

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: CBA-2007-1517  
Revision No.: 0  
Date Of Last Revision: 9/7/2007

State: California

Area: Santa Clara

Employed on NASA contract for Protective Services for NASA Ames Research Center, Moffett Field, California.

Collective Bargaining Agreement between contractor: SecTek, INC., and union: United Government Security Officers of America (UGSOA) Local 403, effective 8/21/2007 through 8/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Agreement

Between

Sec-Tek, Inc.

And

United Government Security Officers of America (UGSOA)  
Affiliated Local #403

August 21, 2007 through August 31, 2010

NASA AMES Research Center Moffett Field California

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## **PREAMBLE OF THE AGREEMENT**

This Agreement is entered into as of its execution, by and between SecTek, Inc., its successors and assigns, hereafter referred to as the Company or the Employer whose address is 11413 Isaac Newton Square South, Reston, Virginia 20190, and the United Government Security Officers of America (UGSOA) and its affiliated Local #403, their successors and assigns, hereafter referred to as the Union, whose Address is 8620 Wolff Ct., Suite 210, Westminster, CO 80031.

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 in herein shall be construed to place the Company and 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 obligation to its client, the national Aeronautics and space administration. In the event that any provision of this agreement (including attachments and appendices here to) shall be declared to be in conflict with the government's contract, the parties agree to meet and confer over the provisions of the deviation for the purpose of making hours conform to the government's contract.

### **ARTICLE 1 – Recognition**

- 1.1 The Company recognizes the International union, United Government Security Officers of America (UGSOA) and its local #403 as the exclusive bargaining agent for all of the Company's Security Officers and Security Police Officers employed at the National Aeronautics and Space Administration, Ames Research Center, Moffett Field, California. Excluded from this agreement are all office clerical, secretarial employees, 911 dispatchers, supervisors, Captains, Lieutenants, Sergeants 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 employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. 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.
- 2.2 Newly promoted Police Officers will remain on probation until satisfactory completion of their training requirements or ninety (90) days from the date of promotion, whichever ever occurs first. During their probationary period, newly promoted police officers may be subject to discipline or discharge at the discretion of

the company, while retaining their rights to the provisions of Articles 6 and 8 of this agreement.

- 2.3 All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.
- 2.4 With good cause, the probationary period may be expanded thirty (30), if necessary to provide additional evaluation of probationary employees. The company will inform the local union president or successor of 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 ever 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 The Union agrees as part of the consideration of the Agreement, it will, immediately, take steps to end any unauthorized work stoppages, picketing, strikes, intentional 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.
- 4.4 The Union agrees it will not assist employees participating in such unauthorized work stoppages, strikes, picketing, intentional slowdowns or suspensions of work whatever disciplinary action the Company may take and that such disciplinary action shall not be subject to the regular grievance procedure, except that the foregoing provision shall not preclude the Union from opposing disciplinary action on the ground that the employee did not engage in the alleged misconduct

### **ARTICLE 5 – Government Action**

- 5.1 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 the 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 inform the Union of the effects of that action.

- 5.2 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 any appeal process available through the applicable procurement regulations for the Company and NASA government contract.
- 5.3 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.
- 5.4 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 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 grievance 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 the Union and the Employer, including grievances arising out of this Agreement. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. If the time frame is not met by the Union and or the Company in the below Grievance procedures then the complaint or grievance will default to the last party to make a timely response. 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 whenever possible.

- 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 three (3) 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 presented to the HR Manager in writing within ten (10) calendar days of the events giving rise to the grievance. Failure to present the grievance to the HR Manager will make a grievance untimely and no further action will be taken as it will be considered as an automatic withdrawal of grievance by employee and union. The HR Manager may take ten (10) calendar days from the date of receipt of the grievance to respond. A Union Committeeperson may be present or may present the grievance on behalf of the Union for the Employee. Likewise, the failure of the HR Manager to return a timely response to the Union Representative who submitted the grievance, after the Step 2 submission by the Union, will cause the grievance to be awarded to the Union. 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 (PM) in writing, signed by the employee and Union representative specifying the Article(s) and Section(s) of the Agreement believed to have been violated and stating what relief is sought, no later than five (5) calendar days following the rejections at Step 2. Failure to meet the (5) calendar day requirement will be taken as an automatic withdrawal of grievance by the employee and union. The Project Manager shall answer the

grievance in writing within five (5) calendar days after receipt of said grievance. The failure of the Project Manager to return a timely response to the referring Union Representative who submitted the grievance at step 3 will cause the grievance to be awarded to the Union.

- 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. Within ten (10) calendar days after completion of step 3, a demand for Arbitration will be sent to the Company along with a request for a "pre-Arbitration" meeting where it will be the intent of the Union and the Company to make a final attempt at resolution of the grievance. This pre-Arbitration meeting may be conducted by conference call with the International Union (if requested by the Local) and the corporate office's Designated Representative. The Pre-Arbitration will not exceed 30 days total before moving to Sec. 6.6 below.
- 6.6 Within ten (10) calendar days of the Parties failing to reach an agreement, the Union 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 an impartial arbitrator to hear the grievance. Should the parties fail to agree upon the selection of an arbitrator within seven calendar days, the Union will request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. A copy of this request will be sent to the Company. Within seven calendar days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, 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 grievance.
- 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 decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.
- 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 expenses.
- 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 Project 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.

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 limitation. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to a default judgment in favor of the Union. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union. This Section will not apply to the Step One (1), informal step, of the grievance procedure.

- 6.11 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 list or computer programs be subject to discovery except pursuant to an order issued by the 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.

- 6.12 Section 6.6 through 6.11 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 the agreement has been breached, the arbitration shall be pursuant to Sections 6.6 through 6.11. If the dispute has not been resolved pursuant to the procedures outlined in Section 6.1 through 6.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS, in Southern 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 the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and cost incurred in connection with such proceedings. The arbitrator shall also award the

prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and cost incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award. 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 rights to trial by jury in any dispute relating to this Agreement or the Employee's employment hereunder subject to California law, except in grievances that impinge Federal Laws and Acts.

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 AJURY TRIAL as to any dispute relating to this Agreement or the Employee's employment hereunder subject to California law.

#### **ARTICLE 7 – Management Rights**

Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right to take any action it deems appropriate in the management of it's employees and of the business in accordance with its judgment.

- 7.1 The management of the Company and the direction of its employees including but not limited to the establishment of reasonable work rules and regulations, the hiring, promoting, demoting and rehiring of employees in connection with any reduction or increase in working forces, the suspending, discharging or otherwise disciplining of employees for just cause are the exclusive functions of the Company, to the extent that any such matters are not otherwise covered or provided for in this Agreement.
- 7.2 Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken to the Grievance- Arbitration provision contained in Article 6.

#### **ARTICLE 8 – Discipline and Discharge**

- 8.1 The Company has the right to discipline or discharge any employee for incompetence, disobedience, disorderly conduct, negligence, or any other just and sufficient cause. For purpose of this provision; the term "cause" shall include, but not limited to: (i) a request by an authorized government representative that SecTek cease using an employee at the worksite, (ii) the failure of an employee to meet job requirements as imposed on SecTek by NASA including the failure of the employee

to pass an annual examination required by SecTek or the government or to maintain all required certifications (provided such examinations are not changed, modified, or implemented without reasonable notice to the Union where the Union can meet and confer with the Company as to the effects of any changes), and (iii) the refusal of a fulltime employee to work overtime when, in SecTek's good faith judgment, such a request is necessary to assure that SecTek meets its contractual obligations to NASA. 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. 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 Written notice (two copies) of disciplinary action will be furnished, one (1) copy to the union, and one (1) copy to the affected employee within five (5) working days prior to disciplinary action being taken, but after the Company completes its investigation of the incident.
- 8.3 Upon the Employer 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 Officers promoted to a higher paying job classification or management position may return to their most recent job classification position if the employee makes a request within ninety (90) days of promotion. Officers who request to return to their most recent job classification prior to promotion will maintain and accrue seniority in their previous job classification while in the higher paying job classification or management position.
- 8.7 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.
- 8.8 No Security Officer/Police Officer shall have any documentation adverse to his/her interest entered in his personnel file, or any other file used for any personnel purpose by his/her employer, without the officer having first read and signed the document containing the adverse comment indicating he/she is aware of such documentation. If after reading such document, the officer refuses to sign, that fact shall be noted on that document and signed or initialed by such officer or his/her supervisor.

- 8.9.1 Security Officer/Police Officer shall have thirty (30) calendar days within which to file a written response to any adverse documentation entered in his/her personnel file or any other file used for any personnel purpose by his/her employer. Such written response shall be attached to and shall accompany the documentation.

#### **ARTICLE 9 – Part Time Employees**

- 9.1 A part-time employee is defined as one who is scheduled to work less than thirty (30) hours within a workweek. Part-time employees will have seniority only among part-time employees. Part-time employees shall be placed in the order in which they were hired unless the Company can show just cause on why the employee(s) are 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 position. Any part-time employee who becomes a full-time employee shall be placed upon the seniority roster for full-time employees on the date the employee is termed a full-time employee, provided the employee has completed the probationary period set forth in Article 2, Probationary Employee. The intent of this section is to conform the definition of part-time employee to the definition contained in the Company's various benefit plan documents. It is not the Company's intent to change current schedules and hours worked. If it becomes necessary to materially modify work schedules, the Company agrees to meet and confer with the Union on the proposed changes.
- 9.2 Part-time employees are entitled to receive fringe benefits to include pro-rated vacation and holiday pay 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. If the employee later returns to full-time employment, the employee will return to a position on the seniority roster to which their full-time seniority entitles them.

#### **ARTICLE 10 – Union Security and Authorizations for Check – off of Union Dues**

- 10.1 As a condition of continued employment all employees must, on or before their 31<sup>st</sup> day of employment, either:
- a. Join the Union and remit to the Union on a monthly basis Union dues as duly established by the Union, or
  - b. Remit to the Union on a monthly basis a fee that shall be a representative portion of the Unions demonstrated costs of bargaining and servicing this contract.
- 10.2 The Company shall for the term of this Agreement, deduct Union dues and initiation fees as established by the union from each semi-monthly check of members who authorize such deduction in writing, and shall remit the same to the Treasurer of the Local Union on or before the first of the following month, provided that the Union has furnished to the Company a valid Check- Off Authorization Card in sufficient time to process the deduction. The date Check-off Authorization Cards are received

by the Company will constitute notice to the Company, not when mailed. The employee will be made available to a Representative in a non- work environment to process the Check-Off Authorization Card.

The Union accepts full responsibility for the authenticity of each Check-Off Card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for Correction. The Union agrees that upon receipt of proper proof, it will refund to the 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.

When a Check-off Authorization Card is received by the Company 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, on or before the first of the following month, of the month in which such dues are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in a 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.

- 10.3 Upon receipt of written notice from the Union informing that an individual is a non-compliance with the above sections, the Employer shall within forty-five (45) calendar days, place said individual on non-paid administrative leave.
- 10.4 In the event an employee is terminated due to the above Section 10.1, the Union agrees to indemnify the Company from any liability arising from the termination of an employee in accordance with the terms of this Article. This includes, but is not limited to any legal action, grievances, arbitration or any other proceedings instituted by an employee, arising from this Article. Any termination identified under this Article shall not be subject to the grievance and arbitration provisions of this agreement.

#### **ARTICLE 11 – Union Representation**

- 11.1 The Union shall designate no more than one (1) Steward per shift and one (1) alternate to serve in the absence of the Steward. The Union shall notify the Company in writing of the selection of Stewards.
- 11.2 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. Employees who violate this article will be subject to disciplinary action.

- 11.3 The Company will provide bulletin board space for the Union upon which Union representatives may post notices pertaining to business of the Union.
- 11.4 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.
- 11.5 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/Steward or alternate unless adequate replacement coverage has been arranged.
- 11.6 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. The Company will not be responsible for paying the steward for time spent in this regard.
  - 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 and Job Bidding**

- 12.1 Seniority under this Agreement shall commence with the date of full-time employment of the individual in the Bargaining unit herein.
- 12.2 Seniority under this agreement shall commence with the date of full time employment of the individual in the Bargaining Unit at the geographical location known as Ames Research Center and/or Moffett Field, CA in one of the two following job classifications: Security Officer or Police Officer. When an employee moves from one job classification to another, it shall be considered a new position and therefore, will use the date of change as their new seniority date. The employee's original hire date will be retained for government benefits. The new seniority date will be for shift bids only.

Should the employee return to their prior job classification by the end of their new 90 day probation period, the employee will retain their original seniority date.

- 12.3 When a permanent vacancy occurs on a shift or location, the position will be posted on the bulletin board for a period not less than 72 hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift/site 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 sixty (60) days, unless he agrees to remain on the new shift. Any employee transferred to a Non-Union position must be returned to his/her original Union position within sixty (60) calendar days of the transfer. Any employee remaining in a Non-union position beyond sixty (60) days per calendar year will be considered to have accepted a permanent position outside the Union and will no longer be a part of the Bargaining Unit.
- 12.4 A new shift bid will be conducted twice a year in December and June. The results of the bid will determine the shift assignments and days off 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 are consistent with the employee's choice by seniority and meet the operational requirements of the company as outlined in their contract with the government and the terms of this Agreement.
- 12.5 An employee from the bargaining unit promoted to a supervisory position over employees in the bargaining unit shall retain the seniority the employee had as of the date of the employee's promotion to a supervisory position for a period of ninety-one (91) days, but will not accumulate seniority while acting in a supervisory capacity. If the employee is later returned to the bargaining unit after six (6) months, the employee will lose all seniority and be placed on the bottom of the seniority list. This procedure is limited to one (1) time per union member per year unless otherwise agreed upon by the Company and Union.
- 12.6 Employees laid off as a result of a reduction in force shall have callback rights. The Union shall keep all seniority records for callback purposes. The company will provide the union with two copies of a list showing union seniority each month. The union will inform the company of the employees to be recalled. The company will inform the union of any employees laid off. In case of recall, employees who have been laid-off as a result of a reduction in force shall be notified, at their last-known address, in order of the last person laid off and so on until all employees have been recalled. The notice shall be by registered mail return receipt. In the event a former employee so notified and receives notice, fails to report for work within five (5) business days after receipt of such notice, the employee's seniority and employment shall be terminated. However, if the employee is prevented from reporting because of sickness or emergency involving himself or immediate family, or other legitimate reason, and so notifies the Company within the initial five business (5) day period, and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten business (10) days in which to return to work. If the employee is unable to return at this time, the employee will be given an opportunity to return at the next opening. It will be the responsibility of the laid-off employee to keep the Company notified of any address changes.

- 12.7 An employee who is unable to report to work because of a non-occupational injury or illness shall continue to accumulate seniority, except that he shall be subject to layoff according to the employee's 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.
- 12.8 The Company agrees to prepare seniority list covering employees covered by this Agreement, a copy of which will be furnished to the Union each month and posted on the bulletin board.
- 12.9 Employees shall lose their seniority for any of the following reasons:
- a. Resignation
  - b. Discharge for just cause
  - c. Absence of three (3) consecutive working days without notice to the Company
  - d. Exceeding a leave of absence by two (2) days
  - e. Giving a false reason for obtaining a leave of absence
  - f. Accepting employment while on leave of absence unless agreed to by the Company
- 12.10 For purpose of lay off and recall, seniority of employees hired on the same day shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.
- 12.11 An employee from the bargaining unit promoted to a temporary company supervisory position due to military service shall retain their union seniority upon the return of the supervisor.
- 12.12 Any Security Officer from the bargaining unit promoted to a temporary Police Officer position due to the military service of the Police Officer shall retain their union seniority in their Security Officer classification until the return of the Police Officer activated to military service.

### ARTICLE 13 – Workweek

- 13.1 The normal workweek shall commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter. The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and normal shift shall consist of *six and one-half (6.5) hour* and eight and one-half (8.5) consecutive hours. Should the Government contract hours of post/assignment coverage change substantially, the parties agree to meet and confer with the intent to increase the ratio of assignments to 8 hour shifts and 40 hour work-weeks
- 13.2 Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. When the Company schedules training for an employee that occurs outside the employee's

regularly scheduled shift, the training department will make its best efforts to notify the employee at least 14 calendar days in advance of the training dates and times.

- 13.3 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.
- 13.4 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.
- 13.5 If a reduction of hours or increase of hours should occur, the Company will meet and confer with the union with respect to these changes prior to their implementation
- 13.6 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.
- 13.7 In the event of an assigned shift change which alters an employee's anticipated shift conditions, the Company will attempt to contact the employee prior to reporting to work advising them of the change and the reason the change was made.
- 13.8 A schedule for the current and following pay period shall be posted and available for employees to review.

#### **ARTICLE 14 – Overtime Compensation**

- 14.1 No overtime work shall be required or permitted except by the 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, subject to Section 14.2 below.
- 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. Management will determine from on duty officers, in the same job classification; those needed for hold-over duties. Management will determine from officers in the same job classification those for required for hold-over from highest to lowest seniority. If no on-duty volunteers come forward to work the hold-over shift, the officer who is on post/patrol and has been affected by the call off will continue to work until properly relieved; unless the employee should require the need for leave with good cause shown, in which event management may have discretion to fill the post using management personnel or other classifications. It is the intent that management will call in coverage for the posts with the bargaining unit employees during this period of time. Whenever practical the Company will attempt to provide two (2) hours notice to employees on duty that will be required to work overtime. It is understood that in short notice situation or extra work situations where the notice dictated by short notice and availability of personnel that employees on the

specific post (duty location) may be offered the right of refusal until an employee with seniority can be contacted and subsequently accepts the extra work.

- 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 starting at 0001 Sunday and ending at 2400 hours Saturday. 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 day. An employee would have work Sunday through Saturday, a minimum of 6 hours per day to qualify for work on the seventh day.
- 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.
- 14.5 If the employer schedules an employee to work, or calls the employee in to work, and the Employer determines there is insufficient work to provide the employees with their full scheduled hours or work, the employee shall be entitled to one half of their regularly scheduled hours to a maximum of four (4). This guarantee shall have no force and effect if events beyond the control of the employer (acts of God, equipment or power failure, storm, fire, etc.) intervene.

#### **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 B 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 holidays on which they are not required to work:

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

And any other day designated by Federal Statue, Executive Order or Presidential Proclamation that specifically includes government contracted employees.

- 16.2 The Company provides holiday pay for one floating per year, which may be taken on a date chosen by the employee. The holiday must be used within one year from the

date of hire, and within one year of each subsequent anniversary date. The floating holiday will not be paid if it is not used. Requests for the floating holiday must be made on leave request form, be made in advance and be approved by management.

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 preceding and the first scheduled workday following the holiday.
- 16.4 An employee eligible to receive holiday pay that is scheduled to work on a holiday and who after being assigned, refuses or fails to report to work without reasonable cause, shall not receive holiday pay and shall be subject to such disciplinary action as is appropriate under the circumstances.
- 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 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 lay off, personal 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 with continuous service, without a break in service, in accordance with the Service Contract Act.

Full Time Service Completed	Vacation Period	<u>Vacation Pay</u>	<u>Ceiling</u>
1-5 Years	2 Weeks	80 Hours	200 Hours
After 5 Years	3 Weeks	120 Hours	200Hours
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 employees' 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 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 at the time of vacation, inclusive of all premiums, 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 for 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 HR officer, 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 than the ten (10) calendar days can not 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 notification in writing 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.
- 17.7.1 Once the employee has been given approved day off, 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 Once per calendar year each employee may cash-out any/all of their accrued leave, but not less than 20 hours.

#### **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 or other Union business 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 calendar days, also in writing. Employees whose pay is insufficient to cover deductions will re-pay the Company for any deficit to cover the premiums for benefit coverage during the period of leave under this section.
- 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, with at least 10 calendar days notice, for one employee from the bargaining unit, 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. The Employer may hire an employee for coverage during this period of time without concern for maintaining a vacancy.
- 18.3 An employee who is a member of the Federal Military reserve or National Guard will be granted a leave of absence without pay when ordered to active duty for deployment or annual training, according to all Federal and State rules, laws and regulations. The re-employment and seniority status of any employees shall be governed shall be governed by the Provisions the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 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 leave of absence without a telephone call or other explanation.
  - b. An employee who takes medical leave fails to notify the Company that the employee is able to return to work within two days after the employees is medically able to return to work.
  - c. 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.

## 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.

Accordingly, the unlawful use, possession, sale or transfer of illegal drugs or mind-altering substances is strictly prohibited, as in 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 and client facilities and property, vehicles used in the course of work, and any location at which an employee is performing work for the Company.

- 19.2 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.
- 19.3 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.
- 19.4 In accordance with NPR 1600.1 Chapter 7.9 Control and Issuance of Arms, Ammunition, & Explosives (AA&E) there is to be no use of intoxicants (e.g. illegal drugs, alcohol) during duty and prior to 12 hours of reporting to duty. 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 severe discipline, up to and including 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 results means, with respect to alcohol testing, that a test:
    - (i) of a blood specimen provided by the employee measured in ethyl alcohol concentration in such specimen of .005% or more; (ii) of blood specimen provided by the employee measured in ethyl alcohol concentration in such specimen of less than .005%, 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 .005% or more during a restricted period.

19.5 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.

19.6 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.

#### **ARTICLE 20 – Bereavement Leaves**

In the event of a death in the immediate family of an employee, the employee will be granted three (3) workdays', (5) workdays if the employee must travel over 400 miles, emergency leave with pay for the purpose of attending the funeral. The employee pursuant to the Company's standard policies may take other leave available under the 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. All paid bereavement leave will be considered a bona fide fringe benefit and part of the fringe contribution as per the Service Contract Act and defined in Appendix C.

#### **ARTICLE 21 – Personal / Leave**

21.1 Full time employees, upon completion of probation, at the beginning of each calendar year will be entitled to fifty-six (56) hours of personal leave. Probationary employees will receive their personal leave on a prorated basis. Personal leave will not be used to compute overtime. Unused personal leave will be paid with a separate check not later than January 15<sup>th</sup> of each year. All paid personal leave will be considered a bona fide fringe benefit and part of the fringe contributions as per the Service Contract Act and defined in Appendix C.

A. 21.2 Employees can request use of paid personal leave after completing a waiting period of thirty (30) calendar days from the date of hire. Paid personal leave may be used in minimum increments of four (4) hours. Eligible employees may use personal leave for an absence due to their own illness or injury or

that a family member. (See Article 20 for definition of family member). Personal leave will not be denied for an employee who has accrued said leave.

- 21.2 An employee who will be absent due to illness or injury must provide the Company with notice of the employee's anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks personal pay for the absence. Failure to do so will result in disciplinary action, and in the denial of personal pay.
- 21.3 An employee who is absent due to illness or injury for three (3) consecutive work days, regardless of whether the employee seeks personal 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. If the Company questions (with good cause shown) the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician designated by the Company, at the Company's expense. 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 personal pay, and may be subject to disciplinary action. An employee who does not provide medical certification that the employee is able to return to work, when required or reasonably requested, will not be permitted to return to work.
- 21.4 Where an employee takes leave pursuant to the Company's Family & Medical Leave Policy, the provisions of that policy will supersede any provisions of this Article, which is inconsistent with that 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. Such donation may be made in accordance with the following sections.
  - a. 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 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. Donation of vacation shall be made in increments of full hours.
  - b. Donations shall be on a dollar-for-dollar basis. The value of the donated leave time shall be calculated at the donor's regular rate, and then converted to hours of personal leave at the recipient's regular pay rate to the nearest quarter-hour to determine the number of hours of personal leave available to recipient.
  - c. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the Employer shall be retained by the recipient.

- d. An Officer involved in any on duty incident in which the officer causes serious bodily injury or death, shall be eligible for three (3) days paid administrative leave based on a recommendation of a counselor provided by the Company's Employee Assistance Program. Within the three (3) days, the Company and the officer shall meet, after which the leave may be extended at the option of the Company. At the option of the officer, a Union representative may be present.

#### **ARTICLE 22 – Health and Welfare**

- 22.1 The specific details of this program are provided by the company are contained in Appendix C to this Agreement.
- 22.2 The Company shall provide an inoculation/immunization program to all employees for the Hepatitis "B" virus at no cost to the employee.
- 22.3 The Company will provide, at a minimum, quarterly reports on the accounting of any Health and Welfare money to the employees who have this money invested in 401k. Employees will be fully vested at the time the contribution to any plan is made on the employee's behalf.

#### **ARTICLE 23 – Uniform and Uniform Allowance**

- 23.1 The Company will furnish a laundering service that will maintain the employee's day to day uniform maintenance at no cost to the employee.
- 23.2 Laundered uniforms will be at the Company's office at the work site.
- 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 or activity will be cause for discipline, up to and including termination of employment.

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.

- 23.4 The Company shall supply all Security Officers and Security Police Officers with a fitted bullet Resistant Vest of Level II or higher level protection. The employee shall receive the option of upgrading the vest at his or her own expense.
- 23.5 All cost for alterations required to property fit the uniform, or attach patches, etc. that are not attached to the uniform by the manufacturer will be reimbursed by the

Company in a timely fashion. In order to receive reimbursement employees must submit all original receipts and complete an expense report for such alterations in a timely fashion.

#### ARTICLE 24 – Miscellaneous Provisions

- 24.1 Each new employee covered by this Agreement will be furnished personal relief as provided in the Company's contract with its client. Supervisory personnel normally will not perform the duties of bargaining unit employees but may, without prior notice, be temporarily assigned to cover unit work where deemed necessary by the Company. In no event shall such temporary assignment exceed seven days. Police personnel will not be routinely required to cover the duties and assignments of Security Officers except in emergency circumstances (an open post qualifies as an emergency), then in seniority order, unless there are volunteers. Security Officers, who had previously held the position of Police Officer, will not cover the duties and assignments of Police personnel.
- 24.2 It is the mutual responsibility of the employee and the company to track the expiration of any permits, clearances or qualifications required by state of California or the federal government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearance.
- 24.3 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:
- b. 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.
  - c. The employee must permit the Company to assist the employee in seeking to obtain an exemption from jury duty where appropriate.
  - d. The employee must provide the Company with written evidence or notice from the Court that they performed jury service and of the amount the employee was compensated for such service.

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 shall not be required to pay an employee for more than fifteen (15) days of jury duty.

- 24.4 The employer agrees to provide adequate Critical Incident Stress Debriefing (CISD) utilizing the services contained in the Employee Assistant program.
- 24.5 The employer will reimburse the employee for repair or replacement of personal and acceptable equipment for damages resulting from physical confrontations in the performance of duty. Reimbursement will be limited the cost of the repair or replacement not to exceed a maximum of \$250.00 dollars.

- 24.6 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 employee will be paid at the time and one half rate of pay for those hours in excess of eight hours.
- 24.7 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 – Training and Re-qualification**

- 25.1 The company 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 employee's normal hourly rate of pay, excluding shift differential. Employees scheduled for firearms qualification after their regular scheduled shift shall be paid one half hour in transit to the range. Employees will be compensated at their regular rate of pay or overtime pay as applicable.
- 25.2 The Company shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons qualifications. The Company shall afford to employees the opportunity to have at least one practice session prior to any formal re-qualification test. All qualification and re-qualification procedures shall be conducted in accordance with NASA guidelines and procedures. Subject to NASA guidelines and procedures, the employee shall be given at least three (3) opportunities to qualify, at least one of which must be prior to the expiration of the employee's qualifications. If the employee is unable to re-qualify prior to the expiration of the employee's permit or fails to pass a range qualification test twice before such time, the employee shall be suspended without pay for a maximum of one (1) month. Such employee shall be reinstated after re-qualifying. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.
- 25.3 The Company agrees to provide remedial training after each failed attempt to re-qualify, and only up to the third attempt.
- 25.4 Where enhanced training and equipment training takes place at Johnson Space Center and Kennedy Space Center (to include any other designated training facilities outside of Moffett Field), then appropriate travel and per-diem rates will apply at the travel rates defined in the Joint Travel Regulations.

#### **ARTICLE 26 – Separation of Contract**

- 26.1 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, or if the Government's contract should change substantially effecting the terms and conditions of employment under this Agreement, 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.

- 26.2 Effective Immediately: 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 27 – Duration**

- 27.1 Unless otherwise provided herein, this Agreement becomes effective on August 21, 2007 for all terms. The Agreement shall continue in full force and effect until midnight August 31, 2010. The company and union, by mutual consent, can modify or amend this agreement with the provision that should either party desire to terminate, change, or amend this agreement or any provision thereof, it shall give written notice to the other party, not less than thirty (30) days and not more than ninety (90) days prior to its expiration. In the event such notice is given, the existing agreement shall be continued (including Article 4) until an agreement is reached or until the expiration by August 31, 2010, and it may be extended by mutual consent of both parties. This agreement may also be changed or amended by agreement of both parties.

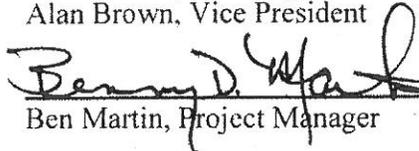
Signature of Parties

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

FOR: SecTek, Inc.

  
\_\_\_\_\_  
Alan Brown, Vice President

08/29/2007  
Date

  
\_\_\_\_\_  
Ben Martin, Project Manager

09/06/07  
Date

\_\_\_\_\_

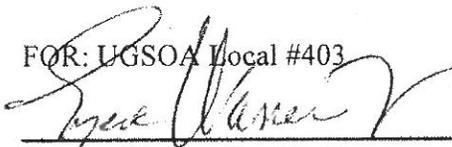
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Date

FOR: UGSOA International Union

  
\_\_\_\_\_  
James Carney, Sr. Vice President

8/31/07  
Date

FOR: UGSOA Local #403

  
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Eugene Warren, President

09-08-07  
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 – 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 January 1, 2007. The employee's base rate will increase 3.5% on each successive September 1st.

Year	Job Classification	Job Classification
Present rate	Security Officer - \$19.55	Security Police Officer -
\$37.75		
1 Jan. 2007	Security Officer - \$21.55	Security Police Officer - \$39.07
1 Sep. 2007	Security Officer - \$22.30	Security Police Officer - \$40.44
1 Sep. 2008	Security Officer - \$23.08	Security Police Officer - \$41.86
1 Sep. 2009	Security Officer - \$23.89	Security Police Officer - \$43.33

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.

If the wage determination exceeds the negotiated rate, it will trigger a reopener on wages in June, 2009 for the contract year.

### SECTION 2: SHIFT DIFFERENTIAL

A shift differential pay of \$0.45 per hour will be paid in addition to the base rate for all hours worked on 1st (midnight) scheduled shift starts on or after 0500 hours but not before 1030 hours working the 2nd (day) shift. An employee whose scheduled shift starts on or after 1930 hours shall be deemed to be working the 3rd (afternoon) shift.

### SECTION 3: BREAK PERIODS

All Security Officers and Security Police Officers shall be provided for every four (4) hours the Officer is scheduled to work. A paid 15 minute break shall also be provided for every eight (8) hours of work. The break shall be provided at any time within the first eight (8) hour period contingent upon availability of a relief Officer. It is not the intent of the Company to deny, avoid or abuse this requirement, or modify schedules to avoid these obligations under this section. Shifts that are manned more than six

(6) hours but not less than eight (8) hours will also qualify for the paid lunch break. Break times begin and end on the assigned post. Employees working more than ten (10) hours are authorized a second meal period. A meal period may not be taken as the last thirty (30) minutes of any workday. Breaks and meal period shall not be taken consecutively or in conjunction with one another.

If assigned to a fix post, all breaks will be taken out of the view of the public or off post. Breaks shall not be taken in a government or company owned vehicle. Transportation will be provided for breaks to and from fixed post.

Any employee who has not been provided a lunch period during their shift will be entitled to compensation equal to the time they were not provided a lunch period.

#### **SECTION 4: LIMITATIONS ON MAN HOURS**

No employee shall provide more than twelve and one half (12.50) hours of service in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. The maximum hours in any one-week shall not exceed 62.50. Exceptions to this are extreme emergencies (i.e., weather conditions that prevent the relief security officer from getting to the building, civil disturbances, natural disasters, acts of terrorism, etc.) or as directed by management or the client.

#### **SECTION 5: CALL-IN PAY**

An employee called in to work and who reports for duty will be guaranteed a minimum of four (4) hours of work or pay at the regular hourly rate.

#### **SECTION 6: TRAINER PREMIUM PAY**

Certified Firearms Instructor/Range master/Defensive Tactics Instructor/First Aid Instructor/other equivalent level instructors:

Each bargaining unit member in the represented classification who is assigned by management to perform in this duty shall receive an amount equivalent to a 5.0% wage increase for work specifically performed in such duty, and be certified to do such training.

The Company will not require Security Officers and Security Police Officers to provide formal training to other officers during their productive duty. Management is responsible for providing all formal training. Fixed post and mobile orientation can be provided by security and security police officers where the Company is unable to provide a Sergeant to give on-site orientation.

Should any orientation or informal training be required, the security or security police officer involved in providing the orientation will be paid a 5% premium for time spent orienting a new employee. A post will be established in the company's scheduling system for the "trainer premium pay" and differential which will be the standard rate of pay plus 5%. The hours and the rate will be printed on the payroll detail report provided to all employees each pay period.

## APPENDIX C – HEALTH AND WELFARE

For the period through the balance of SecTek's current contract with the 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 \$3.16 for each hour worked up to 40 hours for the period beginning Sept. 1, 2007, and an increasing 3.5% on each successive September 1. The Health and Welfare costs are calculated using an average costing method and are limited to forty hours per week, 86.6667 semi-monthly pay period 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. Employees shall be afforded the following options with regards to the use or payment of 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.