

# **AGREEMENT**

between

**MVM, Inc.**

and the

**UNITED GOVERNMENT SECURITY OFFICERS  
OF AMERICA,  
LOCAL 72**

---

Court Security Officers/District of Puerto Rico

2003-2006

## AGREEMENT

THIS AGREEMENT is made and entered on June 13, 2003, and is fully executed by and between MVM Inc., a Virginia based company, hereinafter referred to as the "Employer" or "Company" and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, which is based in Denver, Colorado, and its Local 2, hereinafter referred to as the "Union."

### ARTICLE I - Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time court security officers assigned to the federal courthouses or other judicial facilities within the jurisdictional boundaries of the United States District Court for the District of Puerto Rico employed by the Employer pursuant to its contract(s) with the Federal Government ("Government") for the provision of security at said courthouses, but excluding all managers, supervisors, office and/or clerical employees temporarily assigned employees, substitute employees, lead court security officers, and all other on-court Security Officer employees of the Employer.

Section 2. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.

Section 3. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

### ARTICLE II - Management Rights

Section 1. Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, Demote;
- D. Discharge, discipline, or suspend based on Article 6;
- E. Require Employees to observe reasonable Employer rules and regulations;
- F. Determine when overtime shall be worked;
- G. Determine the qualifications of an Employee to perform work.

Section 2. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

### ARTICLE III Seniority

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as a court security officer in the District of Puerto Rico for the Employer, past or present and/or any predecessor. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules

tra work, transfers, terms, and employment conditions expressly bargained in this Agreement.

Section 2. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days of employment. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the sole right to discipline, lay off, suspend, or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. The Employer, with mutual agreement with the Union, can extend any probationary period up to an additional thirty (30) days of actual work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

Section 3. Separate seniority lists for each base work location (which is currently Hato Rey and San Juan, which shall be treated together as one location) will be posted and maintained by the Employer and shall be made available to the Union upon request. An employee's standing on the posted seniority list will be final unless protested in writing to the applicable District Supervisor not later than thirty (30) calendar days after the list has been posted on the bulletin board.

Section 4. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records.

Section 5. The seniority of an Employee shall be terminated for any of the following reasons:

- a) the Employee quits or retires;
- b) the Employee is discharged;
- c) a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e) the U.S. Government revokes the Employee's credentials as a CSO;
- f) the Employee is permanently transferred out of the bargaining unit.

Section 6. Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose their Union seniority. If they return to the bargaining unit at a later date their seniority will start on that return date.

Section 7. Union officials shall be accorded super seniority with respect to layoff, recall and other situations that assure the officials' access to co-workers to genuinely assist the officials on performing their grievance and contract administration duties. Union officials can only use super seniority if their on-the-job presence is necessary to ensure effective employee representation.

#### ARTICLE IV - Transfer, Layoff and Recall

Section 1. Whenever it is necessary to layoff employees at a given site location within the District of Puerto Rico, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (a) When full-time positions are being reduced, full-time employees will be laid-off as follows:



- (i) Probationary employees working at the location at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force, the seniority employees at the affected location shall then be laid off in the inverse order of their seniority.
- (b) When regular shared-time positions are being reduced, part-time employees will be laid-off as follows:
- (i) Probationary employees working at the location at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force of regular part-time employees at the affected location, they will be laid off in the inverse order of their seniority.

Section 2. Employees who have been laid-off, or transferred to another location covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another location within the district in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

Section 3. Laid-off employees will be recalled in accordance within this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if applicable. Laid-off employees declining recalls to their "home location" will be deemed to be voluntary terminations of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer.

#### **ARTICLE V - Job Opportunities**

Section 1. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, ~~the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays) within the Local as defined in Appendix B. All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that five (5) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.~~

Section 2. The Company is obligated under its contract with the USMS, to fill a designated number of shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. A shared position Employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for weekly work schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action.

Section 3. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 3 and 5, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To

to the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees who are reassigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under their agreement, whichever is greater.

## ARTICLE VI - Grievance Procedure

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract IS-D-0001 between the US Marshals Service and MVM, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3 of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government.

Section 2.

- A. The number of days outlined in Section VI.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

---

Section 3. All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within eight (8) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within eight working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in.
- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.

MA 101

- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within eighteen (18) days after the occurrence of the facts giving rise to the Grievance.

Section 4. Grievances processed in accordance with the requirements of Section 3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association (AAA) or the Commonwealth of Puerto Rico, Department of Labor to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- B. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall be liable for attorney and court costs to enforce compliance including through the courts, absent an order from the U.S. Marshals Service or unless the Company files a written request for clarification, then the Company will comply within fifteen (15) days of receiving the clarification.
- C. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

Section 5. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

Section 6. No individual may move a grievance to arbitration.



## ARTICLE VII - Discipline

Section 1. After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract IS-D-0001 between the US Marshals Service and MVM, Inc.

Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3 of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the termination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards for the CSOs in Section H-3 of the Contract between the Company and the USMS, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Decoy Force Standards and the US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any express non-disciplinary directive issued by the Government.

Section 2. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in Section 1 and Section 2 above. It is recognized by the parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3 of Contract MS-D-0001 as referenced in Sections VI 1 and Section 2. The Employee may request, in writing, to the Site Supervisor, that any disciplinary action not resulting in suspension may be considered for removal from the Employee's file after 2 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

## ARTICLE VIII - Training

Section 1. The Union and the Employer understand and agree that the employees of the Bargaining Unit shall and will be available to attend training programs and seminars that the Company from time-to-time may offer in order to improve the services offered, as well as the skills of the employees. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to an emergency, will make-up said training at the time and place identified by the Employer.

## ARTICLE IX - Hours of Work and Overtime

Section 1. For the purpose of this Article, a regular work week of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. Employees scheduled to work on full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes. If an

Employee works more than two (2) hours beyond a full eight (8) hour shift, the employee shall be eligible for an additional unpaid meal period of thirty (30) minutes to the extent necessary to ensure a meal period for five (5) hours of work. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

Section 2. An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal laws concerning overtime.

Section 3. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4. If directed to work overtime (i.e. over eight (8) hours in a work day or forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

Section 5.

- A. Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
- B. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

Section 6. There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

~~Section 7. Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time.~~

Section 8. It is agreed by the parties should the Service Contract Act or other Federal Law require the payment of overtime after 8 hours per day, the parties will reopen negotiations regarding the overtime payment for the bargaining unit employees.

### ARTICLE X – Wages/Shift Differential

Section 1. The hourly rate of pay for each employee is set forth in Appendix A of this Agreement which is attached hereto and incorporated herein by reference. The Employees placement on the wage scale will be determined by the Employee's date of hire.

A. The pay scales set forth in Appendix A herein contain the following three categories:

- a. CSO I is defined as an employee with less than four years of employment;
- b. CSO II is defined as an employee with at least four years of employment but less than eight years of employment;
- c. CSO III is defined as an employee with at least eight or more years of employment.



- B. Length of service for the pay scale contained in Appendix A and for the vacation benefits shall be determined based on the original date of hire as a CSO whether this be the current contractor or any predecessor contractor.

Section 2. Shift Differential - All work performed between six (6) p.m. of one day through six (6) a.m. of the next day shall be paid at one hundred and six percent (106%) of the employee's regular hourly rate.

Section 3. On August 1, 2003 a lump sum payment in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) shall be paid by the employer to CSO unit employees as defined by this contract. Local 72 shall provide the employer with a breakdown of the distribution of this lump sum. The only bargaining unit employees who will qualify for this payment shall be those regular bargaining unit employees employed on June 13, 2003.

### ARTICLE XI - Holidays

Section 1. Whenever the term "holiday" is used it shall mean: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and Three Kings Day.

Section 2. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium.

Section 3. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked and in addition shall receive eight (8) hours holiday pay.

Section 4. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the pay period in which the holiday occurs, with a minimum of four (4) hours holiday pay.

Section 5. Holiday pay for regular part-time employees who do not work on a holiday shall be paid only a prorated portion of the full-time benefit based on the pay period in which the holiday occurs, with a minimum of four (4) hours holiday pay.

~~Section 6. An Employee in laid off or extended leave status shall not receive holiday pay.~~

### ARTICLE XII - Sick Leave

Section 1. Each employee shall be eligible to accrue sick leave at one (1) day per month in which the employee works at least one hundred fifteen (115) hours.

Section 2. Subject to the provisions herein and the policies and practices of the Employer, the administration of the sick leave benefits, including accruals and payouts (including liquidation), shall be in accordance with Puerto Rico Act No. 84 of 1995 as amended and paid at the end of each September.

Section 3. Except in circumstances beyond the control of the employee, the employee shall notify his/her supervisor of the employee's illness as soon as the employee believes that he/she will be unable to report to work, and not later than five (5) hours before that start of the applicable shift. It is understood that the use of sick leave shall not excuse the failure to comply with the Employer's normal reporting requirements, attendance requirements, and medical certifications (for absences exceeding two (2) working days).

Section 4. The Company shall provide to each Employee a statement of accrued vacation and sick leave on the 15<sup>th</sup> of the month following each quarter.

Section 5. Share time Employees shall receive a prorated amount of sick leave with a minimum of one-half of a full time benefit.

### ARTICLE XIII - Vacations

#### Section 1.

Regular employees shall be entitled to annual vacation days based on their continuous years of service as a CSO with this employer and/ or the predecessor employer at their individual hourly rate at the time payment is made in accordance with the following schedule:

- (a) Upon completion of one (1) year of service but less than 10 years of service: one-hundred and twenty (120) hours;
- (b) Upon completion of ten (10) years of service: one-hundred and sixty (160) hours

Section 2. Each employee who qualifies for vacation leave in accordance with the provisions of this Article shall notify his/her Site Supervisor in writing prior to April 1st of each year of his or her first and second choice for desired vacation periods, if any. The Site Supervisor will attempt to approve vacation schedule: choices to be mutually satisfactory to the employee and the Employer in line with the seniority of the employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations.

Section 3. Subject to the provisions herein and the policies and practices of the Employer, the administration of the vacation benefits, including vacation day accruals and payouts (including liquidation) shall be in accordance with Puerto Rico's Act No. 84 of 1995.

Section 4. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on an unpaid leave of absence or laid off

~~Section 5. Employees may use their vacation leave once they have accrued it for one (1) year. In case of an urgent need and through written agreement with the Employer, the employee may use in advance, what they have accrued up to the time the request of leave is submitted to the Site Supervisor.~~

### ARTICLE XIV - Leaves of Absence

Section 1. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of a verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

11

ection 2.

- ... The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.
- E. In the event of injury or illness that is deemed non communicable, the Employee may be granted "light duty" status at the approval of the COTR in writing to the Company as long as it does not interfere with the business of the Court and such duty is available. The injury or illness for light duty status must be temporary and cannot be more than thirty (30) days.

ection 3. An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

ection 4. A Union President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time will be granted upon mutual agreement between the Company and the Union.

~~Section 5. The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:~~

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
  1. The reasons for such leave;
  2. The effective dates of such leave;
  3. The estimated date of return to work.

The Company will respond to the request within four (4) working days.

- ... The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.

*[Handwritten mark]*

- C. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions when granted shall not total more than thirty (30) days.

Section 6. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

Section 7. The Company will comply with all State and Federal regulations regarding Employees' service on jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to ten (10) days spent on jury duty.

Section 8.

- A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, whether the family member lives in or out of their local state, the Employee shall be entitled to four (4) days paid leave of absence per occurrence at their straight-time rate of pay. Immediate family is defined to mean an Employee's spouse, father, mother, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.
- B. The Employer may require proof of the death for which an Employee requests a paid leave.

#### ARTICLE XV - Health and Welfare

Section 1. For the life of this Agreement, the Employer will make health and welfare payments to employees on all hours paid up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as follows:

- A. June 13, 2003 to September 30, 2003 = \$2.08 per hour  
B. October 1, 2003 to September 30, 2004 = \$2.36 per hour  
C. October 1, 2004 to September 30, 2005 = \$2.50 per hour  
~~D. October 1, 2005 to September 30, 2006 = \$2.65 per hour~~

Section 2. The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Court Security Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401 (k) plans, and any other plan mentioned in this Agreement.

Section 3. The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as follows: 11 cents per hour for uniform maintenance. A shoe allowance of \$65 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes.

Section 4. The Employer shall provide all Employees with uniforms including any inclement weather gear.

#### ARTICLE XVI - Union Membership, Dues, Fees

Section 1. The Union agrees that it will accept into membership any employee who may be required to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite to such membership, any condition more burdensome than the conditions applicable to present members of the Union.



Section 2. Each employee shall either:

- ) Remain a member of the Union for the remaining term of this Agreement; or
- ) Pay the agency fee, as set forth below, for that term.

Section 3. Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period whichever is later, either:

- (a) Become a member of the Union;
- (b) Pay the Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues to Union members in the unit).

Section 4. Any employee hired after the effective date of this Agreement, shall, within 30 days after the satisfactory completion of his or her probationary period, either become a member of the Union or pay the Union an agency fee as described in Section 3(b), above.

Section 5. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Union from the employee's pay check. These deductions will be made per pay period for full-time employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.

The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.

Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, initiation fees and service fees are. The Employer will remit all such deductions to the Union by mail. The money will be forwarded within five (5) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.

The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder.

Moreover, this Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligation under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation.

Section 6. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.

Section 7. The Union agrees to indemnify and to hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deductions from the employees.

## ARTICLE XII - Union Representation

Section 1.

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved, with approval, to attend to all the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees and stewards will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- 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 Union Steward will be paid for that time, upon receiving Supervisor approval of relief from duty.

## ARTICLE XIII - General Provisions

Section 1. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, sex, color, gender, age, national origin, religion, sexual orientation, disability or other legally protected classification, as prohibited by controlling law, but no claim under this section shall be grievable.

Section 2. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

Section 3.

- A. The Employer shall pay for any physical/medical examinations and additional testing that is required by the Employer, ~~and/or the U.S. Government~~. The Employer has the right to choose the physician who will perform the physical exam. The Employer will pay for the time required for the Employee to take required physical exams and additional testing.
- B. Physical/medical exams may be required by the U.S. Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.
- C. Employee shall be paid at their regular rate of pay for all time utilized to comply with all exams, re-exams and additional testing.

Section 4. The Employer shall reimburse employees for all required and approved travel expenses.

*(Handwritten mark)*

Section 5. Each December an annual bonus will be paid to each CSO who worked at least 700 hours as a CSO under the employers contract with USMS during the government contract year (ie. October 1 through September 30). The Christmas bonus during the lifetime of this contract shall be as follows:

- a. December, 2003 = \$250.00
- b. December, 2004 = \$250.00
- c. December, 2005 = \$275.00
- d. December, 2006 = \$300.00

The payment for December 2006 is based on the work performed for the period from October 1, 2005 through September 30, 2006 and shall be deemed a benefit earned under this contract.

This payment is deemed to satisfy any applicable local requirement for a Christmas or other annual bonus to the extent the employees may be eligible therefor under local law.

Section 6. All employees shall have an opportunity provided by Employer for training in courtroom and control room procedures. Such training shall be determined by, coordinated by and paid by the Employer.

A. Employees assigned to control room duty shall receive a control room incentive pay of 35 cent per hour in addition to their regular rate of pay.

Section 7. Regular CSOs shall not perform the duties of Lead CSOs.

#### **ARTICLE XIV – Strikes and Lockouts**

Section 1. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

Section 2. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or an curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination.

Section 3. During the life of this Agreement, the Employer shall not lockout any Employees covered in this

#### **ARTICLE XX – Separability of Contract**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **ARTICLE XXI – Entire Agreement**

The parties acknowledge that during the negotiations which resulted in the Agreement, the unlimited right a opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertainir

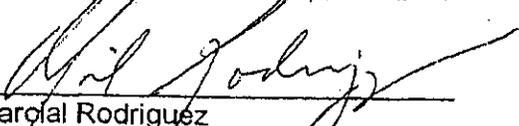
conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in the provisions of this Agreement.

**ARTICLE XIX - Duration of Agreement**

This Agreement shall be effective on June 13, 2003, and supersedes any and all prior agreements or understandings between the parties. The Agreement shall remain in force until 2400 hours on September 30, 2006, with the provision that should either party desire to terminate this Agreement or any provision hereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing agreement may be continued by mutual consent of both parties until a new Agreement is reached. This agreement may also be changed or amended by agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, LOCAL 72

  
Harold Rodriguez  
Local President UGSOA Local 72

Date: 6/13/03

UGSOA International Union

\_\_\_\_\_  
Jonna M. Huff  
Director CSO Division

Date: \_\_\_\_\_

  
Adela Vélez  
Secretary UGSOA Local 72

Date: 6/13/03

AVM, INC.

\_\_\_\_\_  
Edward Hayes, Jr.  
Senior Vice President

Date: \_\_\_\_\_

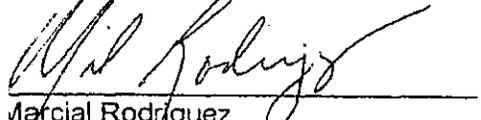
conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in the provisions of this Agreement.

**ARTICLE XXII - Duration of Agreement**

This Agreement shall be effective on June 13, 2003, and supersedes any and all prior agreements or understandings between the parties. The Agreement shall remain in force until 2400 hours on September 30, 2006, with the provision that should either party desire to terminate this Agreement or any provision hereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing agreement may be continued by mutual consent of both parties until a new Agreement is reached. This agreement may also be changed or amended by agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, LOCAL 72

  
\_\_\_\_\_  
Marcial Rodriguez  
President UGSOA Local 72

Date: 6/13/03

JGSOA International Union

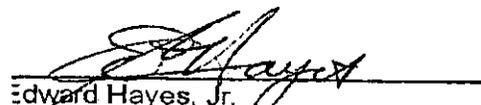
\_\_\_\_\_  
Donna M. Huff  
Director CSO Division

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Adela Vélez  
Secretary UGSOA Local 72

Date: 6/13/03

MVM, INC.

  
\_\_\_\_\_  
Edward Hayes, Jr.  
Senior Vice President

Date: 13 June 03

APPENDIX A

Bereavement Leave	4 days per year				
Holidays	12 days per year				
Shift differential	6% all hours between 6pm-6am				
Uniform allowance	11 cents per hour				
Sick Leave	12 days per year				
Vacation	120 hrs/less 10 yrs 160 hrs/ + 10 yrs				
Overtime	1 1/2 times regular rate over 40 hours per week				
		<b>Salary increases for following dates</b>	10/1/03	10/1/04	10/1/05
CSO I Less than 4			\$11.95	\$12.37	\$12.95
CSO II 4+ to 8 yrs			\$13.18	\$13.64	\$14.19
CSO III Over 8 yrs			\$13.99	\$14.48	\$15.16
<del>Differential for Control Room Duty</del>	<del>35 cents per hour</del>				
Health & Welfare			\$2.36	\$2.50	\$2.65
Shoes			\$65.00	\$65.00	\$65.00
XMAS Bonus			\$250.00	\$275.00	\$300.00

*AD* *1/2/06*