E/PA

AGREEMENT

Between

Local #58, International Union,
United Government Security Officers of America
(UGSOA)
Philadelphia, Reading, and Allentown

And

MVM, INC.

August 31, 2005 through August 31, 2008

44/3

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This Agreement entered into this 31 day of August 2005, by and

Between MVM, INC. (herein the "Company") Local #58, INTERNATIONAL UNION,

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), (herein the

"Union") as follows:

ARTICLE #1

BARGAINING UNIT

A. This Agreement is entered between MVM, Inc. (after referred to as the Company) and Local #58, International Union, United Government Security Officers of America (UGSOA), (hereinafter referred to as the Union). The Company recognizes the Union as the sole exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

B. This Unit is defined as all full-time and part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company for the 3rd Circuit in the State of Pennsylvania (Philadelphia, Allentown, and Reading), excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

C. This Agreement shall be binding upon 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 #2

BARGAINING OBLIGATIONS

A. Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

B. Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

C. Intent of Parties - The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth their best efforts to cause the Bargaining Unit

Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

A. Management of the business and direction of the security force are exclusively the right of Management. Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right it had prior to the signing of this Agreement, to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment.

1. These rights include:

   a. Hire;
   b. Assign work;
   c. Promote, Demote, Layoff;
   d. Discharge, discipline or suspend for just cause;
   e. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
   f. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
   g. Determine the extent and manner in which services are provided to our customers;
   h. Determine whether and to what extent any work shall be performed by Employees and how it shall be preformed;
   i. To bid r not bid, or to re-bid or not re-bid, the Contract with the Government;
   j. To introduce new methods or improved methods of operation

B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d). Any of these proposed changes must be negotiated with the Union in accordance to the NLRA.

ARTICLE #4

CLASSIFICATIONS

A. Full-time employees are those employees who are regularly scheduled to work Forty (40) hours a week.

B. Share-time employees are those employees who regularly work an average of twenty (20) hours a week and less than of forty (40) hours a week. Share-time employees are eligible for Holiday pay; Personal/Sick Leave and Vacation leave benefits of ½ the full-time benefit. If they are paid more than 1040 hours per year, benefits are pro-rated on hours paid.

C. The Employees currently on the MVM, Inc. contract with the USMS in the 3rd Circuit in Philadelphia, Reading and Allentown, Pennsylvania, on the effective date of this CBA will retain their eligibility to obtain full time benefits after paid hours equal to or greater than 1664 annually. All employees hired after the effective date (in the year 2005) of the CBA will receive prorated benefits in accordance to Article #4B of the CBA.

D. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that does not pertain to normal assigned duties.

E. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

A. Should any part of this Agreement or any provision herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

EQUAL OPPORTUNITY (NON-DISCRIMINATION)

A. In connection with the performance of work under his Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, or transfer and selection for training.

B. The parties agree to comply with all Federal Laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

C. The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

D. The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATIONS

A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.

B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

A. Seniority for all purposes shall mean the total length of time the employee has been employed by the company and predecessor companies in the District of Local #58, State of Pennsylvania, under the United States Marshals, Federal Court Security Officers Program. There will be one seniority list for each location (Philadelphia, Allentown, and Reading).

B. In the event of a lay-off or recall from lay-off, seniority within entire Bargaining Unit, shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees shall be laid off before employees with seniority.

C. It is the responsibility of the laid off employee to keep the Company 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. The employee will then have a maximum of five (5) calendar days to report for duty.

D. An employee who is unable to report to work because of non-occupational injury or illness shall retain his/her seniority and position for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.

E. An employee's seniority shall be terminated upon the occurrence of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his/her intent to return to work, and/or does not return to work in accordance with the requirements in this Article;
- Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
- An employee transfers out of the bargaining unit.

F. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

G. An employee who accepts a management position with the Company, and returns within thirty (30) days retains their seniority. If the employee returns to the Bargaining Unit after thirty (30) days, they will retain their seniority with the Company but will return to the bottom of the seniority list with the Bargaining Unit.

H. It is understood that senior full time employees shall have preference of assignments to shifts and the shifts regular day off, and temporary or permanent assignments. Seniority shall be used for recall after lay off, overtime, and holiday work assignments for all employees.

I. Share time employees may be given preference to shift hour, by seniority, but will not work steady shifts. All shared time hours will be divided equally amongst share times. When additional hours become available the most senior shared time employee will be given preference, if all other time is equal (i.e. If all share time are scheduled to work four (4) days, the most senior Share time employee will be offered the fifth (5th) or additional day.) All shared time employees assigned to Philadelphia will be periodically scheduled to work the Nix or Byrne Courthouses to ensure familiarity with the post. Once assigned to a schedule, no switching will be permitted without the prior approval of the Site Supervisor. Share times will have preference to work locations such as Nix or Byrne Courthouse, but there is no guarantee of assignment.

J. When the Company determines that a shift assignment has an opening, the Company will fill the opening in the following manner:

1. Post a notice of the opening to all full-time and share-time employees at all sites, within Bargaining Unit, which includes shift hours days off and any other pertinent information. The notice will be posted for seven (7) calendar days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee that requested the opening. Preference will be given to seniority in the site in which the opening occurred. If no full-time employee requested the position, it will be awarded to the most senior share-time employee. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:

2. Should the filling of a vacancy under this article create subsequent openings, all will be

filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company may fill the job from outside the Bargaining Unit.

3. Any Full-Time CSO, who returns to Share-Time classification, by his/her request, will be subject to a six (6) month waiting period before they can bid on a Full-Time position.

4. The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties, as described by the National Labor Relations Act.

ARTICLE #9

DISCHARGES

A. The Employer shall have the right to discharge, discipline, or suspend an employee for just cause.

B. Any new employee not granted a security clearance that is required by the controlling Governmental Agency shall be discharges without recourse to grievance or arbitration procedures.

C. Upon termination of employment employees will be paid at their individual rates for any vacation, sick, or personal time earned but not used.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition. A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

B. The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

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

1. Informal Procedure. Both the Company and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit. If during the course of this discussion either the employee or the supervisor deems it desirable, steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within ten (10) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

2. Step 1 - If the matter is not resolved informally, the employee shall, not later that 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, steward, or Union Officer, according to NRLB guidelines, and shall be submitted to the Contract Manger or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and steward.

3. Step 2 - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his designee not later than ten (10) days from the denial by the Contact Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and steward.

4. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. Written grievance shall be presented to the Contract Manager through the site supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

D. Arbitration Procedure - Grievances processed in accordance with the requirements, outlined above, 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 and 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 may meet telephonically to jointly attempt to agree upon a settlement of the grievance. If both parties agree that no settlement can be reached, they will proceed with the following step; if, within fifteen (15) days, the parties fail to agree upon a settlement, the Union will request the American Arbitration Association (AAA) to supply a list of 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 contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs. Any award of reinstatement (including back pay) shall be subject to the Government permitting the Employee to return to work. Should the Government refuse to allow the Employee to return to work,

any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer. Except that back pay (only) will be paid in cases that the Employer initiated the action and provided incorrect information, which resulted in the cause of the action against the Employee.

3. 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.

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. Class Action - 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 #11

DISCIPLINARY ACTION

A. Disciplinary Action will consist of a verbal warning, a written warning, and suspension or termination.

B. Anytime an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present, if requested by the employee. Both the employee and the Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

C. When the Company requests a meeting in reference to a disciplinary action, the employee required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent. This does not include any representative requested by the employee.

ARTICLE #12

HOURS WORKED AND OVERTIME

A. A regular work day is defined as a continuous eight (8) hour shift for both full-time and share-time employees.

B. Employer shall endeavor to provide all Employees two (2) days off in a row.

C. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave, holidays, and hours spent conducting Union business, do not

count as hours worked for overtime purposes. Vacation hours taken and paid are counted as hours worked for overtime purposes.

D. Overtime Assignment

1. Bargaining Unit employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.

2. When a Bargaining Unit employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit employee on the list will work overtime. The Bargaining Unit employee's name who turned down the overtime assignment will be next in turn for overtime.

3. Mandatory Overtime. Inverse to voluntary in that the Bargaining Unit employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtime.

4. The Company will not adjust an employee's schedule during a weekly period to reduce overtime.

E. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the Company to be required to pay overtime or other compensation greater that what it would be required to pay if the trade was not made. All trades must be approved in advance by the Site Supervisor or in his absence the Lead CSO.

(NOTE: The Federal Law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

1. The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.

2. It is agreed that Bargaining Unit employees will not be given time off, hours adjusted or shift changed in order to offset the payment of overtime.

ARTICLE #13

WAGES

A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof. Payday will be no later than 14 days following the close of the period.

B. In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances.

C. In the event a disputed/undisputed error on the part of the Company as to an employee' pay, proper adjustment will be made in the next pay check after the error has been brought, in written form, to the Company's attention. If the error is in excess of $100.00, a separate check will be prepared and mailed overnight as soon as possible.

D. A payment towards employee's pension. This amount may be paid into a Company 401(k) Plan or paid to the employee in his/her check, at the selection and option of the employee.

ARTICLE #14

LEAVE OF ABSENCE

A. 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. An Employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. 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, in a case of verified personal emergency.

   Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

B. The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50mile radius.

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.

   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.

D. Military Leave. 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.

E. Union Leave. A Union President and one (1) delegate will be granted an unpaid leave of absence for a maximum of twelve (12) days per year, 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 may be granted upon mutual agreement between the Company and the Union.

ARTICLE #15

BULLETIN BOARD

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

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

B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.

C. Employer has no say in the use of bulletin board. The placement of any material that is derogatory towards any employee of MVM, Inc. or the Government, anti-government, anti-company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and/or remove Union related information on the designated Bulletin Boards.

ARTICLE #16

BEREAVEMENT LEAVE

A. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days bereavement at his/her straight time rate of pay. If a death in the immediate occurs among the member of the immediate family

who resided out-of-state, the employee shall be entitled to five (5) days paid bereavement, at his /her straight-time rate of pay. Paid bereavement days are to be paid for each occurrence.

B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and /or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepparents and grandchildren.

C. The Employer may require proof of the death for which the employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

A. 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 8-H, 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 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 so assigned 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 this Agreement , whichever is greater.

ARTICLE #18

HOLIDAYS

A. All full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following twelve (12) holidays:

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

B. The twelve (12) holidays shall be paid for regardless of the day of week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.

C. Employees assigned to work Thanksgiving and Christmas will receive time and one-half his regular rate of pay, plus the eight (8) hours holiday pay.

D. All holidays, when employees are required to work, will be filled through seniority for all shifts, and when there are not sufficient volunteers the least senior employee will be required to work.

E. Share-time employees will receive holiday pay prorated based on the previous two-weeks paid hours, with a maximum of forty (40) hours paid per week, with a minimum of at least four (4) hours pay for any holiday.

F. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.

G. The employees Birthday is a floating day which is to be used within two (2) weeks either before or after the employee' Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30th of the current year.

H. An employee who is scheduled to work on a Holiday and fails to report for such work shall forfeit the employee's Holiday pay.

ARTICLE #19

VACATIONS

A. Full-time employees covered by this Agreement who have continuously been employed within the Bargaining Unit for a period of one (1) year and one (1) day, shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rate of pay.

B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years and one (1) day, shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rate of pay.

C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years and one (1) day, shall receive four (4) weeks paid vacation based on one hundred (160) hours at their regular rates of pay.

D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) years and one (1) day, shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.

E. Share-time employees are eligible for vacation benefits on a pro-rata basis. For example, share-time employees who have been continuously employed for one (1) year and one (1) day and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rate of pay.

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

G. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

H. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facility.

I. If an employee has not reached the one (1) year and one (1) day rule, no vacation pay will be prorated.

J. Time off for Vacation, based on seniority, will be picked each January for the Calendar Year. The Company will notify all employees of the results of this pick by the 1st of February of each year. All other Vacation requests will be handled and approved by the Site Supervisor as requested based on seniority.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

Personal/Sick Leave Eligibility Table

START — Rate of Personal/Sick Leave Eligible to Use

Month Employee begins working on the contract, based on an October 1st contract start date	Full-Time	Shared-Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

1. Personal/Sick Leave shall be used in not less than two (2) hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.

2. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. At the end of the contract year, any share position Employee who was paid more than 1040 hours will receive additional prorated personal/sick leave based upon the number of hours Employee was paid during that contract year. (See Letter of Understanding.)

3. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick leave pay will be paid to Employee at the end of the contract year.

4. Personal/sick leave will be granted as long as the employee receives written approval by the Employer. Requests made more than thirty (30) days in advance will be approved by seniority. Requests made less than thirty (30) in advance will be on a first come first serve basis. Supervisor will notify CSO of approved time off.

   Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.

5. All personal leave will be front-loaded each year and from month of hire.

6. Upon termination of employment, employee will be paid at their individual hourly rate for any unused accrued personal leave based upon the number of hours the employee was paid during that contract year. If the employee has used more personal leave than he/she accrued based upon time paid on the contract, the amount of the overage will be deducted from the employee's final paycheck. (Personal/Sick Leave accrues as follows: 6 hours per month Full-Time and 3 hours per month Share-Time for the purpose of payment upon termination.)

ARTICLE #21

JURY SERVICE

A. If an employee is called for Jury Duty, upon written notice that employee has served, the Employer shall reimburse employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.

B. This will be pro-rated for all part-time employees. Transportation fees to employees are no to be counted as Jury Duty pay. If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.

C. Employee must inform their Company immediately in writing upon receiving a notice to report for Jury Service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

A. The Employer agrees to recognize two (2) stewards for day shift and one (1) steward for each additional shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his/her immediate supervisor before leaving the workstation to conduct Union business. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

B. A steward who leaves his/her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he/she leaves the work station and shall clock in at the time that he/she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union

business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

C. Company will be notified by Union of current and new Union officials.

D. Neither Union officials nor Union members shall, during working time, excluding lunch and break times, 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.

ARTICLE #23

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 or their representatives, or any other applicable entity. 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.

B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such 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 the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours (or actual time spent if less than three (3) hours) for time used for having an annual physical examination.

C. Notwithstanding the forgoing provisions of paragraph B, if the employee fails the physical examination and requires follow-up testing, the Employer shall pay the cost one employee co-payment, up to a maximum of $35.00. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshal's Service or its representatives or agent the Employer shall pay the cost of resulting follow-up tests or examinations. The Employer will submit for consideration input provided by employee's private physician if submitted in a timely manner.

D. 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. When an employee is required to have follow-up testing completed, employee may use, at employee's discretion, unpaid leave or accrued benefits (e.g. Personal Time or Vacation Time) to have this testing completed. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

A. Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

B. The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including name, social security number, address, job classification and hire date of such employee on a monthly basis.

C. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks of the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.

A. The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.

B. Notwithstanding the above, all employees who are not members of the Union shall pay the Union a service fee. This service fee shall be amount determined by a certified public accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the employees' pay check on a

monthly basis. The CPA shall be selected by the Union and paid by the Union. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Monthly Dues, to a tax-exempt (under Section 501 C3 of the IRS Code) non-religious charitable organization from a list supplied by the Union. Any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

ARTICLE #25

STRIKES AND LOCKOUTS

A. No Strike-No Lockout provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.

B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of Section "A" of this Article.

C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards to such violation of this Agreement and shall instruct its' membership to return to work immediately.

D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure to this Agreement.

ARTICLE #26

GENERAL PROVISIONS

A. Rest Periods.

1. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. 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, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirements to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

B. Travel Expenses

1. The Company will provide advance payments for Company authorized and approved travel expenses if requested by the Employee. The Company will pay amounts according to Federal Government Travel Regulations.

C. Lead CSOs

1. Lead CSOs are required to act as a channel of communication for management. Leads will transmit management directions and instructions to CSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and MVM Standards of Conduct and Post Orders.

D. Government Building Closures

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House of Government Building where his Employees are assigned. In the event that a closing occurs, excused employees will have the option of using paid personal leave, paid vacation leave or leave without pay.

E. Employer Health Plan

The Employer will make a Health Plan available for all members of the Bargaining Unit, however participation will be accepted only if one hundred (100%) percent of the members participate. Those that can show proof of participation in another plan will not be counted for the purpose of establishing the one hundred (100%) percent participation.

F. Random Drug Screening

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 in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

ARTICLE #27

SERVICE
CONTRACT PROCEDURES AND OBLIGATIONS

A. Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to

the effects, if any, of the deviation necessitated by the Government's directive. A copy of a written directive covered by this provision shall be provided to the International UGSOA President upon request.

B. A copy of any notice of removal resulting at the request of the Government shall also be provided to the UGSOA's International President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal to the Employer, in accordance with the Marshals Service's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Marshals Service, including any modification thereto, which it receives from the Marshals Service.

C. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by the Union of any employees against the Employer.

D. Any compensation or expenses required by the Government to be borne by the Employer shall borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

E. Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by Section A, above, or by a removal order covered by Section B, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from the date that the document is signed and executed by both partied through August 31, 2008, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change, modify, or terminate this Agreement by mailing written notice of it's intent to terminate this Agreement at least ninety (90) days prior to August 31, 2008.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 31th day of August 2005:

Local 58, International Union,
United Government Security Officers
of America

Elaine Bariana, President

MVM, Inc.

Jose R. Morales, SPHR
Manager, Employee and Labor Relations

Appendix "A"
Economic Provisions for
UGSOA LOCAL 58

Effective Fiscal Year Beginning October 1:

	Base	2005 Year 1	2006 Year 2	2007 Year 3
Base Wages				
Sr. LCSO	$26.98	$27.79	$28.62	$29.48
LCSO	$25.98	$26.76	$27.56	$28.39
CSO	$24.23	$24.96	$25.71	$26.48
Health & Welfare	$ 2.65	$2.87	**	**
Pension	$ .48	$0.50	$0.50	$0.50
Uniform Allowance	$ .19	$ .19	$ .19	$ .19
Sick/Personal	72 hours	72 hours	72 hours	72 hours
Holiday	96 hours	96 hours	96 hours	96 hours
Bereavement in State	24 hours	24 hours	24 hours	24 hours
Bereavement Out of State	40 hours	40 hours	40 hours	40 hours

1. Shift Differential
   a. In addition to the base wage, Employees shall be paid a shift differential as follows:
      1800 to 0600 - 5% of base wage per hour
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 benefit.
   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. Employer will provide cleaning and maintenance of winter coats per agreement.
3. Health and Welfare Allowance
   Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick/personal 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 (including all cold weather gear), and shoes for the Employee at no cost to the Employee. Shoe allowance paid by Employer is $55.00.
5. Pension
   Pension Plan Payment is the amount above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week; it can be paid into the 401k Plan or paid to the employee in his/her check, at the option of the Employee.

**The parties agree that either party may reopen negotiations for amendments to Appendix "A" limited to Health & Welfare Allowance only at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. Failure to request negotiations in a timely manner will maintain the H & W at the current level for the following year.

6/18

MEMORANDUM

TO: Elaine Bariana, President
UGSOA, Local 58

FROM: Jose R. Morales, SPHR
Director, Human Resources

DATE: July 23, 2006

SUBJECT: Memorandum of Understanding - Health and Welfare Amendment
CBA – UGSOA, Local 58

In accordance with the requirement of the CBA re-opener for the Health and Welfare. This memorandum of understanding is to confirm the amendments to the CBA between UGSOA Local 58 and MVM, (singed August 31, 2005). Specifically, the Health and Welfare (Appendix A) to be effective October 1, 2006 will be: $3.01 (Three Dollars and one cent)

All other articles and sections remain without change.

FOR MVM, Inc.

Jose R. Morales, SPHR
Director, Human Resources

DATE: 8/3/06

FOR UGSOA, LOCAL 58

Elaine Bariana
President

DATE: 8/2/06

Robinson, Maxine (USMS)

From: Sharon Revis [RevisS@mvminc.com]
Sent: Thursday, August 03, 2006 1:23 PM
To: Eek, Lauris (USMS); Ortiz, Maria (USMS)
Cc: Robinson, Maxine (USMS); Carla Perez; Jose R. Morales
Subject: 3rd Circuit UGSOA Local 58 MOU H&W

Attached is the subject CBA Memo of Understanding Ref H&W for Local 58, UGSOA, Philadelphia. Please let me know if you need further.

Sharon W. Revis
Contract Administrator
MVM, Inc.
1593 Spring Hill Road, Suite 700
Vienna, VA 22182
reviss@mvminc.com
Tel. 703-245-9711
Fax. 703-790-3145

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