Agreement

Between

SecTek, Inc.

And

Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and their Affiliated Local Unions

NASA AMES Research Center, Moffett Field, California

November 1, 2010 – October 31, 2012

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PREAMBLE OF THE AGREEMENT

This Agreement is entered into this day, November 1, 2010, between SecTek, Inc., its successors and assigns, hereafter referred to as the Company or the Employer whose address is 111413 Isaac Newton Square, Reston Virginia, 20190 and Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and their Affiliated Local Unions 265 Hegenberger Road, Oakland, CA. 94621 hereinafter referred to as the Union.

The Union acknowledges that the Company's operations at Ames Research Center are pursuant to a contract (or contracts) with the National Aeronautics and Space Administration (NASA) and nothing herein shall be construed to place the Company in violation of such contracts. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the NASA Contracts and the Company's obligations to its client, the National Aeronautics and Space Administration.

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

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

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

ARTICLE 1 – Recognition

1.1 The Company recognizes the union, Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and their Affiliated Local Union as the exclusive bargaining agent for all of the Company's office clerical and 911 dispatchers. Excluded are supervisors and other management personnel as defined in the NLRA, as amended.

1.2 It is further understood that the Agreement does not cover employees employed at geographical locations other than Moffett Field and/or Ames Research Center.

ARTICLE 2 – Probationary Employees

2.1 Newly hired, rehired after termination of seniority or newly assigned employees shall be classified as probationary employees for a period of ninety (90) days from date of successful completion of required training, unless extended by management. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Company, without regard to the provisions of Articles 6 and 8 of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided. Probationary Employees are not entitled to sick leave pay or vacation pay or vacation pay accrual until satisfactory completion of the probationary period. The Company may extend the probationary period a maximum of sixty (60) days if necessary.

2.2 With good cause, the probationary period may be extended up to sixty (60) days, if necessary to provide additional evaluation of probationary employees. The company will meet and confer with the local union representative prior to the extension of probation.

ARTICLE 3 - Equal Employment Opportunity

3.1 Both parties agree there shall be no discrimination against any employee or applicant for employment because of the employees race, creed, color, religion, sex, sexual orientation, national origin, disability, or age as required by state and federal laws, nor because of their involvement in or refraining from participation in Union activities and express their intent to provide equal employment opportunity in all aspects of the employment relationship. Both parties agree to work wholeheartedly towards the resolution of any claim, dispute or grievance arising from this agreement through the use of the agreed upon Grievance and Arbitration procedures contained herein.

ARTICLE 4 – Continuity of Operations

4.1 During the term of this Agreement there shall be no strikes, lockouts, work stoppages, picket lines, slowdowns or secondary boycotts. The Union guarantees to support the Company fully and maintain operations in every way and any employee engaging in such activities shall be subject to discipline or discharge as appropriate under the circumstances.

4.2 In the event of any work stoppage by another labor group involving the client's property or operations, the employees will continue to perform their duties for the protection of life and property, fire watch, and protection of security interests on the premises.

4.3 Employees will not be required to participate in any strikebreaking activities: the employees shall maintain ingress and egress to the premises during a strike.

4.4 The Union agrees as part of the consideration of the Agreement, it will, within 24 hours, take steps to end any unauthorized work stoppages, picketing, strikes, intentional personal slowdowns or suspensions of work and shall notify its members by newspaper, by telephone and by use of Company and union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

ARTICLE 5 - Government Action

The Union agrees to cooperate with the Company in all matters required by the Government, (as presented by an agent of the Government with the authority to amend and/or suspend contractual agreements and in compliance with federal and state laws and NASA regulations) and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities, which the Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action, which the Government directs or requires, the Company to take immediately may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company will discuss with the Union the effects of that action.

5.1 If the contracting agency (NASA) directs that a specific employee be removed from the contract or otherwise disciplined for just cause, any such action directed may be undertaken by the Company. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. The Union will be entitled to an appeal process available through the Company and NASA Contract in accordance with the Administrative Procedures Act.

5.2 The Union recognizes that the Company has certain obligations in its contract with its client pertaining to security clearances and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Company that an employee covered by this Agreement does not have or cannot obtain the required Security Clearance, and thus is restricted from work on, or from access to classified material, neither the employee nor the Union will contest discharge of such employees by the Company. If the employee is successful in appealing the action with the agency, the employee will be offered re-employment without back pay.

5.3 The Union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 6 - Grievance / Arbitration Procedures

6.1 In order to establish effective methods for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in it's good faith judgment. The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor

Standards Act). This duty to arbitrate shall apply to all claims which the Employee believes the employee may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

6.2 Step 1. An employee who once becomes aware of a situation and believes the employee had a justifiable complaint or grievance promptly shall discuss it with the employees' immediate supervisor within five (5) working days in an attempt to settle the matter. A Union representative may be present or may present the grievance on behalf of the Union or the Employee.

6.3 Step 2. If the employee is dissatisfied with the response of the employees' immediate supervisor in Step 1, the grievance must be brought to the HR Manager. The HR Manager shall have (5) working days from date of receipt of the grievance to respond. A Union Committeeman may be present or may present the grievance on behalf of the Union for the Employee. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

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

6.5 Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration in accordance with the following procedures and limitations.

6.6 The Union, within ten (10) calendar days after the rejection of the grievance by the Company's Designated Representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list arbitrator's to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

6.7 In the event of arbitration pursuant to Section 6.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decisions to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

6.8 The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 6.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a

stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

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

6.10 The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management

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

6.12 Sections 6.6 through 6.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 6.6 through 6.12.

6.13 If the dispute has not been resolved pursuant to the procedures outlined in Sections 6.1 through 6.5, the resolution of the clam shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS, in California, San Jose or in such location that the arbitrator determines is more convenient for the parties. If the Employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

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

6.15 In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable statute or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute. Should for any reason the obligation to arbitrate provided by this Section 6.13 be held invalid, both parties (including all employees covered by this

Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or the Employee's employment hereunder subject to California Law, except in grievances that impinge in the following Federal Laws and Acts:

- Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin
- The Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination
- The Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older
- Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments
- Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government
- The Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination

6.16 The Employer and Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the Employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

6.17 JOINT LABOR MANAGEMENT COMMITTEE

Two members of the Union shall serve with two Company representatives as employee members of the Joint Labor Management Committee. The purpose of the Joint Committee is to afford a better means of communication between the employees and the Company through informal discussions of matters of mutual interest. The Joint Committee will meet monthly during working hours, or as jointly agreed upon by the Union and the Company.

ARTICLE 7 - Management Rights

7.1 General

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

7.2 Failure to Exercise Rights

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

7.3 Nature of Work

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government, its customers and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. Except for those matters specifically addressed in the Agreement, the Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union. Any changes to Company rules of conduct shall become effective after notice of such change is received by the Union.

ARTICLE 8 – Discipline and Discharge

8.1 The Company has the right to discipline or discharge any employee for incompetence, willful disobedience, disorderly conduct, negligence, or any other just and sufficient cause. Nothing herein shall preclude the Union or the employee from pursuing any claims they may have against the government. In Addition, the term "cause" shall include application of the Company's progressive discipline policy. If the employee and or Union disagree with the results of a discipline hearing with the Project Manager or designated representative, the grievance procedure will commence and terminate with step four as noted in Article 6.4. Nothing herein shall preclude the Union or the employee from contending that the underlying infraction did not occur or from the Company contending that the progressive discipline was not appropriate in any particular circumstance as set forth in the policy.

8.2 All Discipline and Discharge shall be subject to the Grievance and Arbitration procedure contained in Article 6.

8.3 Written notice of disciplinary action will be furnished to the affected employee within five (5) working days after the Company completes its investigation of the incident.

8.3 Upon taking of discharge action against an employee, the Company will permit the employee to attempt to contact their Union representative, if the employee so desires, before leaving the premises: and as soon as practicable following the discharge the Company will notify the Union representative of the action taken.

8.4 Any employee interviewed concerning the discipline may, if the employee so desires, request the employee's Union representative be present during such interview.

8.5 During the employee's probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

8.6 In imposing any discipline on a current charge, management will not take into account any prior infractions, which occurred more than one (1) year previously.

ARTICLE 9 – Part Time Employees

9.1 A Part-time employee is defined as one who is regularly scheduled to work less than thirty-two (32) hours per workweek. Part-time employees will have seniority only among part-time employees. Part-time employees shall be placed full-time in the order in which they were hired unless the Company can show just cause regarding why the employee is being bypassed. Any part-time employee who is offered a full-time position and refuses it shall be placed at the bottom of the list for the next full-time vacancy. Any part-time employee who becomes full-time shall be placed on the seniority roster for full-time employees on the date the employee is reclassified as full-time providing the employee has completed the probationary period.

9.2 Part-time employees are entitled to receive fringe benefits to include pro-rated vacation and holiday pursuant to the Service Contract Act. Full- time employees, after completing the probationary period who are thereafter voluntarily placed on part-time work, will retain their full-time seniority; however, they shall not accumulate full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority roster to which their full time seniority entitles them. The Company further agrees to prepare a seniority list; a copy will be furnished monthly to the local Union representative.

ARTICLE 10 - Union Security and Authorizations for Check-off of Union Dues

10.1 As It is hereby understood and agreed by and between the Company and the Union that:

a. This agreement shall become effective upon execution and shall remain in full force and effect concurrently with the basic collective bargaining agreement between the parties hereto.

b. All security employees subject to the Agreement between the Company and the Union shall become members of the Union thirty (30) days from their date of hire and shall, as a condition of continued employment, maintain membership in the Union while this Agreement is in effect to the extent of paying initiation fees and membership dues uniformly required as a condition of acquiring or retaining membership.

10.2 During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union, and remit to the Union, service fees uniformly levied in accordance with the Constitution and By-Laws of the Union and in accordance with the NLRA, as amended, provided such member of the Union voluntarily executes the Check-Off Authorization Card, which shall be furnished by the Union.

10.3 When a member of the Union executes such Check-Off Authorization Card in a manner suitable to the Union, the designated Financial Secretary/Treasurer of the Union shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card, which is incomplete or executed in a manner not suitable to the Company, will be returned to the Financial Secretary/Treasurer.

10.4 Any notice of revocation as provided for in the NLRA, as amended, must be in writing, signed by the employee and delivered by registered mail, addressed to the appropriate Company accounting official, with a copy to the Union.

10.5 Check-Off Authorization Cards and notices received by the Company accounting officials will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.

10.6 When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the appropriate Financial Secretary/Treasurer of the Union a check, in payment of all dues collected, not later than the 15th day of the month following the month in which such fees are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Union membership dues to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.

10.7 No deductions of Union fees will be made from the wages of any employee who has executed a Check-Off Authorization Card and who has been transferred to a job not covered by this Agreement, or who is not in a pay status. Upon return to work within a job covered by this Agreement, deductions from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement and provided it is in accordance with appropriate provisions of the NLRA, as amended. A transferred employee

who returns to a job covered by this Agreement will be required to submit a new Check-Off Authorization Card in order to resume the deduction of Union fees.

10.8 An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or reemployed, further deductions of Union fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

10.9 Collection of any back Union fees owed at the time of starting deductions for any employee and collection of Union fees missed because the employee's earning were not sufficient to cover the payment of Union fees for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.

10.10 Deduction of Union fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect Union fees shall not extend beyond the pay period in which the employee's last day of work occurs.

10.11 The Union agrees that upon receipt of proper proof, it will refund to an employee any deduction erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union further agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability, which may be made against it by any party for amounts, deducted from wages herein provided.

10.12 When the Employer hires an employee covered by this Agreement, the Employer shall report to the Union the name, address, classification and the date of hire for each employee within seven (7) days following the hiring of the employee.

ARTICLE 11 - Union Representation

11.1 For the purpose of processing grievances, the Company shall recognize the following Union Representatives. The Employee's principal authorized agent shall be the Union Business Agent.

11.2 The Union shall designate no more than two (2) Stewards and one (1) alternate to serve in the absence of the Stewards. The Union shall notify the Company in writing of the selection of Stewards.

11.3 Stewards and Union officers shall not interfere with the management of the Company's business or the work of any employee, but may advise the Company of any alleged violations of the Agreement. Stewards and Union officers may not interview any employee or otherwise conduct Union-related business with any employee while such employee is on duty, unless the business is directly related to a pre-disciplinary interview or a grievance meeting. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business.

11.4 The Company will provide bulletin board space for the Union upon which Union representatives may post notices pertaining to business of the Union.

11.5 It shall be the responsibility of the Union to advise the Company in writing of all changes in the designation of Union Representatives and alternates.

11.6 For purposes of this section, an employee may not leave the employees post in order to perform the employee's duties as a Union officer/Stewart or alternate unless adequate replacement coverage has been arranged.

11.7 Steward System

A. The Company agrees to recognize a steward system.

B. The Union agrees that the Union stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement.

C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor at the request of the Employee will release the steward as soon as possible.

D. The Company will allow the Union representatives access to all work sites and employees, not to interfere with the employee's duties or work performance, for the purposes of interviewing and investigating grievances.

ARTICLE 12- Seniority

12.1 Seniority shall be defined as an employee's length of service from the first date of hire at the NASA, Ames Research center located at Moffett Field, CA. 94035. Job Classification seniority shall be defined as an employee's length of service from the first date of working in any particular job classification. If a reduction in force is necessary, employees will be terminated on a reverse job classification seniority basis.

12.2 When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than seventy- two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest job classification seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within forty-five (45) days, unless the employee agrees to remain on the new shift.

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

12.4 Where applicable, a new shift bid will be conducted twice a year in December and June. The results of the bid will determine the shift assignments for the following six (6) months beginning in January and July respectively. The shift bid will be conducted in such fashion as to ensure the assignments and consistent with the employee's choice by seniority and meet the operational requirements of the company as outlined in their contact with the government and the terms of the Agreement.

12.5 An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority they had as of the date of the employee's promotion or transfer but shall not accrue additional seniority while so employed. If the employee is later returned to the bargaining unit, the employee will return to a job to which their seniority entitles them. If the employee does not return within nine (9) months, the employee shall lose all seniority rights.

12.6 In the case of employee requested job transfer to another job classification, there will be a thirty (30) day probationary period If the employee upon their request to be returned to their previous position, and their previous position is available, they maybe returned to their former position. They shall suffer no loss of seniority in their previous position. However, if an employee is returned to their former position they may not bid for another position for a period of six months. If the Company directs a return of an employee to their previous position they will not suffer a loss in seniority.

12.7 An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, shall lose all seniority rights, except for the provisions of paragraph 12.5 above, shall lose all seniority rights.

12.8 If a reduction in force is necessary, employees will be terminated on a reverse seniority basis. Employees terminated due to reduction in force, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. The employee will pay for any expense incurred as a result of accepting such vacancies.

12.9 Employees terminated due to reduction in force shall have job classification call back rights. The Union shall keep all seniority records for call back purposes. In the case of a recall, employees who have been terminated because of reduction in force shall be notified, at their last known address, in order of the Union's job classification seniority list, to report to work. The notice shall be delivered by registered mail. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit their seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving themselves or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If the employee is unable to return at this time, they will be given an opportunity to return at the next opening.

12.10 An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that the employee shall be subject to termination due to reduction in force according to their seniority. The Union shall keep all seniority records for disability recall purposes. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

12.11 In addition to the reasons outlined in Article 13, employees shall lose their seniority rights if:

a. The employee resigns, quits or retires.
b. The employee is discharged for just cause.
c. A an employee terminated due to reduction in force and not called back for rehire for nine (9) consecutive months

Each employee terminated due to reduction in force must notify the Company in writing, advising of any changes of address and their availability for work.

12.12 For the purpose of reduction in force and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

12.13 For the purpose of seniority and overtime hours, scheduled overtime shall be offered to the most senior eligible employee in each job classification on the seniority list. If the senior employee declines the overtime, they shall remain on the top of the overtime eligibility list. Should the senior employee accept the overtime, they shall move to the bottom of the overtime eligibility list. This process will be repeated until the vacancy is filled for the particular job classification. Unscheduled overtime will be applied in accordance with Article 14.2.

ARTICLE 13 – Workweek

13.1 The normal designated workweek shall commence at the start of the assigned/bided shift 0001 Sunday and thirty-two and or forty (32/40) one hundred sixty-eight (168) hours thereafter. The normal designated workday shall consist of eight (8) twenty-four (24) hours beginning at the start of the assigned or bided shift work week day. 0001 hours and normal shift shall consist of eight (8) to twelve (12) consecutive hours. Under emergency conditions (e.g. National Security, War, etc. shift schedules may be changed due to government requirements. The employer will provide as much notice as possible when National Security or War time condition drive immediate schedule changes. The Company may meet and discuss implementation of alternate work schedule which include 4/10 plans. Alternate work plans shall not cause a negative financial or operational impact for the Company or the Government. Alternate work plans shall not create additional overtime payments. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events.

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

13.3 Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal work week. However if a reduction of hours should occur, the Company will do so by seniority order and any proposed change to reduce hours will be with the object of keeping as many seniority employees at their normal number of hours per week as possible. The Company will meet and confer with the union with respect to these changes prior to their implementation.

13.4 However, if the Employer calls in an employee to work with less than eight (8) hours notice and the Employer determines there is insufficient work to provide the employee with their full scheduled hours of work, the employee shall be entitled to one-half (1/2) of their regularly scheduled hours to a maximum of four (4) hours. This guarantee shall have no force and effect if events beyond the control of the Employer (acts of God, equipment or power failure, storm, flood, fire, etc.) intervene.

13.5 The Company shall temporarily fill all Union replaceable positions that are open on any given day due to personal leave, vacation, bereavement, or any other reason. The Company will make every effort to fill vacant positions with qualified Union members.

13.6 In the event of an assigned shift change which alters employees anticipated shift conditions, the Company will make an attempt to contact the employee by telephone prior to reporting to work advising them of the change and the reason the change was made.

13.7 A current work schedule shall be posted and available for employees to review at a reasonable time no less than two weeks before the schedule is to be implemented.

13.8 Employees may trade shifts and such action will be handled administratively by the supervisor or designated representative. Shift trades will be documented by an internal document that is a binding agreement between the employees engaging in the shift trade.

ARTICLE 14 – Overtime Compensation

14.1 No overtime work shall be required or permitted except by direction of the proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained. Once an employee turns in their equipment and signs out, the Company has no right to force them to stay, except in government declared emergencies.

14.2 Based on the obligations in the Government's contract, the Company shall have the right to holdover employees until relieved and/or to require an available employee to provide coverage of the post. Employees on post will be offered first right of refusal, next to employees on the current shift, and then to employees on the oncoming shifts, and employees off duty by seniority until the overtime requirement is filled. Whenever practical the Company will attempt to provide four (4) hours notice to employees on duty that will be required to work overtime.

14.3 Overtime pay will be paid at one and one half (1.5) times the employee's base hourly straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours in a workweek. An employee will be paid at two (2) times the employee's base hourly rate for all hours worked in excess of twelve (12) hours worked per day or for all hours worked on a seventh consecutive eight (8) hour work day within the normal workweek.

14.4 The payment of overtime premium pay for an hour excludes that hour from consideration for premium or overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium or overtime payment is due under this Agreement, only the higher rate shall apply.

ARTICLE 15 – General Wage Provisions

15.1 All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix C attached to this agreement.

ARTICLE 16 – Holidays

16.1 All full-time employees will be paid their regular straight time hourly rate for eight (8) hours for each of the following observed Federal holidays on which they are not required to work. The paid holiday is the day observed and recognized by the Federal government and may not be the actual holiday:

New Years Day
Martin Luther King, Jr. Birthday
President's Day
Independence Day
Memorial Day
Good Friday*
Columbus Day
Veterans Day
Thanksgiving Day
Labor Day
Christmas Day

* The Employee may exchange Good Friday for one "Floating Holiday" per calendar year, which may be taken on a date requested by the employee. The Floating Holiday must be used within the calendar year. Request for the Floating Holiday must be made on the leave request form, be made in advance with a minimum of fourteen days notice and be approved by a supervisor. The Floating Holiday may not be carried over from year to year. The Floating Holiday may not be used for call offs. The Floating Holiday must be taken in eight hour (8) increments.

16.2 When any of the above falls on a Saturday or Sunday the holidays will be observed on the same day that the government observes it.

16.3 In order to be paid for holiday pay a full time employee must have been employed 31 calendar days and must work the last scheduled workday proceeding and the first scheduled workday following the holiday.

16.4 An employee eligible to receive holiday pay who is scheduled to work on a holiday and who after being assigned, refuses or fails to report to work shall not receive holiday pay and shall be subject to such disciplinary action as is appropriate under the circumstances. An employee that reports for work on a Holiday, the day before or the day after a holiday then absents themselves for any reason or any part of the shift shall not receive holiday pay.

16.5 If a holiday falls on an employee's vacation, then the employee shall receive, depending upon business conditions either holiday pay, or in lieu thereof, the holiday will be added to the employee's vacation period so as to allow the employee an additional day of vacation. The Company shall advise the employee in advance of their decision.

16.6 Holiday pay shall not be used for the purpose of computing overtime.

16.7 The following provisions shall govern the assignment of employees working a holiday whether it is a celebrated or actual holiday. The Company shall determine the number of employees by shift, by seniority required to work in order to meet operational requirements.

16.8 An employee who is on unpaid leave or who is on a leave of absence shall not be eligible to receive holiday pay.

ARTICLE 17 - Vacations

17.1 Full-time Employees covered by this Agreement shall receive vacation benefits in accordance with the Service Contract Act. All vacation benefits will be paid at the hourly rate in effect at the time of the employee's most recent anniversary date. Accrual of vacation is based upon vacation earned by the employee without a break in service, in accordance with the Service Contract Act.

Full Time

Service Completed	Vacation Period	Vacation Pay	Ceiling
1-5 Year	2 Weeks	80 Hours	180 Hours
After 5 Years	3 Weeks	120 Hours	180 Hours
After 10 Years	4 Weeks	160 Hours	200 Hours
After 15 Years	5 Weeks	200 Hours	200 Hours

17.2 Vacation pay will be at the employee's straight time hourly rate. Part-time employee's vacation benefit hours will be prorated in accordance with the Service Contract Act.

17.3 Eligible employees shall continue to maintain the appropriate vacation accrued during employees absence compensated under the Company's weekly indemnity insurance program.

17.4 Vacation pay shall be computed at the employee's straight time base rate inclusive of all premiums at the time of vacation and shall be limited to those credits the employee has earned on the date of eligibility for such vacation.

17.5 Vacation preference will be given weight by the submittal date of each request and each job classification. If there is more than one vacation request submitted on the same date, preference will be given to the most senior employee in each job classification.

17.6 Vacation requests must be submitted to the Supervisor, ten (10) calendar days before time off begins. The Company recognizes that under certain circumstances employees won't be able to give supervisors ten (10) calendar days notice for time off requests. In these cases, managers will consider an employee's request for time off; however, the chances of the employee's request being granted may be reduced. Requests received less then ten (10) calendar days can be denied on the sole basis of receiving the request less than the specific time. For emergency time off requests, these issues shall be handled as the need arises.

17.7 Employees shall be notified of vacation request determinations by receiving a copy of their vacation application back within five (5) working days stating approved or disapproved. If a request is disapproved, no other requests for that time shall be approved without first offering that time to the first requestor. Under emergency conditions declared by governmental agency, when more than one employee is scheduled off for vacation, the Company shall have the option to cancel all other vacations other than the first granted request for each workweek. Only the first requestor will be approved pending availability or sufficient coverage.

Once the employee's vacation has been approved, the Company must receive the employee's cancellation request within three (3) calendar days prior to the approved time off or the employee must take the days off originally requested.

17.8 When an employee's approved vacation is cancelled due to operational requirements, such employee may elect to receive up to forty (40) hours of the employees vacation pay in lieu of vacation taken.

17.9 If an employee has received one hundred and eighty (180) hours of accrued vacation hours, such employee may elect to receive up to forty (40) hours of vacation pay in lieu of vacation taken.

ARTICLE 18 – Leaves of Absence

18.1 Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year shall be granted to not more than three (3) employees at a time to attend Union conventions and Conferences without loss of seniority rights and benefits. However, the Company retains the right to limit the number of attendees to less than three, or disapprove such leaves of absence due to emergencies or as client/contract operations demand. The Company will reply to any such approved or disapproved request for leave of absence or vacation within 10 Days, also in writing.

18.2 The Company will grant Union leaves of absence without pay to employees upon written request of the International Union or the Local Union, not to exceed one (1) year without the loss of seniority rights or the right to continue then existing benefits by the employees own payment.

18.3 An employee who is a member of the Military reserve or National Guard will be granted a leave of absence without pay when ordered to active duty for deployment or annual training.

18.4 The re-employment and seniority status of any employees hereunder who, while in the active service of the Company, enter the armed services or, during wartime enter the Merchant Marine of the United States, shall be governed by the Provisions the Uniformed Services Employment and Reemployment Rights Act (USERRA).

18.5 The provisions of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) will be complied with by the Union and Company. Company policy and procedures will be followed to comply with the provisions of the FMLA and CFRA.

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

a. The employee fails to report to work within two (2) days after expiration of a leave of absence without a telephone call or other explanation.

b. The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Company, except where failure to do so is the result of verifiable emergency circumstance.

c. The employee fails to respond within five (5) business days of the Company sending out recall notice.

ARTICLE 19 – Drug and Alcohol Policy

19.1 The parties recognize that, in the security business, the use of controlled/uncontrolled substances, which cause intoxication or impairment on-the-job or alcohol, poses risks to the Company, the affected employee and the employee's co-workers and the public. An employee cannot perform the employee's work adequately if they are under the influence of illegal drugs or alcohol and an employee under the influence of drugs or alcohol also presents a danger to the employee and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the competency to perform security work and are grounds for revocation of the employees firearms permit. It is SecTek's policy to maintain a drug-free and alcohol free workplace.

19.2 Accordingly, the unlawful use, possession, sale or transfer of illegal drugs or mind-altering substances is strictly prohibited, as is the consumption of any alcoholic beverage while on duty. Reporting for work or being under the influence of alcohol, illegal drugs or any mind-altering substance is strictly prohibited. For the purpose of this policy, the workplace includes all Company facilities and property, vehicles used in the course of work, and any location at which an employee is performing work for the Company.

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

19.4 Compliance with the Customers and the Company's Alcohol and Drug Abuse Policy is a condition of continued employment. Violation of this policy subjects an employee to immediate termination pursuant to Article 8, Section 8.1.

19.5 All employees will participate in the Company's Alcohol and Drug Testing Program. Testing may occur prior to employment, at random, where there is reasonable suspicion of alcohol or drug use, when a work-related incident/accident occurs, or on a random basis. A "positive" test result will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test result and will also be grounds for termination.

a. A "drug" is any controlled substance listed on Schedules I-V of 21 CFR, Section 308.

b. A "positive" test result means, with respect to alcohol testing, that a test performed: (i) of a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .05% or more; (ii) of a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .05%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .05% or more during a restricted period; or (iii) with respect to drug testing, on a urine specimen provided by the employee detected any amount of a drug exceeding California State threshold amounts.

19.6 Testing methodology for blood or urine specimens and laboratory certification will be as follows:

a. Testing of specimens shall be in conformity with the requirements of the California Drug Testing Law.

b. Any specimen collected pursuant to this Article will be tested by a laboratory certified in conformity with the California Drug Testing Law.

19.7 Employees convicted of violating a criminal drug statute, whether the violation occurred on or off duty, are subject to termination. Pursuant to the federal Drug-Free Workplace Act, employees are required to notify the Company immediately, and in no event more than five calendar days, after a conviction for a violation of any criminal drug statute, which occurred in the workplace.

19.8 This Article shall be subject to the Grievance and Arbitration procedure contained in Article 6.

19.9 Should there be a change in the Company policy/procedure in Article 19, the Company agrees to meet and confer with the Union.

ARTICLE 20 - Bereavement Leave

20.1 In the event of a death in the immediate family of an employee, the full time employees will be granted four (4) consecutive workdays' emergency leave with pay for the purpose of attending the funeral. For those employees having to travel 400 miles or more the bereavement allowance is five (5) days paid leave. The employee pursuant to the Company's standard policies may take other leave available under this Agreement. For the purpose of this Article, the immediate family shall be defined as the father, mother, sister, brother, father-in-law, mother-in-law, stepparents, foster parents, spouse, children of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents. After the granting such emergency leave, the Company may require the employee to substantiate the need for the leave.

ARTICLE 21 - Personal Leave

21.1 Upon completion of probation, at the beginning of each calendar year, full-time employees will be entitled to forty eight (48) hour of personal leave. Employees can use available personal leave after completion of their probation period. Personal leave pay will not be used for the purposes of computing overtime. Personal leave pay is calculated based on the employee's straight-time pay rate on the date the personal leave hours are taken. Unused personal leave will be paid out to the Employee on the January 10th payroll each year and will be paid out at the Employee's straight-time pay rate.

21.2 Paid personal leave may be used in minimum increments of two (2) hours. Employees may use personal leave for an absence due to their own illness or injury or that of an immediate family member (See Article 20 for definition of immediate family member). Personal leave requests should be submitted to the Supervisor, ten (10) calendar days before time off begins. The Company recognizes that under certain circumstances employees won't be able to give supervisors ten (10) calendar days notice for time off requests. Personal leave will not be denied for an employee who has accrued said leave.

21.3 Employees unable to report to work due to illness/injury or other personal related matters must telephone their supervisor directly, each day of their absence, as far in advance as possible, but no later than four (4) hours before their scheduled arrival time regardless of whether the employee seeks personal leave pay for the absence. The supervisor must be contacted each day of absence unless an exception has been made for a particular absence, and a written memo to this effect has been provided to the supervisor.

21.4 Employees who is absent due to illness or injury for three (3) consecutive work days, regardless of whether the employee seeks personal leave pay, shall be required to provide to the Company a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Where an employee fails to provide medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay. Where an employee takes personal leave pursuant to the Family Medical Leave Act and or the California Family Rights Act, the provisions of those acts will supersede any provisions of this Article, which may be inconsistent with said policy.

21.5 Employees in the Union may donate accrued vacation to another employee covered by this agreement who suffers a catastrophic illness or injury.

21.6 Catastrophic illness or injury is defined as an illness or injury that requires that an employee be absent for at least (i) twenty (20) consecutive days; or (ii) twenty (20) cumulative days within the six previous months. In addition, the recipient employee must have exhausted all paid leave (vacation/personal) prior to using donated leave and not be eligible for salary continuation insurance benefits beyond the minimum benefit during the time donated leave is to be used. Donations of vacation shall be made in increments of full hours.

ARTICLE 22 – Health and Welfare

22.1 The specific details of this program are provided by the company are contained in Appendix D to this Agreement.

ARTICLE 23 – Uniforms

23.1 The Company will furnish all uniforms and equipment considered necessary by the Company or Government at no cost to the employee. The Company furnishes a laundering service to maintain an employee's day-to-day issued uniform at no cost to the employee. Pick up and drop off site for laundered uniforms is the locker room adjacent to the Company's office, building #15.

23.2 Employees shall maintain such uniforms and equipment in accordance with Company standards.

23.3 Uniforms and equipment issued by the Company are to be worn and/or used by employees only in the performance of their assigned duties and in accordance with the Companies contract with its client. The wearing and/or use of Company issued uniforms and equipment in the course of any other employment will be cause for discipline, up to and including termination of employment.

23.4 The Company will provide designated equipment as required by the contract or determined to be needed by SecTek management. The type and style of equipment is at the discretion of the Company consistent with the contract. Replacement of issued equipment for fair wear and tear will be at no cost to the employee.

23.5 All costs for alterations required for properly fitting the uniform, or attaching patches, etc. that are not attached to the uniform by the manufacturer will be completed by the service contracted by the Company. The employee must receive authorization from the Company's Logistics Specialist before any alterations can be made.

ARTICLE 24 – Miscellaneous Provisions

24.1 It is the mutual responsibility of the employee and the company to track the expiration of any clearances or qualifications required by the State of California or the federal government.

24.2 The Company agrees to pay employees called for jury duty their normal full regular pay, less any fees or sums received from the Court, when an employee has met the following conditions:

a. The employee must notify the Company within seventy-two (72) hours after they receive a jury duty questionnaire or notice that they are subject to a jury duty call.
b. The employee must permit the Company to assist the employee in seeking to obtain an exemption from jury duty where appropriate.
c. The employee must provide the Company with written evidence or notice from the Court that they performed jury service and of the amount that the employee was compensated for such service.

24.3 No compensation shall be paid by the Company for jury duty on Saturdays, Sundays, and holidays unless such Saturday, Sunday or holiday was the employee's normal workday or for any other day on which the employee is not normally scheduled to work. The Company will provide ten (10) business days per calendar year of compensation for jury duty. The hours compensated by the Company for jury duty will not count towards hours worked for computing overtime.

24.4 The Company agrees to provide adequate Critical Incident Stress Debriefing (CISD) for dispatchers utilizing the services contained in the Employee Assistance Program.

24.5 Employees served a subpoena to appear in court to testify as a result of their employment with the Company shall receive compensation at the straight time rate. If the time spent in court exceeds eight hours in a single day the Company will pay a maximum of eight hours compensation at straight time and will not count towards hours worked for computing overtime.

24.6 It is the company's policy to provide a safe and secure work place for employees. Where the company has control over the physical work environment and can independently effect changes to that environment to improve safety it will. Employee participation is strongly encouraged and union representation at Company safety meetings is desired.

ARTICLE 25– Separation of Contract

25.1 It is not the intent of the parties to this Agreement to violate any Federal, State or Local laws governing the subject matter contained herein. All parties who are signatory to the terms of this Agreement agree that if any provisions contained herein are finally held or determined to be illegal or void by a court of final and competent jurisdiction, the parties shall promptly enter into negotiations concerning the affected clauses for the purpose of achieving conformity with the new requirements of the applicable law. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

25.2 In the event the Department of Labor determines that the wages or fringe benefits contained in the Agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of a character similar in the locality, then such wages or benefits shall be rendered null or void. In such event the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

ARTICLE 26 - Duration

26.1 Unless otherwise provided herein, this Agreement becomes effective on November 1, 2010. The Agreement shall continue in full force and effect until midnight October 31, 2012 unless either party gives written notice, not less than sixty (60) days prior to the anniversary date, of its intention to amend, modify or terminate this Agreement.

26.2 Neither party shall terminate the Agreement, strike, or lockout during negotiations over a new Agreement after the expiration of the initial term without first providing the other party ten (10) days advance written notice of intent to terminate the contract at least within 60 days prior to the expiration of the agreement.

SIGNATURE OF PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives.

FOR: SecTek, Inc.

_____ _____
Dennis Roberts, Sr. Vice President Date

_____ _____
Rhett Weddell, Project Manager Date

_____ _____
Johnell La Londe, HR Manager Date

FOR: Northern California Carpenters Regional Council

_____ _____
Luke Vratny Field Representative Date

_____ _____
Jackie Hunter, Representative Date

_____ _____
Robert Hilton, Representative Date

APPENDIX A - COVERED FACILITIES

This Agreement covers the Company's operations with NASA Ames Research Center at all facilities designated under Contract NNA04CI14T.

The Union and the Company agree that any new posts that are ordered by NASA in the localities covered by this Agreement will be adopted and covered by this Agreement.

APPENDIX B- Job Classifications

The following is the job classifications that are covered by this agreement:

Dispatcher I - Individuals that work in the 911 dispatch occupational specialty.

Dispatcher II – Individuals that work in the 911 dispatch occupational specialty and were grandfathered into the classification. The position will be eliminated through attrition.

Personnel Security Specialist (PSS) – Individuals that work within the Personnel Security Office.

International Visitor Specialist (IVS) – Individuals that perform work within the International Visitors Office.

Visitor Registration and Employee Badging Specialist I (VREB) - Individuals providing badges and registration to visitors and employee badging.

Visitor Registration and Employee Badging Specialist II (VREB) - Individuals providing badges and registration to visitors and employee badging. This position was grandfathered into the classification. The position will be eliminated through attrition.

Police Records Specialist (PRS) - Individuals Performs a wide variety of specialized, complex and confidential law enforcement clerical duties including handling of Police records and supports law enforcement functions and programs.

APPENDIX C - WAGE AND HOUR ISSUES

SECTION 1: BASE PAY

The base hourly rate of pay shall be as indicated in the table below and shall be effective as of November 1, 2010.

Position	Existing H&W	2010/11 H&W	2011/12 H&W	Existing Rate	2010/11 Rate 2.0%	2011/12 Rate 2.25%	Existing Pers/Sick	2010/11 Pers/Sick	2011/12 Pers/Sick
Dispatch I	3.35	3.50**	*	28.83	29.41	30.07	40	40	40
Dispatch - II Milnes	3.35	3.50**	*	36.71	37.44	38.28	40	40	40
Dispatch - II Lorscheider	3.35	3.50**	*	38.49	39.26	40.14	40	40	40
Intl Vis Spc (IVS)	3.35	3.50**	*	21.63	22.06	22.56	40	40	40
Police Records (PRS)	3.35	3.50**	*	21.35	21.78	22.27	40	40	40
Pers Scty (PSS)	3.35	3.50**	*	21.33	21.76	22.25	40	40	40
VREB I	3.35	3.50**	*	21.05	21.47	21.95	40	40	40
VREB II	3.35	3.50**	*	24.40	24.89	25.45	40	40	40
D training				22.25	24.50	25.11			

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

*Individuals that work in the 911 dispatch occupational specialty and were grandfathered into the classification. Wage rate will be eliminated through attrition.
**Individuals that were grandfathered into the employee badging classification. Wage rate will be eliminated through attrition.

Training Premium Pay will be paid for each employee in the job classification who is assigned formal training by management to perform in this duty. Employees shall receive an amount equivalent to a 5.0% hourly wage increase for work specifically performed in such duty. Employees shall not receive training premium pay for orientation or familiarization training, not to exceed three consecutive days.

Dispatchers in training status will be paid according to the rate schedule above per hour until successfully passing the qualification test as a dispatcher and successfully passing the probation period.

SECTION 2: BREAK PERIODS

All employees shall be provided a paid 10 minute break for every four (4) hours the employer is scheduled to work. Dispatchers will be paid a thirty (30) minute lunch break for every eight (8) hours of work. To support the Dispatchers, a break may occur at any time within the first five (5) hour period, contingent upon availability of a relief person or second dispatcher. It is not the intent of the Company to deny, avoid or abuse this requirement, or modify schedules to avoid their obligations under this section. Dispatchers that are assigned more than six (6) hours but less than eight (8) hours will also qualify for the paid thirty (30) lunch break.

Should an employee's shift extend beyond the normal 8 hours to 12 hours, the employee will be provide with a second thirty (30) minute meal period. The lunch period shall not be taken as the last thirty minutes of a work period.

SECTION 3: LIMITATIONS ON WORKHOURS

For safety sake, no employee shall be required to provide more than twelve (12) hours of service in any twenty-four (24) hour period. Exceptions to this are extreme emergencies (i.e., weather conditions that prevent the relief Dispatcher from getting to the dispatch office, civil disturbances, natural disasters, acts of terrorism, etc.) or as directed by management or the client.

APPENDIX D- HEALTH AND WELFARE

For the period through the balance of SecTek's current contract with government (including any extensions), SecTek will make health and welfare payments to the employees pursuant to the Service Contract Act. All employees receive health and welfare benefits to $3.50 per hour for each hour worked up to 40 hours for the period beginning November 1, 2010. The Area Wage Determination is the document that will drive any increase or decrease. The AWD is released annually July 1. Any increase or decrease will commence effective November 1 after the release of the AWD but will not decrease more than 1.5%. The Health and Welfare costs are calculated using an average costing method and are limited to forty hours per week, and 2080 per year. The Company will ensure that all plans remain funded and will not reduce the coverage in these plans throughout the term of the agreement. The Health and Welfare amount may include but is not limited to the following bona-fide fringe benefits (not all inclusive):

- Comprehensive Major Medical
- Dental Insurance
- Term Life Insurance With AD&D
- Dependent Life Insurance
- Retirement Plan With 401k
- Employee Stock Option Plan
- Vision Plan
- Employee Assistance Program
- Bereavement Leave
- Personal Leave

1. Employee shall be afforded the following options with regards to the use or payment or Health and Welfare benefits.

2. All employees and their eligible dependents may elect to participate in the fringe benefit plans. The plans shall include a medical plan with a PPO/PSO option, group life insurance, dental insurance and 401(k) savings plan established by the company.

3. The health and welfare benefits provided by the Company for employees who desire to participate under this Section may be used by employees to pay premiums and/or contributions set forth in the benefit plan. Any and all health and welfare not directed by the participating employee towards a health care plan shall be directed by the Company on behalf of the employee to the 401(k) Plan established by the Company. Employees wishing to switch or discontinue participation in, or contribution to, a particular fringe benefit plan shall be permitted to do so only during "open enrollment periods" as permitted under the relevant plan documents.

4. Employees who are covered by another employer or benefit plan may opt out of the Company plan. All unused health and welfare funds will be directed to the employee's SecTek Inc. /Company 401 (k) plan, with plan contributions being made monthly to the plan on behalf of the contributing employee. The employee will be fully vested at the time of each contribution.

SIGNATURE OF PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives.

FOR: SecTek, Inc.

Dennis Roberts, Sr. Vice President — Date: 9/29/10

Rhett Weddell, Project Manager — Date: 9/29/10

Johnell La Londe, HR Manager — Date: 9/29/10

FOR: Northern California Carpenters Regional Council

Luke Vratny Field Representative — Date: 9/29/10

Jackie Hunter, Representative — Date: 9/30/10

Robert Hilton, Representative — Date: 09/29/10

Millmen
AND INDUSTRIAL CARPENTERS LOCAL No. 262

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of the
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Affiliated with AFL-CIO

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Building 15, MS15-1
Moffett Field, Ca 94035

Re: Contract Ratification and Labor/Management Committee Meetings

Dear: Mr Weddell

The members have Ratified the Tentative Agreement between Millmen and Industrial Carpenters Local 262 and SecTek Inc. Please send me some dates you are available to meet to sign the new agreement.

We would also like some dates to set up regular Joint Labor/Management Committee Meetings, please send me some monthly dates and times that would work for you and your staff.

Please be advised that the members are represented by:

Luke Vratny
Field Representative
Millmen and Industrial Carpenters Local 262
(408) 264-3080
lvratny@nccrc.org

Ron Amezquita
Field Representative
Millmen and Industrial Carpenters Local 262
(408) 264-3080
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David Imus
Field representative
Millmen and Industrial Carpenters Local 262
(916) 417-6200
dimus@nccrc.org

Respectively,

Luke Vratny