

AGREEMENT

Between



MVM, INC.

and the

U.S.C.S.O.

U.S. COURT SECURITY OFFICERS

Puerto Rico

DATE: August 17, 2007 to September 30, 2010

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## PREAMBLE

THIS AGREEMENT is made and entered on August 17, 2007, and is fully executed by and between MVM, Inc., a Virginia based company, hereinafter referred to as the "Employer" or "Company" and the UNITED STATES COURT SECURITY OFFICERS, (USCSO) which is based in New York City, New York, hereinafter referred to as the "Union."

## ARTICLE #1

### RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to seniority, 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 U.S. Marshal Service ("Government") for the provision of security at said courthouses, but excluding all managers, supervisors, Lead Court Security Officers, (LCSO) office and/or clerical employees temporarily assigned employees, substitute employees, and all other non-court Security Officer employees of the Employer.
- B. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Paragraph A, above.
- C. This agreement shall be binding upon parties, their successors and assigns. In the event of or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

## ARTICLE #2

### MANAGEMENT RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:
  - 1. Hire;
  - 2. Assign work;
  - 3. Promote, Demote;
  - 4. Discharge, discipline, or suspend based on Article 6;
  - 5. Require Employees to observe reasonable Employer rules and regulations;
  - 6. Determine when overtime shall be worked;
  - 7. Determine the qualifications of an Employee to perform work.

- B. 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 #3

#### SENIORITY

- A. Union seniority shall be the length of continuous service from the Employee's first date of hire as a CSO for the Employer, or any predecessor Employer on the current USMS contract. Union Seniority shall not accrue until the Employee has successfully completed the Probationary period. Union Seniority shall be applicable in determining lay-offs and recall, the filling of vacancies and assignment of work and other matters as provided for in this Agreement. In the case of overtime assignments and selection of vacation period(s), Union Seniority within the relevant site shall prevail.
- B. Overtime must be offered first in Union Seniority order to the members assigned to the site requiring the overtime. Once offered (whether worked or not) the Employee's name will go to bottom of list and the next senior-most Employee will be offered the overtime opportunity.
- C. Any employee who is granted an approved leave of absence will continue to accrue Union Seniority during the leave period.
- D. 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 his 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 arbitration 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.
- E. Employees shall notify the Employer and the Union in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer and the Union shall be entitled to rely upon the last known address shown in their official records.
- F. The seniority of an Employee shall be terminated for any of the following reasons:
  - 1. The Employee quits or retires;
  - 2. The Employee is discharged;

3. 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;
  4. The Employee is laid off for a continuous period of one year 365 calendar days;
  5. The U.S. Government revokes the Employee's credentials as a CSO;
  6. The Employee is permanently transferred out of the bargaining unit.
- G. Any Bargaining Unit Employee who is promoted to and remains in a non-bargaining unit position for more than 180 days shall lose their Union Seniority from the first day in a non-bargaining unit position. If the employee returns to the bargaining unit after more than 180 days, they shall regain their Unit Seniority date (excluding the time in the non-bargaining unit position), after completion of 365 days back in the bargaining unit.

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position and who returns to a bargaining unit position within 180 days shall not lose their Union Seniority for any period.

#### ARTICLE #4

#### TRANSFER, LAYOFF AND RECALL

**Layoff /Recall** - In the event of a layoff or recall from a layoff, Union Seniority shall control. The employee with the least overall seniority district wide shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees shall be laid off before any employees with seniority. It is the responsibility of the laid off employee to keep the Company and the Union advised by certified mail of any changes in his/her mailing address. The employee shall reply to the company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall.

#### ARTICLE #5

#### JOB OPPORTUNITIES

- A. **Filling Vacancies** – If a vacancy occurs in a regular full time position covered by this Agreement or a new position is added and the company chooses to fill the position, the position will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays) district wide. The vacancy shall be awarded to the most senior qualified bidder. Employees with written disciplinary action during six (6) months of posting will be ineligible for positions. 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 will be notified by the Company. The Site Supervisor will notify the Unions' District Vice-President of such openings. The Unions' V.P. will then verify that all shared position CSO's have been 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.

Any Shared Timed Employee who wishes to change their assigned site, shall submit a request for transfer to the Contract Manager and the most senior time share shall be transferred to that next available share time vacancy at the site requested.

- B. 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.
- C. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position or assign an Employee to 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. Temporary assignments shall not exceed 90 days. Any assignment expected by the Company to last more than 90 days (or which in fact lasts longer than 90 days whether expected or not) shall be posted and filled in accordance with Article 5 above. To the extent feasible, the assignment of temporary post shall be a voluntary selection based on Union Seniority. In the absence of volunteers, assignments shall be made on a reverse seniority.

Employees so assigned will receive during the term of their temporary reassignment the higher of:

1. the hourly base wage available to Employees regularly assigned to the site to which the Employee is being temporarily assigned, or
2. their regular hourly wage Employees receive at their regular assigned site under this agreement.

## ARTICLE #6

### GRIEVANCE PROCEDURE

- A. 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 if 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 MS-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; Any rebuttal or submission of additional information in defense of the employee will be provided to the Employer who will deliver to the proper Government representative. The “final decision” on the employee’s removal shall be determined by the Government.

B.

1. The number of days outlined in Article #6 C 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.
2. Should 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, the grievance may be moved to the next step.

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

1. 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), and a union representative if requested, 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.
2. 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.
3. 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.

4. Grievance for Discipline - Any grievance involving discharge or suspension 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 five (5) days after the occurrence of the facts giving rise to the Grievance.

D. 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 paragraph C which remain unsettled shall be processed in accordance with the following procedures and limitations:

1. 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) 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.
2. 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.
3. Arbitration Expense - The arbitrator's and attorney's fees will paid by the losing party. Other expenses, such as 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.
4. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

E. 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.

F. No individual may move a grievance to arbitration.

## ARTICLE #7

### DISCIPLINE

- A. After completion of the probationary period, no Employee shall be Dismissed or suspended without just cause. Just cause may include serious violations of the MVM Standards of Conduct, and/or an order of removal of an employee from working under the contract by the U.S. Marshal Service, by revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-D-0001 between the US Marshals Service and MVM, Inc.
1. 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. Any rebuttal or submission of additional information in defense of the employee will be provided to the Employer who will deliver to the proper Government representative. 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.
  2. The Company's contract with the US Government sets out performance standards for the CSOs in Section C 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 Deadly 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.
- B. The Company may discipline Employees when necessary and discharge those who fail to uphold USMS or Company standards as described in Section A1 and Section 2 above. It is recognized by 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 progress 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, excluding discrimination or sexual harassment, not resulting in suspension may be considered for

removal from the Employee's file after 12 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

C.

1. In the event of an accidental discharge of a weapon by an employee, the employee will be immediately suspended without pay and a thorough investigation will be conducted. The investigation will be to determine if the incident occurred as a result of negligent or inappropriate handling of the weapon or if caused due to a mechanical malfunction of the weapon. Should negligence or inappropriate handling is confirmed, the employee will be terminated. If the discharge occurred as a result of a mechanical malfunction of the weapon, the employee will be reinstated and paid for time off the job.
2. The suspension without pay should not be for a period greater than fourteen (14) days. Termination for a negligent or inappropriate handling of a weapon, which results in an accidental discharge, will be without recourse to grievance or arbitration procedures.

#### ARTICLE #8

#### TRAINING

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 emergency, will make-up said training at the time and place identified by the Employer.

#### ARTICLE #9

#### HOURS OF WORK AND OVERTIME

- A. 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 a full eight (8) hour shift shall normally receive an unpaid lunch period of at least thirty (30) minutes. If any 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 every 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.
- B. 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 Federal laws concerning overtime.

- C. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
- D. 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.
  - 1. Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.
  - 2. Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.
  - 3. Share-time employees will be required to perform work in accordance with the USMS Contract. The employer will endeavor not to call share-time employees for work on their scheduled days off, but if called, the share-time employee will be required to work. Failure to report to work or frequent inaccessibility may result in disciplinary action up to and including termination of employment.
- E. 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, for the lunch break only, at the appropriate rate of pay, as the rest period is already paid. 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.
- F. Employee called into work, who report to work as required, 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.
- G. 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 #10

#### WAGES/SHIFT DIFFERENTIAL

- A. 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.

1. 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.
2. 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.

B. Shift Differential - All work performed between six (6) p.m. of one day through six (6) am of the next day shall be paid at the rate contained in Appendix A.

#### ARTICLE #11

#### HOLIDAYS

A. Whenever the term "holiday" is used it shall mean:

New Year's Day	Martin Luther King, Jr.'s Birthday
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	Three Kings Day

- B. 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. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular wage rate for all hours worked and in addition shall receive eight (8) hours holiday pay.
- D. 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.
- E. Holiday pay for regular part-time employees who do not work on a holiday shall be paid only a prorated amount of the full-time benefit based on the pay period in which the holiday occurs, with a minimum of four (4) hours-holiday pay.

- F. An Employee in laid off or extended leave status shall not receive holiday pay.
- G. Any employee scheduled to work on a holiday who fails to report for work will forfeit the holiday pay for that day.

## ARTICLE #12

### SICK LEAVE

- A. 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.
- B. 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.
- C. 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 two (2) 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).
- D. Share time Employees shall receive a prorated amount of sick leave with a minimum of one-half the full time benefit.

## ARTICLE #13

### VACATIONS

- A. 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:
  - 1. Upon completion of one (1) year of service but less than 10 years of service: one-hundred and twenty (120) hours;
  - 2. Upon completion of ten (10) years of service: one-hundred and sixty (160) hours;
- B. 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.
- C. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is laid-off.

- D. Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Vacation bidding for Full-time Employees will take place starting October 1<sup>st</sup> of each year for the following January calendar year. Vacation will be granted based on Seniority and after the results of the bidding process. Vacation picks will be in (2) two week intervals with the bidding process to take place as many times as needed. Vacations requiring (2) weeks or more may be approved with advanced notice to the Company. After the completion of the bidding process, all other vacations will be granted on a first come first served basis.

Vacation cash out will only be permitted if the Employee is not able to take time off due to operational needs of the company. Employees who cash out vacation time are not entitled to participate in the vacation bidding process, nor take vacation time off during the year.

Vacation selection for full time employees will take place as soon as practicable after this agreement takes effect and must commence every October 1<sup>st</sup> thereafter.

- E. Employees may not carry over vacation beyond one (1) year. All accrued vacation will be cashed out the end of each contract year.

#### ARTICLE #14

#### LEAVES OF ABSENCE

##### A. PERSONAL LEAVE

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of Employer for verifiable extenuating circumstances without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless 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, but it is not guaranteed. 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 verified personal emergency. Failure to report for scheduled shifts after an approved leave of absence will be considered a voluntary resignation.

##### B. FAMILY AND MEDICAL LEAVE ACT

1. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
2. The Company agrees to honor the FMLA for all employees.

3. 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.
  4. 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.
  5. In the event of injury or illness that is deemed non communicable and the Employee can perform the essential functions of the job without exposing the Employee or the General Public to possible harm or danger, the Employee may be granted "light duty" status at the sole discretion of the Employer. Prior to beginning the light duty the approval of the COTR must be obtained in writing to the Company. The light duty work must 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.
- C. 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.
- D. A Union Vice-President and/or one delegate may be granted unpaid leaves of absence upon a written request for the purpose of attending Union conventions, meetings or other items of vital interest to the Union as long as staffing requirements permit. This type of leave will not exceed five (5) days.
- E. 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:
1. 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:
    - a) The reasons for such leave;
    - b) The effective dates of such leave;
    - c) The estimated date of return to work.

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

2. 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.
  3. Extensions of the leave of absence will not be granted.
- F. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.
- G. The Company will comply with all State and Federal regulations regarding Employees' service or 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.

#### ARTICLE #15

#### HEALTH AND WELFARE

- A. For the life of this Agreement, the Employer will make health and welfare payments in cash to Employees for all hours worked up to forty (40) hours per week, and up to a maximum of 2080 hours per contract year.
- B. The Employer may offer Employees the opportunity to participate in other available Employee aid fringe benefit programs made available to all Court Security Officers employed by the Company. These programs can include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.
- C. 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 \$65.00 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes.
- D. The Employer shall provide all Employees with uniforms including any inclement weather gear, if authorized by the USMS.

#### ARTICLE #16

#### BEREAVEMENT LEAVE

- 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 eligible to a maximum of 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 #17

### UNION MEMBERSHIP, DUES, FEES

- A. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.
- B. Each employee shall either:
  - 1. Remain a member of the Union for the remaining term of this Agreement; or
  - 2. Pay the agency fee, as set forth below, for that term.
- C. 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:
  - 1. Become a member of the Union in good standing;
  - 2. 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).
- D. 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 paragraph C 1 above.
- E. 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 ten (10) 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 company agrees to discipline, upon notice from the Union, any member who fails to pay their dues as stated in the USMS performance standards for failure to pay their financial obligations.

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 any other legal means. If the Union takes action through a court to enforce the employee's obligations 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.

- F. 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.
- G. 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 #18

### UNION REPRESENTATION

- 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. If pre-approved by the Employer, 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. Union Stewards will not be paid overtime for conducting Union business.

## ARTICLE #19

### GENERAL PROVISIONS

- A. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, 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.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), receive or make phone calls, 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.
- C. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing, only on the basis of a computer generated list, in a reasonable and uniform manner consistent with MVM Policy and HHS Standards. The Company shall bear the cost of Initial screening. Subsequent screening or analysis requested by the employee as a result of a positive result will be paid by the employee.
- D. The Employer shall reimburse employees for all required and approved travel expenses.
- E. Each December an annual Christmas bonus will be paid to each CSO in accordance to the most current and applicable Puerto Rico law who worked at least 700 hours as an employee under the employers contract with USMS during the government contract year (i.e. October 1 through September 30).

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 therefore under local law.
- F. All employees may 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.
  - 1. Employees assigned to control room duty shall receive a control room incentive pay in the amount indicated in Appendix A, addition to their regular rate of pay.
- G. CSOs shall not perform the duties of LCSOs.

## ARTICLE #20

### PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. If working the company will allow up to three hours to attend to these test.
- B. The Employer may also require, at the direction of the US Marshals Service, that employees undergo examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of this examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination and the employee will be paid at their regular wage rate. The employee will be responsible for all follow-up examinations which disqualify the employee for work under the USMS contract.
- C. If allowed to continue working by the USMS the employees will be permitted to use earned paid time off (e.g. Personal Time or Vacation) when attending a follow-up examination by requesting and obtaining approval prior to appointment.

## ARTICLE #21

### STRIKES AND LOCKOUTS

- A. 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.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any 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.
- C. During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

## ARTICLE #22

### GOVERNMENT SUPREMACY

- A. The Union acknowledges that Employer has entered into a Contract with the USMS to provide services under specific terms and conditions, and that the USMS has broad discretion to direct the activities of Employer within the scope of the Contract. In that regard, the USMS may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the USMS deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Employer regarding such actions taken or their compliance with such directives in as much as the company shall produce the directives in writing from the USMS if such a document is provided by the Government. The Employer will discuss any such changes or directives with the Union as to the best way to carry out their implementation.
- B. Notwithstanding any provision of this Agreement, to the extent the USMS requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer and Union will comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

## ARTICLE #23

### 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 US 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 US 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 #24

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understandings and agreements reached 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 pertaining to 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 other provisions of this Agreement

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ARTICLE #25

DURATION OF AGREEMENT

This Agreement shall be effective on August 17, 2007 and supersedes any and all prior agreements or understandings between the parties. The Agreement shall remain in force until 2400 hours on September 30, 2010, 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.

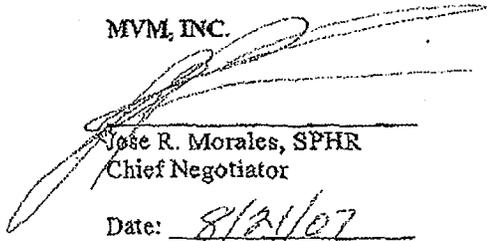
U.S.COURT SECURITY OFFICERS  
(USCSO)



Daniel Hauschild  
President, USCSO

Date: 8/18/07

MVM, INC.



Jose R. Morales, SPHR  
Chief Negotiator

Date: 8/24/07

AND



Dina L. Evans, CLRP  
Director, Human Resources

Date: 8/18/07

APPENDIX "A"

Economic Provision for  
USCSO in Puerto Rico

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

	Current	10/1/2007	10/1/2008	10/1/2009
Base Wages				
CSO I (Less than 4 years)	\$12.95	\$13.47	\$13.87	\$14.29
CSO II (4 + to 8 years)	\$14.19	\$14.71	\$15.11	\$15.53
COS III (Over 8 years)	\$15.16	\$15.68	\$16.08	\$16.50
Control Room Differential	\$0.35	\$0.35	\$0.30	\$0.25
Uniform Allowance	\$0.11	\$0.11	\$0.11	\$0.11
Health and Welfare	\$2.65	\$3.20	\$3.40	\$3.60
Holidays (Days)	12	12	12	12
Sick Personal (Days)	12	12	12	12
Bereavement (Hours)	32	32	32	32
Christmas Bonus	\$300.00			
Vacation (Less than 10 years)	120 Hrs	120	120	120
Vacation (More than 10 years)	160 Hrs	160	160	160
Night Shift Differential				
Second Shift	6%	\$0.60	\$0.60	\$0.60
Third Shift	6%	\$0.70	\$0.70	\$0.70

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as indicated above.

2. Uniform Allowance

- a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) Health and Welfare Allowance is the amount shown above per hour for each regular hour worked. Health and Welfare will not be paid on any other benefits.
- c) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for vacation taken as time off, sick leave, and holiday hours, up to a maximum of forty hours per week and 2080 hours per year on each contract.

4. Shoe Allowance

The Employer shall provide all equipment, uniforms and in lieu of shoes for the Employee the employee will provide an annual payment of \$65.00.