

AGREEMENT

between

MVM, Inc.

and the

COURT SECURITY OFFICERS ASSOCIATION,

**Court Security Officers/First Circuit Court of Appeals
(New England)**

1998-2002

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AGREEMENT



THIS AGREEMENT is made and entered into ^{on} the 11th day of September, 1998, by and between MVM, Inc., currently located at 8301 Greensboro Drive, Suite 300, McLean, Virginia, hereinafter referred to as the "Employer" or "Company," and the **COURT SECURITY OFFICERS ASSOCIATION**, which is based in Boston, Massachusetts, hereinafter referred to as the "Union."

ARTICLE I - Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular shared-time court security officers assigned to the federal courthouses within the states of Maine, Massachusetts, New, Hampshire and Rhode Island employed by the Employer pursuant to its contract(s) with the Federal Government ("Government") for the provision of security at said courthouses, but excluding all managers, site supervisors, office and/or clerical employees, temporary and substitute employees and all other employees of the Employer.

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

Section 3. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Marshals Service.

ARTICLE II - Management Rights

Section 1. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the courthouses and its operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to

assign duties to employees in accordance with the needs and requirements of the Government and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

ARTICLE III - Seniority

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as a court security officer within the states composing the United States First Circuit Court of Appeals, excluding Puerto Rico, for the Employer or a predecessor federal contractor. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall as provided for in this Agreement.

Section 2. Newly hired full-time employees shall be regarded as probationary employees for the first ninety (90) days of actual work. Newly hired part-time employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. The Employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) days of actual work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

Section 3. Separate seniority lists for each work location (i.e., city within Massachusetts, Rhode Island and Maine, and the District of New Hampshire) will be posted and maintained by the Employer and shall be made available to proper Union officials annually. An employee's standing on the posted seniority list will be final unless protested in writing to the applicable District Supervisor not later than thirty (30) calendar days after the list has been posted on the bulletin board.

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

Section 5. The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) the employee quits or retires;
- (b) the employee is discharged for just cause;
- (c) the employee is absent from work for three (3) consecutive working days without advising the Employer and giving reasons acceptable to the Employer for such absence, or is absent without good cause on three (3) non-consecutive work days within any forty-five (45) calendar day period;
- (d) the employee fails to return to work within three (3) working days after receipt of the Employers notice of recall by certified mail to the last known address of such employee as shown in the Employers records;
- (e) the employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employers operations;
- (f) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- (g) a settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer;
- (h) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
- (i) the employee has falsified or misrepresented information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- (j) the employee is convicted of a crime;
- (k) the employee commits a serious breach of security;
- (l) the employee is insubordinate;
- (m) the employee breaches the Employees or the Governments Code of Conduct and/or Performance Standards;
- (n) the employee's credentials as a Deputy U.S. Marshal are terminated by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.

Section 6. Any bargaining unit employee who is transferred to a non-bargaining unit position and is later returned to the bargaining unit, shall be credited with all seniority as if he/she never left the bargaining unit.

ARTICLE IV - Transfers, Layoff and Recall

Section 1. Whenever it is necessary to layoff employees at a given location, or in the event the Employees contract(s) for providing court security services through for the Marshals Service is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (a) Full-time employees
 - (i) probationary employees working at the location at which the reduction is to be made shall be laid-off first;
 - (ii) should it be necessary to further reduce the work force, the seniority employees at the affected location shall then be laid off in the inverse order of their seniority.
- (b) Regular part-time employees -
 - (i) probationary employees working at the location at which the reduction is to be made shall be laid off first;
 - (ii) should it be necessary to further reduce the work force of regular part-time employees at the affected location, they will be laid off in the inverse order of their seniority.

Section 2. Laid-off employees may not displace employees at other locations.

Section 3. Employees who have been laid-off, or transferred to another location covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another location in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

Section 4. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off. Laid-off employees declining recalls to their "home location" will be deemed to be voluntarily terminated. Laid-off employees are not eligible for any compensation (other than required unemployment compensation, if deemed eligible).

ARTICLE V - Job Opportunities

Section 1. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working

days (excluding Saturdays, Sundays and holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Any employee who wishes to apply for the open position shall do so in writing. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government.

Section 2. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

ARTICLE VI - Grievance Procedure

Section 1. For the purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday and holidays when used in this Article.

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.

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

- (a) **Step One** - Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the appropriate supervisor. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly, in writing or orally.
- (b) **Step Two** - If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the District Supervisor within ten (10) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance and the adjustment sought, if known. The employee, the Union representative and the employee's District Supervisor (or his/her designee) shall meet to discuss the grievance. The District Supervisor shall give a written decision to the grievant within five (5) working days after receipt of the grievance.

- (c) Step Three - If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Project/Contract Manager within ten (10) working days after the completion of Step Two. The Project/Contract Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Project/Contract Manager shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.
- (d) Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request therefore to the other party within ten (10) working days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Project/Circuit Manager.
 - (i) No individual grievant may move a grievance to Step Four.
 - (ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to a written request of the Government shall be processed to Step Four since the parties hereby agree that those matters are not arbitrable.
 - (iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) working days after the date of the receipt of the request for arbitration the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
 - (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.
 - (v) The arbitrator's fee and expenses, including the cost of any hearing room or transcript, shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.
 - (vi) The arbitrator shall have no power to: (a) add to subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including the

requirement of the Service Contract Act and implications of Wage Determinations; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the local Marshals, the contracting officer or other official of the Government.

- (vii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. The arbitrator may not award interest or punitive damages.

Section 4. The Union shall have the right to file a group grievance on grievances involving more than two (2) employees at Step 3 of the grievance procedure within ten (10) working days of the event giving rise to the grievance.

ARTICLE VII - Discipline

Section 1. After completion of the probationary period, no employee shall be dismissed or suspended without just cause unless the employee is removed from working under the Employers contract with the Government by the Government, or the employee's credentials are denied or terminated by the Marshals Service. Should a non-probationary employee wish to contest a dismissal or suspension solely made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within ten (10) working days of the dismissal or suspension (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3, as provided in Article VI of this Agreement.

Section 2. Among the actions which may, as deemed appropriate by the Employer, result in and establish cause for immediate dismissal shall include, but shall not be limited to: abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Marshal or the judges; conduct which impugns or disparages the Marshals Service or its agents, or the Employer or its agents, to the Government or to other third parties; inappropriate conduct directed at or involving court staff, Government employees, client representatives, witnesses, jurors, litigants or the general public, insubordination; violation of the Code of Conduct and/or the CSO Performance Standards, dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; immoral conduct; fighting; sleeping while on duty; destruction of property; or criminal misconduct.

ARTICLE VIII - Hours of Work and Overtime

Section 1. For the purposes 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. Full-time employees shall normally receive an unpaid lunch period of at least thirty (30) minutes. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

Section 2. An overtime rate of time and one-half (1/2) 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.

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

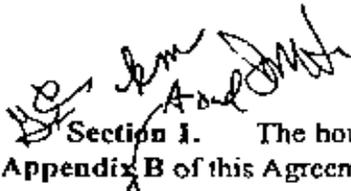
Section 4. If requested to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee is excused for good cause. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location, subject to the direction of the judges and/or the Marshals Service. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

Section 5. Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of court security services.

Section 6. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to punch in on the time clock when reporting, for duty, to punch out and in for lunch if the employee leaves the building, and to punch out at the end of the employee's shift.

Section 7. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each full-time 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.

ARTICLE IX - Wages


Section 1. The hourly rate of pay for each employee, by judicial district, is set forth in ~~Appendix A~~ **Appendix B** of this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE X - Holidays

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

Section 2. A full-time employee who is not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time rate, exclusive of any shift or overtime premium and in accordance with the guidelines of the Service Contract Act.

To the extent allowed under the Service Contract Act, the employee will on be paid holiday pay only if.

- (a) The employee works as scheduled or assigned, both on his/her last scheduled work day prior to and his/ her first scheduled work day after the day on which the holiday is observed; and
- (b) The employee is not laid off or on a leave of absence.

Section 3. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

Section 4. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 5. 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 prior week's hours of work, in accordance with the Service Contract Act.

Section 6. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40), in accordance with the Service Contract Act.

ARTICLE XI - Personal and Bereavement Days

Section 1. Effective October 1, 1998, each full-time seniority employee shall be eligible to earn one half (1/2) of a personal day per month up to a maximum of six (6) days per full Government contract year. The maximum accumulation for partial Government contract years shall be prorated (e.g., a contract year of six (6) months will result in a maximum accumulation for that period of 3.0 days). Personal days, which shall be taken in half day increments, shall be paid when taken by the employee. Unused personal days shall not be cumulative from year to year.

Section 2. Any employee who is unable to report to work because of sickness shall notify the Employer at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for personal leave benefits. Full-time employees may use earned personal days to cover such absences.

Section 3. Earned but unused personal days will be calculated at the end of each Government contract year and will be paid to such full-time employees upon the conclusion of the contract year at their current base hourly rate of pay.

Section 4. Part-time seniority employees shall earn a prorated number of personal days based on their total hours worked during a Government contract year as compared to 2080 hours, and will be paid those days upon the conclusion of that contract year at their current base hourly rate of pay.

Section 5. Full-time seniority employees shall also be entitled one (1) day of paid bereavement leave per full Government contract year (which begins on October 1) for purposes of attending the funeral of a parent, parent-in-law, spouse, child, sibling or sibling-in-law. Proof of funeral attendance may be required by the Employer. The employee must provide his/her supervisor with at least twenty-four (24) hours prior notice of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

ARTICLE XII - Vacations

Section 1. Effective October 1, 1998, eligible full-time employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of 1 year-of service - 80 hours
Upon completion of 3 years of service - 120 hours
Upon completion of 10 years of service - 160 hours

Section 2. Effective October 1, 1998, eligible part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year as compared to 2080 hours.

Section 3. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her District Supervisor in writing prior to April 1 st of each year of his or her first and second choice for desired vacation periods, if any. Vacations must be taken in one (1) day increments. The District Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of an employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to ensure orderly and efficient operation.

Section 4. Earned vacation pay shall be paid pursuant to one of the following options elected by the employee:

- (a) on the pay day following the employee's return to the job after his vacation;
- (b) at a regular pay day prior to the commencement of that employee's vacation period, if any, provided a written request for such vacation pay, is given by the employee to the District Supervisor at least twenty (20) working days prior to the commencement of such vacation or intended pay day; or
- (c) at a regular pay day after the employee's vacation period, provided the employee submits a written request for such a deferral at least twenty (20) days prior to the commencement of such vacation.

Section 5. Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e., anniversary date of employment), or upon the termination of employment, will be cashed out and paid to the employee.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid off unless so required by the United States Department of Labor.

ARTICLE XIII - Leaves of Absence

Section 1. Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to seniority employees.

Section 2. A seniority employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, or as otherwise required by the federal Family and Medical Leave Act, the "FMLA (if applicable to the employee), provided the employee's disability (or need for a leave under the FMLA) is made known to the Employer in accordance with the provisions of this Article, is supported by a doctor's certificate of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested periodically by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the Employee's return to work.

Section 3. An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

Section 4. A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - (i) the reasons for such leave;
 - (ii) the effective date of such leave; and
 - (iii) the estimated date of return to work.
- (b) The written request for a leave of absence shall be submitted to the employee's District Supervisor for final disposition.
- (c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.
- (d) Extensions of a leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.

Section 5. All leaves of absences shall be subject to the following general provisions:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this Agreement.
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such leaves shall be without payroll compensation or benefits unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

Section 6. Notwithstanding the above, employees in locations subject to the FMLA and who are eligible for leaves under that Act, shall be eligible for leaves in accordance with that Act. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer may require employees taking FMLA covered leaves to utilize paid

time off as a part of the leaves so taken. For purposes of the FMLA, eligibility shall be measured, in part, on the basis of the number of weeks of FMLA taken in the 12 month period preceding the first day of the leave.

ARTICLE XIV - Health and Welfare

10/1/98
Section 1. The effective date of this Agreement through September 30, 1998, the Employer will make health and welfare payments to employees for the first forty (40) hours paid during any work week at a rate of .90¢. Thereafter, the Employer will make health and welfare payments to employees for the first forty (40) hours paid during any work week in accordance with the following schedule, up to 2080 hour per year:

October 1, 1998	\$1.39 per hour
October 1, 1999	\$1.62 per hour
October 1, 2000	\$1.85 per hour
October 1, 2001	\$2.08 per hour

Section 2. In lieu of paying the above amounts, the Employer may, in its discretion, offer employees the opportunity to participate in an Employer sponsored health plan. The provision of such a plan and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by federal law.

Section 3. The Employer may offer employees the opportunity to participate in other fringe benefit programs generally made available to other court security officers employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including cafeteria plans, payroll deduction plans, retirement plans, insurance plans, etc.

ARTICLE XV - General Provisions

Section 1. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, age or national origin, provided, however, any claim under this section shall not be arbitrable.

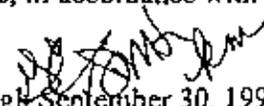
Section 2. The Employer will provide a bulletin board which may be used by the Union for posting notices of Union meetings, elections, appointments, recreational and social affairs.

Section 3. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

Section 4. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.

Section 5. The Employer shall pay for all physical examinations that are required by the Employer, and all required and approved travel expenses will be reimbursed as required by the Employees contract with the Government and the Employers policies as in effect from time to time.

Section 6. During the term of this Agreement, the Employer shall pay a uniform maintenance allowance to each employee, in accordance with the following schedule, per hour of actual work, up to 40 hours per week.


September 11, 1998 through September 30, 1998 - \$0.12 per hour
October 1, 1998 through September 30, 1999 - \$0.12 per hour
October 1, 1999 through September 30, 2000 - \$0.13 per hour
October 1, 2000 through September 30, 2001 - \$0.13 per hour
October 1, 2001 through September 30, 2002 - \$0.14 per hour

Section 7. Should the Union have any concern(s) with regard to changes to starting times, quitting times, schedules, shifts and work rules which have been implemented by the Employer, the Union may, once each contract year, convene a meeting with the Employer to review its concern(s) and to consider possible alternatives. Other conferences may be convened upon the mutual agreement of the parties.

ARTICLE XVI - Strikes

Section 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employees or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 2. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE XVII - Government Supremacy

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms, of this Agreement is subject the wishes of the Government. The Marshals may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Marshal 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.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse against the Employer. If the effect of such 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 means for dealing with the change.

Section 3. 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.

ARTICLE XVIII - Partial Invalidity

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX - Amendment

This Agreement may be amended in writing by mutual agreement of the Employer and the Union.

ARTICLE XX - Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI - Termination

Section 1. This Agreement shall be effective on September 11, 1998, and remain in full force and effect until 11:59 p.m. on September 30, 2002 (or any extension periods granted by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one full year before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.

Section 2. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Marshals Service that the Employer's current contract will be reprocedured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.

Section 3. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Project/Contract Manager.

Section 4. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employees relationship therewith to provide court security services for the federal courts within the states of Maine, Massachusetts, New Hampshire and Rhode Island. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

Section 5. This agreement shall take effect September 11, 1998, and it supersedes any and all prior agreements or understandings between the parties.

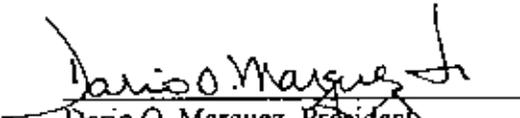
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year noted below.

**COURT SECURITY OFFICERS
ASSOCIATION**

MVM, INC.


George Cunningham, President

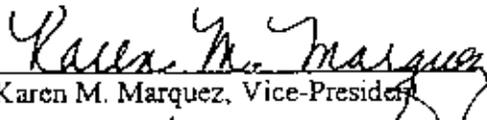
Date: 8-31-98.


Dario O. Marquez, President

Date: 9-11-98


Paul Donahue, Vice-President

Date: 8/31/98


Karen M. Marquez, Vice-President

Date: 9/11/98

Appendix A

For the contract years beginning October 1, 1998, the hourly wages of CSOs and LCSOs, exclusive of health and welfare and any or all other economic benefits, shall be paid in accordance with the following schedule:

Court Security Officers, all sites New England:

October 1, 1998 - September 30, 1999	\$17.65
October 1, 1999 - September 30, 2000	\$18.20
October 1, 2000 - September 30, 2001	\$18.75
October 1, 2001 - September 30, 2002	\$19.25

Lead Court Security Officers at sites with nine (9) or more authorized CSO personnel (for example, that would currently include the LCSOs at the USCH Portland, Boston, Worcester, Springfield, Concord and the USCH, 1 Exchange Terrace, Providence):

October 1, 1998 - September 30, 1999	\$19.15
October 1, 1999 - September 30, 2000	\$19.70
October 1, 2000 - September 30, 2001	\$20.25
October 1, 2001 - September 30, 2002	\$20.75

Lead Court Security Officers at sites with eight (8) or fewer authorized CSO personnel (that would include all remaining 1st Circuit LCSOs).

October 1, 1998 - September 30, 1999	\$18.65
October 1, 1999 - September 30, 2000	\$19.20
October 1, 2000 - September 30, 2001	\$19.75
October 1, 2001 - September 30, 2002	\$20.25

N.B.: If the number of authorized CSOs is increased or decreased by the Government, and such changes result in a LCSO falling into a different pay category, the LCSO hourly wage rate will be adjusted accordingly on October 1 of the next contract year.

APPENDIX B - Current Wages
Effective through September 30, 1998

Section 1. For the contract year beginning December 1, 1997, through September 30, 1998, the hourly wages to be paid to Court Security Officers shall be in accordance with the following schedule:

December 1, 1997 - September 30, 1998 \$17.15 per hour