, and also carry out the steps necessary to, proceed to binding arbitration. Notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Employer with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

If the Employer wishes to file a grievance, it shall begin at step 2 by filing a grievance with the Union representative. The process shall proceed from there, in the same manner and with the same timing as the Union's grievances.

The failure of the grieving party to strictly comply with the time limits specified herein shall be construed to be an abandonment of the grievance, and the position taken on the grievance. Failure of the responding party to comply with said time limits shall be deemed to be a denial of the grievance. The time limits set forth in this Article are intended to be strictly enforced and may be waived only by written mutual agreement between the parties, and in no other manner or circumstances.

The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs. The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing.

The costs of the arbitration, including all fees of the FMCS, fees and expenses of the arbitrator, and hearing room fees, will be split by the Parties. It will be the responsibility of the Parties to pay for any expenses or compensation due to their own witnesses.

ARTICLE 9, NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. ~~The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, work slowdowns, leafleting or work action of any type.~~ It shall be a violation of this Agreement, and it shall be cause for discharge in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. The Union and the Employer agree to take all steps possible to ensure that site is properly secured and protected in the event of labor disputes involving other employee organizations at the site facilities.

ARTICLE 10, STEWARDS

Section 1

The Union shall designate one steward, with one alternate steward if the steward is not available. The Union shall notify the Employer in writing of the selection of the Steward and the alternate within ten (10) days of such selections. The Steward shall perform no work related to their duty as stewards while either they or employees who are involved in any incident are on duty, and stewards shall not be paid by the Employer for performing any Union work. In the event of a lay-off, the steward shall be the last employee laid-off, provided he or she has the requisite skill, qualifications and certifications to perform the remaining work.

Section 2

The Steward has no authority to call or direct strikes or authorize other economic action against the Employer. The Steward and Union officers shall not interfere with the management of the Employer's business or the work of any employee, but may advise the Employer of any alleged violations of the Agreement.

ARTICLE 11, JURY DUTY

The Employer will comply with applicable state and federal laws, if any, when it comes to compensating employees who are on required jury duty, provided the employee notifies the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice that he or she is subject to a jury duty call.

ARTICLES 12, LEAVES OF ABSENCE

Section 1 - Family & Medical Leave

The Employer will comply with all applicable state and federal laws when it comes to providing family and medical leave.

Section 2 - Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family, the employee will not lose any wages which he or she would otherwise have earned during the next three (3) consecutive calendar days for the period from date of death through the day following burial. If the funeral is located at more than four hundred (400) miles of travel away, the employee will be entitled to five (5) days without loss of pay for attendance at the funeral. For the purpose of this provision, members of the employee's immediate family include: husband, wife, child, parent (an employee may designate a step-parent or foster parent as his or her parent, provided they may take only one paid bereavement leave for a mother and father, be it step, foster or

natural, during their employment), grandparent, brother, or sister. Appropriate documentation of death and family relationship is required. Employees shall be eligible for three (3) days of paid Bereavement Leave each calendar year, which leave shall be paid at the pro-rata rate part time employees and eight (8) hours per day for full time employees, and which leave will be forfeited unless it is used in accordance with the terms and provisions specified herein. Employees may receive no more than one paid bereavement leave (three or five days as provided above) in any calendar year provided, however, that in the event of the need to attend other funerals during a calendar year an employee may apply to use vacation or sick/personal days or, in the alternative, may apply to take unpaid leave.

Section 3 - Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

ARTICLE 13, SENIORITY

Section 1 - Reduction in Force

In the event that the work force at the Census Bureau Facility site shall be reduced for any reason, the employees with the least seniority in their job classification shall be laid off first.

Section 2 - Loss of Seniority

In the event the Employer loses the contract to provide guard services for the Census Bureau Facility site facilities, the Employer will have no obligation with regard to

this Section after the termination of its contract. An employee who quits, resigns, or retires, or is terminated for any reason loses his/her seniority and has no right to recall.

ARTICLE 14, VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- a. The employee accepts employment with a competitor of the Employer at the same time that he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.
- b. The employee fails to report for work upon the expiration of a leave of absence absent an unanticipated, documented emergency making it impossible for the employee to report.
- c. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work immediately after he/she is medically able to return to work.
- d. The employee fails to report for work without notifying the Employer, except where failure to so communicate is the result of documented emergency circumstances making notification impossible.
- e. The employee fails to respond within five (5) days of the Employer sending a notice of recall.
- f. While on any leave of absence from the Employer, paid or unpaid, the employee performs any work for another employer, or in his own business, without the approval of the Employer.

ARTICLE 15, TRAINING AND RE-QUALIFICATION

Officers will be paid for actual time spent for Employer mandated training at the applicable wage rate.

Whenever practicable, all Employer-administered training will be given on an officer's regularly assigned shift. All fees and licenses to be paid by the Employer.

The Employer will post training schedules on a quarterly and/or monthly basis. All employees who need training for their certification must attend class in a timely manner. If an officer does not attend the class during the required time, he or she must get the training on their own. The Employer will provide on-site and off-site training and pay as required by law, at minimum wage rates under applicable law, in accordance with its procedures. If the employee misses any free training classes offered by DTM that were posted by DTM at least thirty days in advance, the employee shall be responsible for the costs and fees required to be paid for approved training classes that they must secure on their own.

If the employee is unable to qualify prior to the expiration of his or her permit or fails to pass a range qualification test before such time, the employee shall be terminated, provided, however, that should the employee meet all necessary qualifications and secure all necessary permits within a reasonable period of time after his/her termination, the employee shall be re-hired if there is a position available for which the employee is qualified.

The cost of any physical examinations (subsequent to the employee's initial hiring) required by the Government for maintenance of guard certification shall be paid for by the employee to the extent the examinations are not covered by the employee's

health insurance, provided, however, that if the examinations are not covered by the employee's health insurance the Employer will pay for such examinations once every twenty four (24) months. Subject to government requirements and rules, the employee shall have two opportunities to pass the physical examination. If the employee fails to do so in a timely manner or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated.

ARTICLE 16, UNIFORMS

See Appendix A.

ARTICLE 17, TEMPORARY ASSIGNMENT

The Employer may only assign temporary work in cases where, due to a lack of available employees, it must do so to meet mandatory staffing requirements. The Employer can assign individuals, including but not limited to supervisory personnel, as needed to temporarily cover unit work for no more than thirty (30) days.

ARTICLE 18, HOLIDAYS

See Appendix A.

ARTICLE 19, VACATION

See Appendix A.

ARTICLE 20, ABSENCE DUE TO ILLNESS & SICK PAY

See Appendix A.

ARTICLE 21, HEALTH AND WELFARE

See Appendix A.

ARTICLE 22, PENSION FUND

See Appendix A.

ARTICLE 23, WAGES

See Appendix A.

ARTICLE 24, MISCELLANEOUS

Section 1

The Union agrees to cooperate with the Employer in all matters required by the Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities that the Government may exercise. The Union agrees that any actions taken by the Employer pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action that the Government directs or requires the Employer to take immediately may be taken without prior notice to or discussion with the Union. The Employer will, however, exercise reasonable efforts to cooperate with the Union in obtaining information relating to the Government action or decision.

Section 2 - Failure to Meet Company Standard

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government and to other customers. It is therefore essential and expected that all employees will act in a professional, courteous manner and will be held responsible and accountable for their duties. Deviation from or failure to meet this standard will result in disciplinary action or discharge.

Section 3

It is the employee's responsibility to provide the Employer with thirty (30) days written notice prior to the expiration of any permits, clearances or other qualifications required by the government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances. Forms for the reporting of such information will be available from the Project Manager or a designated supervisor(s).

Section 4

Absent permission from the Employer, Union representatives shall not conduct Union-related business with any employee during the time the employee is on duty, nor shall any employee conduct Union-related business during the time he/she is on duty. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business.

ARTICLE 25, SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the

Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 26, ACCESS

If, and only if, the contracting agency permits Union access on its property, one Union Business Representative, or any duly authorized representative of the Union, shall have admission to the establishment of the Employer at mutually agreeable times only after giving a minimum of twenty-four (24) hours advance notice of his/her desire to be on the premises to the Employer's Project Manager or duly authorized designee. While on the premises, the Business Representative or any duly authorized union representative shall only be allowed to meet with bargaining unit employees for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. Any meetings can only take place in non-work areas, during non-work time. Such visits shall not interfere with the orderly and efficient operation of the Employer's business. There shall be no Union business or solicitations during work time and/or in work area of either the person doing the soliciting, or the person being solicited.

ARTICLE 27, INDEMNIFICATION

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, costs or attorneys' fees, attachments, and from any form of liability as a result of making any payments to any benefit funds under this Agreement, including, or otherwise complying with its obligations to do so under this Agreement. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any act of any Trustee administering any Pension Fund or Health &


Welfare Fund and/or and other Fund the Employer may be required to pay into under the terms of this Agreement now or in the future, or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole obligation under this Agreement shall be to make timely monthly payments to the benefit funds or directly to the employees in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Employer.

ARTICLE 28, DURATION OF AGREEMENT

~~This Agreement shall be in full force and effect from the date it is signed by the Parties and shall remain in effect until (and including) May 31, 2011 on which date this Agreement and the terms thereof shall be automatically renewed from year-to-year thereafter~~ unless at least sixty (60) days prior to expiration of this Agreement and the expiration dates of any renewal thereof, notice in writing by "certified mail" is given by either party to the other of changes proposed in said Agreement. With respect to wages and fringe benefits (including health and welfare and pension contributions, sick leave, vacations and holidays) the applicable provisions of the Agreement shall take effect as specified herein. The Union acknowledges that the Employer is a Government contractor. In the event the Employer ceases providing services to the Customer at the site covered by this Agreement, the Employer's obligations under the collective bargaining agreement will cease.

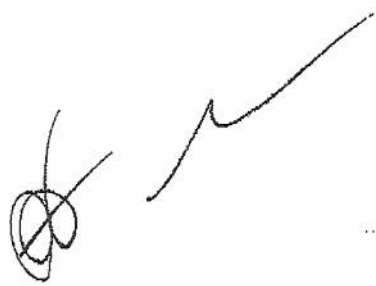
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Contract Agreement, this 15th day of, February, 2008.

The International Union, Security, Police and Fire Professionals of America

By: Assane Faye: 

DTM Corporation

By: _____



APPENDIX A to Census Bureau Facility CBA - DRUG AND ALCOHOL POLICY

Section 1.

Employer and Union recognize that the use of drugs and/or alcohol can have an impact on workplace safety, absenteeism, and productivity. An employee cannot perform his work adequately and safely if he is under the influence of drugs or alcohol. Unlawful use of drugs and abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of a firearms permit. As a result, the Employer maintains a drug and alcohol-free workplace. Compliance with this Article is a condition of employment and continued employment. Violation of this Article subjects an employee to immediate termination of employment.

Section 2.

The following activities are prohibited regardless of whether the employee is on or off duty or at the workplace or not:

- The unlawful or unauthorized manufacture, distribution, possession, sale, transfer, or use of an illegal drug, e.g., a controlled substance in Schedules I through V of Section 812 of Title 21, and/or comparable regulations or schedules.

In addition, the following activities are prohibited while the employee is on duty or at the workplace:

- Misuse of a legal drug;
- Possession (excluding an original sealed container in an employee vehicle parked in a parking lot) or use of alcohol; or
- Reporting to work or working under the influence of alcohol or drugs.

Section 3.

For purpose of this policy, the "workplace" includes all Employer facilities and property, Census Bureau Facility facilities and property, vehicles used in the course of work, and any location at which Employee is performing work on behalf of the Employer.

Section 4.

An employee legitimately using or under the influence of medication (legal drugs) during working hours must notify his/her supervisor of this prior to commencing work if the medication might impair his/her performance, judgment, or coordination and provide a doctor's statement that the employee is fit to perform the duties of the job.

Section 5.

Employees shall notify the Employer of any criminal conviction within five days of conviction, and/or of a guilty plea, that either involves the use of drugs, or a crime that compromises or affects their continued employment at the site.

Section 6.

All employees will participate in and are subject to the Employer's alcohol and testing program. Testing for alcohol and/or drugs may occur prior to employment, annually, where reasonable suspicion of violation of this policy exists, after a work-related accident or incident, on a random basis, and/or as required by any Government or other applicable contract, statute or regulation.

Section 7.

A "positive" drug or alcohol test shall be grounds for immediate termination. Refusal to submit to testing or failure to report for a drug and/or alcohol test as directed shall be considered equivalent to a "positive test" and shall also be grounds for immediate

termination.

Section 8.

Any specimen collected for drug testing pursuant to this Article shall be tested by a laboratory certified in conformity with applicable state or federal regulations, as required.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'R' followed by a horizontal line extending to the right.

APPENDIX B (Economics) to Census Bureau Facility CBA

UNIFORMS

~~Bargaining unit employees will receive an allowance of twenty-five cents (\$.25) per hour worked for laundering and maintenance of Company furnished uniforms for all straight time hours worked only (and not for overtime, paid vacation, holidays and sick leave), for a maximum of 40 hours per week, for each and every employee covered by this Agreement.~~

.25¢

In the event negligence or malfeasance on the part of the employee results in damage to uniforms or equipment, the employee will be responsible for reimbursing the Employer for said damage or costs (no more than the actual replacement cost), through deductions that employees agree, through written authorization, will be taken out of their paychecks through payroll. Employees shall, in all cases, use uniforms and equipment of the Employer with care. Employees shall be required to comply with dress code requirements of the Employer, and to maintain proper grooming, cleanliness and hygiene at all times.

Upon termination of employment all clothing and equipment shall be returned to the Employer. Returned clothing shall be cleaned and pressed and returned on hangers. Employees will be responsible for the actual cost of damaged clothing (beyond normal wear and tear) with the reimbursement for said costs coming out of their paychecks.



HOLIDAYS

Section 1

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day) in accordance with the attached Addendum. Holiday benefits shall be paid as specified in Section 3 below, provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday, and the holiday if scheduled:

New Year's Day	Labor Day
Martin Luther king's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee Birthday	

Section 2

An employee who is required to work on a holiday shall receive holiday pay in addition to his or her regular wage.

Section 3

Holiday pay will be paid out in accordance with regular payday procedures in accordance with the following schedule which is based on the total number of hours the employee would normally be scheduled to work during the week in which each holiday occurred.

<u>Hours employees worked in Holiday Week</u>	<u>Authorized Holiday Pay Hours</u>
40	8
30 - 39	6
20 - 29	4

10 - 19	2
0 - 9	0

VACATION

Section 1

During the term of this Agreement all employees who qualify as full-time employees covered by this Agreement shall vest vacation leave/pay on their anniversary dates in accordance with the following schedule. Part-time employees will receive a pro rata amount of vacation. Vacation leave/pay is based upon completed years of service by the employee, without break in service, at the Census Bureau Facility site:

One year up to five years continuous employment = 10 days vacation;

Five years to fifteen years continuous employment = 15 days vacation;

Sixteen or more years continuous employment = 20 days vacation.

Section 2

Vacation pay shall be payable following the employee's anniversary date before the end of the fiscal year.

Section 3

All vacation requests must be submitted on Employer leave approved request forms. No more than five percent (5%) of the work force may be on vacation at any time. Vacations shall be scheduled, or rescheduled, subject to the sole approval and discretion of the Employer.

ARTICLE 20, ABSENCE DUE TO ILLNESS & SICK PAY

Section 1

All full-time Employees shall accrue Sick/Personal Days at the rate of .83 days per month up to a maximum of ten (10) days per year.

Section 2 - When Sick Pay Is Payable

a. Sick pay may be taken when an employee is unable to perform the functions of his/her position because of illness or injury.

b. An employee may use sick leave when necessary to care for an immediate family member who is ill. The employee shall be charged 1½ days of accrued sick leave for each day used for such purpose. An employee who takes paid leave under this section shall provide a physician's statement documenting the illness and need for care.

Section 3 - Notice Of Absence

An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so may result in discipline.

Section 4 - Medical Certification

An employee who is absent due to illness or injury for more than three (3) consecutive work days (regardless of whether the employee seeks sick pay) shall be required to provide to the Employer a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Such physician's statement shall be provided within three days of returning to work, although the

Employer reserves the right to require an employee to provide such physician's statement before the employee returns to work. Upon request by the Employer, an employee who is absent due to illness or injury for three or fewer days may be required to provide such a physician's statement within three days of the Employer's request, although the Employer reserves the right to require an employee to provide such physician's statement before the employee returns to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion by a physician designated by the Employer (at the Employer's expense). If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a physician whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Article, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action or discharge. An employee who does not provide medical certification that he/she is able to return to work, if required or reasonably requested under this Article, will not be permitted to return to work.

Section 5

Where an employee takes leave pursuant to the Family & Medical Leave Act, the provisions of the Act will supersede any provision of this Article which is inconsistent.

Section 6 – Pay Out of Sick Leave

Sick/Personal Days may not be carried over from one calendar year to the next. All unused Sick/Personal Days shall be paid out to the Employee at the end of each calendar year.

HEALTH AND WELFARE

Effective June 1, 2008, and throughout the rest of the term of this Agreement, the Company shall contribute to the Health & Welfare Fund designated by the Union the sum of \$3.16 per hour for all straight time hours worked only (and not for overtime, paid vacation, holidays and sick leave), for a maximum of 40 hours per week, for each eligible bargaining unit employee covered by this Agreement.

A
316

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, costs or attorneys' fees and from any form of liability as a result of making any contributions or otherwise complying with the requirements under this Article. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole responsibility shall be to make the contributions in the amounts and manner herein provided. Subject to the foregoing, this rate shall remain in effect throughout the life of this Agreement.

PENSION FUND

Effective June 1, 2008, the Company shall contribute to the Union Severance and Retirement Fund, on behalf of each eligible bargaining unit employee, the sum of eighty cents per hour for all straight time hours worked only (and not for overtime, paid vacation, holidays and sick leave), for a maximum of 40 hours per week. This rate shall remain in effect throughout the life of this Agreement.

80¢

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, costs or attorneys' fees and from any form of liability as a result of making any contributions or otherwise complying with the requirements under



this Article. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole responsibility shall be to make the contributions in the amounts and manner herein provided.

WAGES

Effective June 1, 2008, the following hourly wage scale will be in effect:

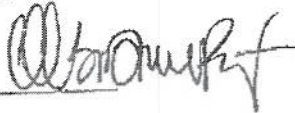
Armed Officer:	\$20.10
Corporals:	\$21.06
Sergeants	\$21.60

ARTICLE 28, DURATION OF AGREEMENT

~~This Agreement shall be in full force and effect from the date it is signed by the Parties and shall remain in effect until (and including) May 31, 2011 on which date this Agreement and the terms thereof shall be automatically renewed from year-to-year thereafter~~ unless at least sixty (60) days prior to expiration of this Agreement and the expiration dates of any renewal thereof, notice in writing by "certified mail" is given by either party to the other of changes proposed in said Agreement. With respect to wages and fringe benefits (including health and welfare and pension contributions, sick leave, vacations and holidays) the applicable provisions of the Agreement shall take effect as specified herein. The Union acknowledges that the Employer is a Government contractor. In the event the Employer ceases providing services to the Customer at the site covered by this Agreement, the Employer's obligations under the collective bargaining agreement will cease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Contract Agreement, this 15th day of, February, 2008.

The International Union, Security, Police and Fire Professionals of America

By: Assane Faye: 

DTM Corporation

By: Mary H. Lopez, COO 

