

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLIEDBARTON SECURITY SERVICES, LLC

AND

NATIONAL ASSOCIATION OF SPECIAL POLICE

AND SECURITY OFFICERS

(NASPSO)

WASHINGTON, D.C.

TABLE OF CONTENTS

ARTICLE I: SCOPE OF AGREEMENT 1

ARTICLE II: UNION SECURITY & MEMBERSHIP 2

ARTICLE III: DUES CHECK OFF 3

ARTICLE IV: NONDISCRIMINATION 4

ARTICLE V: MANAGEMENT RIGHTS 5

ARTICLE VI: EMPLOYEE CLASSIFICATIONS 5

ARTICLE VII: WORKWEEK AND HOURS OF WORK..... 6

ARTICLE VIII: DISCIPLINE AND DISCHARGE 7

ARTICLE IX: GRIEVANCE PROCEDURE 9

ARTICLE X: ARBITRATION..... 11

ARTICLE XI: NO STRIKE AND NO LOCKOUT..... 12

ARTICLE XII: BULLETIN BOARD 12

ARTICLE XIII: STEWARDS 13

ARTICLE XIV: COURT APPEARANCES 14

ARTICLE XV: JURY DUTY 14

ARTICLE XVI: LEAVES OF ABSENCE..... 14

ARTICLE XVII: WEAPONS..... 17

ARTICLE XVIII: SENIORITY..... 18

ARTICLE XIX: VOLUNTARY QUILTS..... 21

ARTICLE XX: TRAINING AND REQUALIFICATION..... 22

ARTICLE XXI: UNIFORMS..... 23

ARTICLE XXII: SUCCESSORSHIP..... 24

ARTICLE XXIII: SUPERVISORS WORKING..... 24

ARTICLE XXIV: HOLIDAYS 24

ARTICLE XXV: VACATION 25

ARTICLE XXVI: HEALTH AND WELFARE.....26
ARTICLE XXVII: 401(K).....27
ARTICLE XXVIII: WAGES.....27
ARTICLE XXIX: GOVERNMENT SUPREMACY27
ARTICLE XXX: SEPARABILITY AND SAVINGS CLAUSE.....28
ARTICLE XXXI: DURATION OF AGREEMENT.....29
APPENDIX.....31

AGREEMENT

This Agreement is entered into as of this 5th day of September, 2008, by and between ALLIEDBARTON SECURITY SERVICES, LLC hereinafter referred to as the "Employer" and the NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY OFFICERS (NASPSO), hereinafter referred to as the "Union." The Agreement is effective September 5, 2008 and continues to September 4, 2011.

ARTICLE I: SCOPE OF AGREEMENT

Section 1:

The Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all its security guard employees at the following location: General Services Administration Regional Office Building at 7th and D Streets SW Washington, D.C. (the "Client" or the "Government").

Section 2: Exclusions

This Agreement does not cover the following employees and management staff: Officers and Directors of the Employer, the Project Manager, non-guard employees, and managerial employees (including Shift Supervisors) as defined by the National Labor Relations Act.

Section 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) calendar days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. This period may be extended an additional ninety (90) days by mutual agreement of the Union and the Employer. All other provisions of this Agreement are applicable to probationary employees.

Section 4: Temporary Employees/Temporary Positions

The Employer shall have the right to hire temporary employees to man temporary positions, who shall be excluded from the seniority provisions of Article XVI of this Agreement, for a period not to exceed in the aggregate three (3) months when requested to do so by the Government in writing and when the employees are so informed at the time of hire. The said three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the Government.

Section 5: Temporary Promotions & Transfers:

When an officer is promoted to a temporary position, the promotion becomes permanent after ninety (90) days, unless there is mutual consent to do otherwise. When transferred outside the Bargaining Unit, employees will keep all contractual benefits upon return provided that the temporary assignment does not exceed ninety (90) days.

ARTICLE II: UNION SECURITY & MEMBERSHIP

Section 1: Union Membership:

A employee 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, as a condition of continued employment, 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, for the duration of this Agreement.

Section 2: Membership Requirements:

Employees meet the requirement of being members 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).

Section 3: Enforcement:

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 of 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.

ARTICLE III: DUES CHECK OFF

Section 1: Dues Deductions

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. Such deductions shall be made from the first paycheck of each month. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union

number of officers and the amount of dues deducted from each, shall be remitted to the Union within fifteen (15) days after the first regular payday of the month and 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 quarterly 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 Union, 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.

Section 2: Dues Schedule

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.

Section 3: Indemnification

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 IV: NONDISCRIMINATION

The Employer and the Union agree that 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, or because of their involvement in, or refraining from, participating in Union activities except as required by Article II of this Agreement.



ARTICLE V: MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the work force is vested in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the work amount and location at its facility, to determine the type of services performed, to establish reasonable quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with established operating procedures, to formulate and enforce appropriate Employer rules and regulations, now in effect, or hereinafter enacted, if not covered by the provisions of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline for cause, or relieve employees from duty because of lack of work, client or Government request, or for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, to control and regulate the use of all equipment and other property of the Employer and to subcontract work which would otherwise be performed by the employees subject to this Agreement at the convenience of the Government. The above-mentioned rights reserved to management are not intended to deny or limit the Employer in other managerial rights which are not covered by this Agreement and which were previously exercised.

ARTICLE VI: EMPLOYEE CLASSIFICATIONS

A. Employees who are classified as "full-time" and who are regularly scheduled to work thirty two (32) hours to forty (40) hours per work week shall be considered as "full-time."

B. Employees who are classified as "part-time" and who are regularly scheduled to work less than thirty two (32) hours per work week shall be considered as "part-time."

C. The use of any pronoun for gender herein shall apply to both males and female.

ARTICLE VII: WORKWEEK AND HOURS OF WORK

Section 1: Workweek & Pay Dates

The workweek shall be from 0001 hours Friday until 2400 hours Thursday. Wages shall be paid bi-weekly on Friday in the next week following the end of the pay period. Should, during the term of this Agreement, the Employer require to change the start day of the workweek, the Employer shall meet with the Union to review such change.

Section 2: Scheduling

The hours of work of employees shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control. Where the agency contract requirements permit, the Employer shall attempt to schedule permanent full-time employees for at least eight (8) hour shifts whenever possible.

Section 3: Breaks

Through the duration of this Agreement, covered employees working shall receive paid breaks in accordance with any applicable and binding contract with the Government.

Section 4: Overtime

Overtime is to be paid at the rate of one and one-half (1 1/2) times basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a pay week. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Paid vacation or holiday time shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

In the event that the Employer has advance knowledge of twenty-four (24) hours or more that overtime will be required, such work will be offered consistent with seniority whenever possible. When the Employer has an unanticipated exigent need to provide coverage, the Employer shall have the right to require an employee who normally performs the work to remain on duty until relieved and/or to require an available employee to provide such coverage, as conditions warrant, while the Employer continues to actively seek relief for the officer who was held over. The Employer agrees to utilize a policy that rotates offers of overtime among employees. The Employer will compile a listing of employees who volunteer for overtime as hours becomes available. Any employee on the listing of overtime volunteers who declines an offer of overtime on two (2) occasions will be removed from such listing immediately.

Section 5: Reporting Pay

An employee called in outside his/her regular work schedule shall be guaranteed a minimum of two (2) hours of pay in lieu of work if he/she is contacted by management and told not to report while en route to the worksite. An employee called in outside his/her regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof if he/she reports to the site without being contacted by management and told not to report.

Section 6:

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

ARTICLE VIII: DISCIPLINE AND DISCHARGE

Section 1: Just Cause

No employee shall be disciplined or discharged except for just cause. The Employer shall notify an employee of its intention to impose discipline or to discharge the employee within 15 business days after management has actual knowledge of the incident on which the

proposed discipline or discharge is based. The Employer shall attempt to conduct a confidential investigation of the circumstances of the event(s) giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward if so requested by the employee. An employee discharged for just cause shall be entitled to receive any earned but unused leave.

Section 2: Procedure

A. The Employer shall employ a system of progressive discipline pursuant to the Employer's established policies and procedures. These steps will be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, the Company reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as "promises" or "agreements" by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Termination may occur without use of progressive discipline and without prior notice.

B. The disciplinary procedure, applicable to offenses which do not constitute gross misconduct, relate to progressive discipline solely for each specified offense. Any offense that is more than twelve (12) months old shall not be considered in the above described progressive disciplinary procedure.

C. The precise step of the disciplinary procedure shall attempt to be stated on each disciplinary form and a copy of the disciplinary form shall be provided to the employee at the time it is issued.

Section 3: Denial of Access

Notwithstanding the provisions of this Article VII, any employee who is denied access or not granted a security clearance that is required by the Client shall be discharged without recourse to grievance or arbitration procedures. If the Client denies access,



Employer will provide the Union with a copy of the written denial of access from the Client when available; Employer shall make a request for a written copy if one is not otherwise provided.

ARTICLE IX: GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the employee and immediate supervisor. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of similar problems.

Section 2: Procedure

Step (1) - Employees having a grievance shall take it up with the Supervisor within fifteen (15) working days from the time that the grievance arose; or five (5) working days from when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. This grievance shall be in writing and set forth the date and time of the occurrence. Upon the request by an Employee, a shop steward shall be included in all discussions regarding the grievance. Employees participating in grievance activity as grievant, shop steward, or witness shall be granted up to two (2) hours administrative leave without pay for such participation during a pay period. This time shall relate to on or off-site handling of a grievance. If no response is rendered by the Supervisor within seven (7) working days after submittal of the grievance in Step (1), the grievance shall be deemed granted and the remedy requested implemented. If the grievance is resolved, a complete

report signed by both parties shall be submitted to the Employer and Union and the grievance shall be considered concluded.

Step (2) - If a satisfactory settlement is not effected in Step (1), the grievant, or an authorized Union representative on behalf of the grievant, may within ten (10) working days after the conclusion of Step (1) submit such grievance, in writing, signed by the grievant or the Union's representative, to the Project Manager or designee. If no response is rendered by the individual indicated above within five (5) working days after submittal of the grievance in Step (2), the grievance shall be deemed granted and the remedy requested implemented. If, within five (5) working days after submittal of the grievance in Step (2), either party requests, in writing, a meeting with the other party to discuss the grievance, then Step (2) shall be deemed concluded within ten (10) working days after submission of the grievance in Step (2). If no response is rendered within the said ten (10) day period, the grievance shall be deemed granted and the remedy requested implemented.

In the event that the employee's second level supervisor and immediate supervisor are the same person, the grievance shall proceed from Step (1) directly to Step (3).

Step (3) - If a satisfactory settlement is not effected in Step (2), the grievant may, within five (5) working days after conclusion of Step (2), submit such grievance to the Director of Human Resources (HR Director). If no response is rendered by HR Director within ten (10) working days after submittal of the grievance in Step (3), the grievance shall be deemed granted and the remedy requested implemented. Either party may request in writing a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period provided in this step.

Any grievance by the Employer shall first be submitted to the Union's staff representative for resolution and if a satisfactory settlement is not effected, or, if no response is rendered by the Union within (10) working days after submittal of the grievance to the Union, the grievance shall be deemed granted.



Step (4) - If a satisfactory settlement is not effected in Step (3), either party may refer the matter to arbitration.

Section 3: Extensions

Any grievance not processed in accordance with any of the time limits and/or steps of the grievance procedure prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. For the purpose of this Article, "working days" shall be defined as Monday through Friday, excluding only holidays observed pursuant to the Appendix of this Agreement.

ARTICLE X: ARBITRATION

Section 1: Arbitrator Selection

If the matter is referred to arbitration pursuant to Step (4) of Article VIII, either party shall request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this panel a single arbitrator by alternatively striking names from the panel until one name remains. The party to make the first strike shall be determined by the toss of a coin. The parties may agree to obtain a list of arbitrators from the American Arbitration Association in any particular case.

The arbitrator shall then proceed to hear and determine the case submitted. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. The expense of arbitration, including the fee and expenses of the arbitrator (including a transcript ordered by the arbitrator), shall be borne equally by both parties but the cost of any other transcript shall be born totally by the party ordering it.

Section 2: Arbitrator Authority

The arbitrator shall have the provisions of this Agreement to render a decision on any grievance, but shall not have the authority to amend or modify this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to

apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Absent extraordinary circumstances, back pay awards shall not include reasonable interest. The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement.

In the event of any arbitration involving an issue which involves rights of employees or the Union which are secured by federal or state statute, the parties agree that any period of limitations shall be deemed to be tolled during the pendency of the arbitration process.

ARTICLE XI: 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, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension 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. In addition, at any location covered by this Agreement, the Union shall not engage in any hand billing, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. The Union and the Employer agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at each location.

ARTICLE XII: BULLETIN BOARD

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:



1. Notices of Union recreational and social affairs;
2. Notice of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

B. There shall be no other distribution by Employees of notices, pamphlets, hand billing, leafleting, advertising, or political matters in the work areas.

C. Employer has no say in the use of the bulletin board except in order to maintain proper decorum or when directed by the Government.

ARTICLE XIII: STEWARDS

Section 1:

The Union shall designate no more than one (1) Steward per shift. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selection. Stewards shall not interfere with the management of the business or direct the work of any employee. Stewards will be limited, in the aggregate, to two (2) hours per pay period at the Union's expense, to conduct their on-site duties; said time to be coordinated with the Project Manager or his/her designated representative.

Section 2:

Stewards have no authority to call or direct strikes or authorize other economic action against the Employer. The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information which shall originate with and are authorized by the Union or its officers. Time spent by Stewards with regard to the investigation and processing of grievances shall be unpaid.

Section 3:

In the absence or unavailability of the Steward designated as representing employees on a specific shift or in a specific location, any other Union-designated Steward may represent unit employees.



ARTICLE XIV: COURT APPEARANCES

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement less any monies received from the court. The affected employee shall not receive less than the recommended pay. However, other court, administrative or grievance procedure and/or arbitration appearances shall not be Employer-paid, unless requested by the Employer.

ARTICLE XV: JURY DUTY

The Employer agrees to pay employees called for jury duty their normal full regular pay for a period up to thirty (30) work days, less any fees or sums received from the Court, when an employee has met the following conditions:

A. The employee must notify the Employer within seventy-two (72) hours after he receives a jury duty questionnaire or notice that he is subject to a jury duty call.

B. The employee must permit the Employer to assist him in seeking to obtain an exemption from jury duty if the Employer determines that the demands of service to the Client warrant an exemption.

C. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays and holidays, unless such Saturday, Sunday or holiday was the employee's normal work day. Compensation shall only be paid by the Employer for jury duty on a normally scheduled work day.

ARTICLE XVI: LEAVES OF ABSENCE

Section 1: Maternity and Sick Leave

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993 and/or the District of Columbia Family and Medical Leave Act (as applicable). Eligible non-probationary employees will be granted unpaid leave in accordance with federal and other applicable FMLA requirements for their own serious



illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Whenever an employee who is pregnant or otherwise sick determines that he/she cannot perform his/her duty safely or efficiently, the employee shall take a leave of absence. An employee who takes such maternity or sick leave may elect to utilize as much paid sick leave as he/she has accrued. During such leave of absence, the employee shall retain his/her existing seniority and shall continue to accrue seniority.

Section 2: Extended Maternity and Sick Leave

If an employee who is ill (or returning from maternity leave) and unable to work has exhausted his/her accrued days of maternity and sick leave, the employee may request and may, at the Employer's discretion, be granted extended sick leave without pay of up to six (6) months. During an extended maternity and sick leave, the employee shall not continue to accrue seniority, although all seniority attained prior to the granting of extended maternity and sick leave shall be retained.

Section 3: Personal Leave Without Pay

An employee may request personal leave without pay for a period of up to thirty (30) days. It is within the Employer's sole discretion whether such requests, which must be in writing and state the reason for and length of the desired leave, will be granted. Neither seniority nor benefits shall accrue during such personal leave. Employees on leaves of absence for personal reasons who accept other employment during such leave shall be considered as having resigned. Upon giving two (2) weeks notice of intent to return to work, an employee shall be scheduled to report to his former job, or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the employee's former shift or former site, he may be put on any shift or site, but will be returned to his former shift or site as soon as an opening is available, consistent with the Employer's



scheduling needs. The Employer shall not unreasonably deny an employee's request to return to his former shift or site.

Section 4: Bereavement Leave

Employees shall be entitled to two (2) days of unpaid bereavement leave and one (1) day of paid bereavement leave per full Government contract year for purposes of arranging and/or attending, on a day normally scheduled to work, the funeral of a parent, foster parent, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. If the funeral requires more than four hundred (400) miles drive, the employee shall be entitled to three (3) days of unpaid bereavement leave and two (2) days of paid bereavement leave. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be eligible for this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used.

Effective on February 1, 2009 employees shall be entitled to three (3) days of paid bereavement leave per full Government contract year for purposes of arranging and/or attending, on a day normally scheduled to work, the funeral of a parent, foster parent, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. If the funeral requires more than four hundred (400) miles drive, the employee shall be entitled to five (5) days of paid bereavement leave. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be eligible for this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used.

Section 5: 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.

A handwritten signature in black ink, appearing to be initials or a name, located in the bottom right corner of the page.

Section 6: Sick/Personal Leave

Effective on February 1, 2009 all employees shall be entitled to paid sick leave accruable upon satisfactory completion of the probationary period. These hours will not be considered worked hours. Sick leave shall be accrued at the rate of one (1) day every 3 months, not to exceed four (4) days per year.

Part-time employees shall receive three (3) Sick/Personal Leave days per year; any hours after 1,040 will be prorated. These hours will not be considered worked hours. Sick leave shall be accrued at the rate of one (1) day every 4 months, not to exceed four (4) days per year. New employees may not use Sick/Personal Leave during the Probationary Period, and shall not be entitled to any cash out if terminated during the Probationary Period.

All accrued, unused sick leave shall be paid to employees at the end of each contract year with the Government, when the Employer's contract with the Government terminates, or when the employment of an employee with the Employer terminates, whichever occurs first.

An Employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid Sick/Personal Leave or as early as reasonable in order to promote notification. Employees may use accrued Sick/Personal Leave to cover such absences. Sick/Personal Leave will be payable for full days of absence during to illness commencing on the first day of such absence. The Employer may require written proof of the employee's disability or require a written statement from a medical care provider if the employee's absence exceeds two (2) consecutive days.

ARTICLE XVII: WEAPONS

The Employer agrees to implement a regular maintenance program for all Employer-owned weapons. Pursuant to this program, weapons shall be checked, cleaned, and, if necessary, repaired or replaced at least once every ninety (90) days. Employees have the obligation to ensure that their weapons are at all times in proper working order. If an



employee has knowledge that his or her weapon is not in proper condition, the employee shall immediately report this to his or her supervisor for investigation.

ARTICLE XVIII: SENIORITY

Section 1: Seniority Lists

The Employer shall maintain a seniority list for all regular full-time and part-time employees employed by the Employer at each location. The Employer shall furnish the Union with copies of such lists at least once every six (6) months, or as requested by the Union.

Section 2: Scheduled Overtime

Opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer. In the event that the Employer has advance knowledge of twenty-four (24) hours or more, such work will be offered consistent with seniority whenever possible. When the Employer has an unanticipated exigent need to provide coverage, the Employer shall have the right to require an employee who normally performs the work to remain on duty until relieved and/or to require an available employee to provide such coverage, as conditions warrant. The Employer shall actively seek relief for the employee who is held over. Such overtime work shall follow a rotation among employees as detailed in Section VII, Article 4

Section 3: Permanent Position Openings

As permanent positions open, notice shall be posted. Employees shall have five (5) days within which to bid. First preference shall be given to the employee with the most skill, ability, and seniority. The successful bidder's prior position may then be bid. The following opening(s), if any, may then be assigned by the Employer without challenge.

Section 4: Promotions

In the event that a higher level job becomes available, first preference for such job shall be given to the most qualified employee currently employed at each location with the



most skill, seniority, and ability. For the purposes of this section, a qualified employee is an employee who possesses work experience relevant to the higher level position, who has demonstrated the ability to lead and effectively interact with fellow employees, who has a good attendance and employment record, and who has the requisite permits and security clearances required for the job. If the most senior and qualified employee declines the promotion, such position shall be offered to the next most senior and qualified employee, and so forth, taking into account seniority whenever all other such considerations are equal.

If an employee who has been promoted is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements for the position to which he or she was promoted, such an employee shall be demoted to his or her original or similar position in the bargaining unit at the employee's prior site or other site and shall receive the appropriate rate of compensation for such lower position. Time spent as a supervisor shall not count toward a unit employee's seniority.

Section 5: Reduction in Force

In the event that the work force at each location shall be reduced for any reason, the employees with the least seniority shall be laid off first. Shift reassignments shall be by bidding. Full-time employees may bid to return on a part-time shift and be transferred to a full-time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full-time employee may decline recall to a part-time position and remain on the recall list at the option of Employer.

Section 6: Layoff and Recall

A. As jobs become available at each location, employees shall be recalled in order of their seniority at the facility, where qualified. Probationary employees who have been laid off have no recall privileges.



B. In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority which he or she possessed at the time of the layoff except as provided below.

Section 7: Loss of Seniority

In the event the Employer loses its contract to provide services at each location, the Employer will have no obligation with regard to this Section after the termination of its contract. Except as is provided below, an employee who is laid off for reasons other than the Employer's loss of contract to provide services at each location will retain his or her seniority for sixty (60) days.

An employee's seniority with the Employer shall be broken if the employee: voluntarily quits; retires; is discharged for cause; is absent from work for two (2) consecutive working days without notifying the Employer of the reason for his absence before the close of the two (2) day period, unless there was an emergency recognized by Employer which prevented the employee from properly notifying the Employer, or fails to return to work from layoff within five (5) working days after the mailing of notice of recall by the Employer.

In the event that an employee is laid off for reasons other than the Employer's loss of contract, the Employer shall, within thirty (30) days of the layoff, determine if the employee is qualified for work at another job site, and, if so, offer the employee the opportunity for a transfer.

An employee's seniority shall not be broken by a lay off due to an employee's efforts at re-qualification pursuant to Article XIX.

A laid off employee who is recalled shall be sent notice of recall by certified mail. If such employee does not respond within five (5) business days of the Employer's sending such certified mail, or the employee refuses such offer, the employee will be deemed to have voluntarily quit., even if the notice is returned as undeliverable. An employee who has voluntarily quit or otherwise been terminated has no right to recall.



Section 8: Shift and Post Reassignments

In the event the Employer determines it is necessary to rotate employees among posts, every reasonable effort shall be made to assign employees during the same shift in which they worked. The Employer will make every reasonable effort consistent with its business needs to assign employees in such a manner as will not disrupt established child care arrangements as well as family or other work obligations. Assignments are to be made in an unbiased manner and in accordance with seniority to the extent possible.

ARTICLE XIX: VOLUNTARY QUILTS

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

A. The employee accepts employment in a management or supervisory capacity with a competitor of the Employer at the same time while 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, voluntarily quits.

B. The employee fails to report for work within forty-eight (48) hours of the beginning of his/her scheduled shift after the expiration of a leave of absence without a telephone call or other explanation, unless there was an emergency recognized by Employer which reasonably prevented the employee from properly notifying the Employer.

C. The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Employer, unless there was an emergency which reasonably prevented the employee from properly notifying the Employer.

D. The employee fails to respond within five business (5) days of the Employer sending a notice of recall by certified mail, unless there was an emergency which prevented the employee from properly notifying the Employer.



ARTICLE XX: TRAINING AND REQUALIFICATION

Section 1:

The Employer agrees to pay employees who are required to re-qualify with a weapon on a firing range for up to four (4) hours at the hourly rates set forth herein, so long as the employee reports to the firing range and pursues test in good faith.

Section 2:

The Employer shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Employer shall offer to employees the opportunity, at Employer's expense, to have one (1) practice session prior to any formal re-qualification test. The employee shall be given at least two (2) opportunities to qualify, both of which must be prior to the expiration of his or her permit; only the first qualification test shall be at Employer's expense. If the employee fails to re-qualify after the second attempt, the employee will be allowed to re-qualify at his/her own expense through an Employer approved listing of outside agencies within thirty (30) days. If the employee fails to re-qualify in the thirty (30) days they will no longer qualify for employment with the company. If the employee is unable to re-qualify prior to the expiration of his or her permit, the employee shall be immediately removed from an armed position and laid off without pay for a maximum of six (6) months. Such employees shall be immediately reinstated after re-qualifying during the six (6) months period of suspension provided such opening exists and there have been no more than two attempts to re-qualify. An employee laid off pursuant to this provision shall not accrue seniority or fringe benefits during his or her period of layoff. If the person does not re-qualify during this suspension period, such action will be considered as a voluntary quit.

Section 3:

If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended

as in Section 2 above. If the employee does not satisfactorily pass his or her physical within the period of time, the employee shall be considered as having voluntarily quit.

Section 4:

If an employee does not successfully complete and pass his or her government-required first aid and/or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be suspended as in Section 2 above. If, however, after thirty (30) days following the date on which the employee was required by the government to have passed such examination or examinations, the employee has not taken and passed same, he shall be regarded as having voluntarily quit.

Section 5:

The Employer agrees to pay for any required medical examinations of all employees covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer. If the employee chooses another facility, the Employer will reimburse the employee for the cost up to a maximum of sixty-five (\$65) dollars. The Employer agrees to pay for all training and certifications as set forth in the government solicitation.

ARTICLE XXI: UNIFORMS

Section 1:

The Employer shall provide at no cost to all new employees those items listed in the Employer's service contract. Employer agrees to pay each employee for uniform maintenance and replacement as stipulated in the Appendix. Employees may purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the employee pay.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Project Manager.



Section 2:

Upon termination of employment, the issued clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employees final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition. The deduction for such missing, un-cleaned, or damaged items will be the cost to the Employer.

ARTICLE XXII: SUCCESSORSHIP

A. If ownership of the Employer is changed, in whole or in part, through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.

B. In any case of change in ownership or acquisition of other operations or functions, at least thirty (30) days notice shall be provided to the Union.

ARTICLE XXIII: SUPERVISORS WORKING

Supervisory personnel may, without prior notice, be temporarily assigned to cover unit work in an emergency situation. In no event shall such temporary assignment(s) exceed thirty (30) days in any year.

ARTICLE XXIV: 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). Holiday benefits shall be paid as specified in the Appendix, provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day



Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holiday pay will not be granted to employees when a holiday falls within a period of leave of absence and/or layoff.

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:

The employee who is requested and agrees to work any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and will be subject to discipline.

Section 4:

The employee must work his scheduled day before and scheduled day after the holiday to receive the holiday benefits, unless otherwise excused.

Section 5:

Part time employees will receive a pro-ration of the holiday benefit based on the hours worked in the two full workweeks prior to the workweek in which the holiday falls.

ARTICLE XXV: VACATION

A. Full-time employees covered by this Agreement who have continuously been employed within the Bargaining Unit for a period of one (1) year shall, as of their anniversary date, begin to earn two (2) weeks paid vacation per year.

B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall, as of their anniversary date, begin to earn three (3) weeks paid vacation per year.

C. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) years shall, as of their anniversary date, begin to earn four (4) weeks paid vacation per year.

D. Part time employees shall be eligible for vacation. Such vacation shall be earned on a pro rata basis per the same schedule as full-time employees described in paragraphs A, B and C of this Article.

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

F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority; vacation assignments are exclusively reserved for determination by the Company in order to ensure the orderly operations of the Client's facilities.

G. Vacation time must be taken within the year following the year for which it was earned.

H. Vacation time must be taken within the year following the year for which it was earned. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment.

ARTICLE XXVI: HEALTH AND WELFARE

A. To be eligible for Health and Welfare Benefits, an employee must have completed thirty (30) days of service. Health and welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference for all regular hours worked, up to forty (40) per week. Such payments will be paid directly to the employee with their wages.

B. All employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required employee contribution toward health coverage.

C. All employees who are not eligible for Family Medical Leave may maintain their health coverage by paying the full premium required under the operating insurance plan.

ARTICLE XXVII: 401(k)

All employees will be eligible to participate in the AlliedBarton 401(k) Plan; there will be no cash payments made of proceeds intended for 401(k) benefits. The Employer will recognize and take whatever action is necessary to allow employee contributions to be withheld through payroll deduction and forwarded to the plan office in an orderly fashion. The Employer will allow 401(k) Plan materials and information to be circulated to employees as long as the circulation of these documents and informational materials does not interfere with their duties and responsibilities. The Employer will forward employee contributions and required data at the times and in the form prescribed by the 401(k) Plan Program. Employer will also make a matching contribution as set forth in the AlliedBarton 401(k) Plan.

ARTICLE XXVIII: WAGES

The Employer agrees to pay employees at the wage rates set forth in the Appendix A.

ARTICLE XXIX: GOVERNMENT SUPREMACY

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. If time permits, Employer will discuss any changes with Union prior to their implementation. These discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, Employer and Union will endeavor to

renegotiate that particular section of the CBA, all with acknowledgement by Union of the obligation of Company to comply with the Government directive.

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examination, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by any employee or the Union to the grievance and arbitration provisions. Any compensation and expenses required by the Government to be borne by Employer shall be borne by Employer. Any compensation or expenses, subsequently no longer mandated or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer after providing notice to the Union and allowing the Union to meet and to confer with Employer over the effects of that intended action.

ARTICLE XXX: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders or Attachments thereto 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 and of any Rider thereto, 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. 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 either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



ARTICLE XXXI: DURATION OF AGREEMENT

Except as otherwise provided in this Article, this Agreement shall be in full force and effect on October 9, 2008, and shall remain in effect until (and including) October 8, 2011. With respect to wages and fringe benefits (including health and welfare), the applicable provisions of the Agreement shall take effect as specified in Appendix A.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, this 10th day of October, 2008.

NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY OFFICERS (NASPSO)

By: [Signature] Date: October 8, 2008

Name: CALEBA GRAY-BURRIS
Title: EXECUTIVE DIRECTOR

By: [Signature] Date: October 8, 2008

Name: Nyeka L. Barnes
Title: Union Rep/Shop Stewart

By: [Signature] Date: OCTOBER 8, 2008

Name: JEFFREY BUCKNEY
Title: SHOP STEWARD

ALLIEDBARTON SECURITY SERVICES, LLC

By: [Signature] Date: 10/10/08

Name: John D. Reddick Jr
Title: Division President

APPENDIX A

**Economic Provisions for
NASPSO, REGIONAL OFFICE BUILDING**

Listed below are the wages and benefits for each year of this Agreement:

	10/9/08	2/1/09	2/1/10
Hourly Wage	\$20.66	\$21.50	\$22.25
Health & Welfare	\$3.24	\$3.24	\$3.31
Pension Cashout*	n/a	\$0.40	\$0.50
Uniform Allowance**	\$0.45	\$0.45	\$0.45

* The Employer shall pay the Pension Cashout directly to employees with their wages for all regular hours worked up to forty (40) hours per week.

** The Employer shall pay \$0.45 per hour for uniform allowance for all regular hours worked up to forty (40) hours per week.

Should the appropriate DOL Wage Determination be modified the Employer agrees to reopen negotiations with regards to the Hourly Wage and Health & Welfare benefits provided for in the agreement.

Effective on August 15, 2008 the parties have agreed that the Dare to Be Great Performance Bonus Program will be in effect until October 9, 2008 whereupon the Dare to Be Great Performance Bonus Program will cease.



Attn: Jill or Gil

Date: 10-9-08

From: NASSPSD Shop Stewarts

Phone #: 202/708-5276

Fax #: 1-866-381-8140

Comments: Please sign & forward
to Caleeb Burris the full CBA with
every page initialed. Thank You!

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

NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY OFFICERS (NASPSO)

By: [Signature] Date: October 8, 2008

Name: CALEBA GRAY-BURRIS
Title: EXECUTIVE DIRECTOR

By: [Signature] Date: October 8, 2008

Name: Nyeka L. Barnes
Title: Union Rep/Shop Stewart

By: [Signature] Date: OCTOBER 8, 2008

Name: JEFFREY BLAKENEY
Title: SHOP STEWARD

ALLIEDBARTON SECURITY SERVICES, LLC

By: [Signature] Date: 10/08/08

Name: John D. Redden Jr
Title: Division President