

**AGREEMENT**

**Between**

**Local #129**

**International Union, United Government Security Officers of America**

**(UGSOA)**

**Local #129, UGSOA**

**Scranton, Pennsylvania**

**and**

**MVM, INC.**

**August 21, 2006 through August 31, 2009**

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This Agreement entered into this 21st day of August 2006, by and between MVM, INC. (herein the "Company" or the "Employer") and Local #129, 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., and Local #129, International Union, United Government Security Officers of America (UGSOA). The company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and part-time Federal Court Security Officers and employed by the Company on the 3rd Circuit in Scranton, Pennsylvania, excluding all other employees including Lead Federal Court Security Officers, office clerical employees and professional employees as defined in the National Labor Relations Act.
- C. This Agreement shall be binding upon both parties, their successors, and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.
- D. It is expressly understood that the Leads are Supervisors according the definition of Section 2 (11) of the Act. Therefore, Leads will perform the functions described in the USMS Contract and the directives of MVM management. During the first year of this agreement Leads may elect to withdraw as members of the bargaining unit. Leads that wish to remain as members of the bargaining unit will be grand-fathered as unit members for a period of three (3) years.
- E. New Leads will be selected at the sole discretion of the employer and they will not be members of the bargaining unit.
- F. All uses of a pronoun denoting gender shall include both male and female.

## 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 that 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 the 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 their representatives nor their members will be intimidated, coerced, or discriminated in any manner against any person in its employ by reason of his/her membership and activity 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.

These rights include:

1. Hire;
  2. Assign work;
  3. Promote, Demote, Layoff;
  4. Discharge, discipline or suspend for just cause;
  5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
  6. Determine the qualifications of an employee to perform work and select supervisory employees
- B. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.
- 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. 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 or declared 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 this 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, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive Orders pertaining to non-discrimination and to equal opportunity in employment.
- C. The provisions of this article will not operate to invalidate any 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-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or of the predecessor company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and 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. OVERALL/TOTAL SENIORITY- shall mean the total length of time (employee's hire date) the employee has been employed by the Company and predecessor companies on the same contract in the Middle District of Pennsylvania, under the USMS, Federal Court Security Officers Program. (Regardless of job classification). Overall seniority will govern lay-offs; the order in which vacations are taken, the amount of vacation time an employee receives, and other contractual benefits.
- B. UNIT SENIORITY-The purpose of unit seniority is to establish seniority in each job classification only, i.e.; full-time and share-time. Unit seniority has no impact or effects as it relates to overall seniority, and only applies when an employee changes his/her job classification.
- C. Full-time employees and share-time employees who have completed their probationary period with the Company and remain in their respective classification shall accumulate seniority in that classification. In the event a full-time employee becomes a share-time employee he/she will be placed on the bottom of the seniority list in the share-time classification. Likewise, when a share-time employee becomes a full-time employee he/she will be placed on the bottom of the seniority list in the full-time classification. Whenever an employee changes their classification they will go to the bottom of the seniority list in that classification.
- D. In the event of a layoff or recall from a layoff, overall seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least overall seniority shall be laid off first and recall will be in the inverse order of

layoff. It is understood that the probationary employee shall be laid off before employees with seniority. The employee's hire date, regardless of either full-time or share-time classification shall govern the order in which employees are laid off.

- E. 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 to duty.
  
- F. An employee's overall seniority shall be terminated upon the following events.
  - 1. Employee is discharged for just cause;
  - 2. Employee voluntarily quits;
  - 3. Employee has failed to express his/her intent to return to work, and/or does not return to work in accordance with requirements in this Article;
  - 4. 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;
  - 5. Employee transfers or leaves the bargaining unit for a period of thirty (30) days or more.(see section M.)
  
- H. The company shall prepare an up-to-date overall seniority list, which shall be posted on the Union bulletin board. The company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.
  
- I. It is understood, that senior employees in each classification shall have preference of assignments to shifts and shifts regular days off, days off, shift hours, work locations, temporary or permanent assignment, rehire after layoff, overtime and holiday work assignment. 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 those employee's in the same classification (full-time or share-time). This notice will include shift hours, days off and any other pertinent information. The notice will be posted for seven (7) working days, during which time interested employees will 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 the most senior employee of that classification that has applied for and requested to fill the position.
  - 2. If no employee of the classification requested or applied for the position or opening where the vacancy occurs, it shall now be "open" to those employees of the other classification (who meet all qualifications of the opening). The notice

and procedures to fill this position will be exactly as those described in the preceding paragraph.

- J. 3. 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 shall fill the job from outside the Bargaining Unit or company.
- K. Bumping rights Employees whose job position has been changed, altered or adjusted (relocating of shifts, changing hours of shifts, changing of days off, or eliminating of shifts) the position shall be posted and filled in accordance with Section II (posting of positions) of this Article. The employee who was affected by the change may either "bid" on the changed position or "bump" into a position of the same classification where Unit Seniority allows. Employees with less seniority in the same classification shall "bump" into other positions with least senior employee filling the last remaining position.
- L. An employee who accepts a management position with the Company, and returns within thirty (30) days retains their overall and unit seniority. If the employee returns to the Bargaining Unit after thirty (30) days, and if rehired within one year, they will retain their overall seniority with the Company but will return to the bottom of the unit seniority list within their job classification.
- G. Seniority for all purposes shall mean the total length of time the Bargaining Unit employee of Local 129 has been employed by the Company and by predecessor companies on the USMS 3<sup>rd</sup> Circuit Contract, under the United States Marshals, Federal Court Security Officers Program. Overall seniority will govern lay-offs; the order in which vacations are taken, the amount of vacation time an employee receives, and other contractual benefits.
- B. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
- C. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as a part-time employee. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them. If a layoff is required of a full-time position, the full-time employee may displace the least senior part-time employee if he or she is willing to accept a part-time position.
- D. In the event of a lay-off or recall from lay-off, seniority 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 order of lay-off. It is understood that probationary employees shall be laid off before employees with seniority.

- E. 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 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.
- G. An employee's seniority shall be terminated upon the occurrence of any of the following events:
1. Employee is discharged for just cause;
  2. Employee voluntarily quits;
  3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
  4. Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
  5. An employee transfers out of the bargaining unit for thirty (30) days or more, except as provided in this article.
- H. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had in the bargaining unit at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which this/her retained seniority entitles him/her.
- I. 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.
- J. It is understood senior employees in each classification shall have preference of assignments to shifts and shift's regular days off, rehire after layoff, overtime and holiday work assignment. When the Company determines that a job assignment for a Federal Court Security Officers is open, the Company will fill the opening in the following manner:
1. Post a notice of the opening to all full-time and part-time employees in the same classification, which includes shift, hours, days off and any other pertinent information. The notice will be posted for seven (7) working 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. If no full-time employee requested the position, it will be awarded to the most senior part-time employee. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:
    - a) Post a notice of the opening using the posting procedure outlined above to all full-time and part-time members of the bargaining unit, employed by MVM, Inc.

working on the same contract, working in a different classification, but meet all the qualifications for the opening. The notice and procedure for filling this job will be exactly as that described in the previous paragraph.

b) 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 for the opening, then the Company may fill the job from outside the bargaining unit.

3. Lead CSO positions will be posted the same as above and the employee will be selected based on the sole discretion of management.

K. Positions and shifts will only be available for posting if a vacancy occurs.

L. If any employee is displaced or loses their position due to required operational changes or reduction of available post, the employer will make every effort to place the affected employee in a similar position if one is available. However, if the operational change will result in a layoff, a more senior employee may displace the least senior employee in the classification on the same shift he or she was working.

#### 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 discharged 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. It is understood that days is interpreted to be business days.
- C. All grievances shall be presented and processed in accordance with the following procedures:
1. **Informal Step-** 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. It 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 three (3) 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 One -** If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager 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 or steward.
  3. **Step Two -** 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 Contract 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:**
- B. **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) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of arbitrators. An arbitrator will be selected from the list supplied by the AAA or FMCS, 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 non-compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs.
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 cost, shall be borne by the party requesting such services.
4. **Time Limits-** The decision of the arbitrator shall be rendered soon as possible after the dispute has been submitted to him/her.
5. No individual employee may move a grievance to arbitration.

#### ARTICLE #11

#### DISCIPLINARY ACTION

- A. Disciplinary action may consist of a verbal warning, a written warning, and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they may have a Union representative present. Both the employee and 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, those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent. This does not include pay for any representative requested by the employee.

## ARTICLE#12

### HOURS WORKED AND OVERTIME

- A. A regular workday is defined as a continuous eight (8) hours for both full-time and share-time employees.
- B. Overtime pay is calculated at one and one-half (1 and 1/2) times the employees regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave and holidays, do not count as hours worked for over-time purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes.
- C. Employer shall endeavor to provide two (2) days off in a row for time off.
- D. Share-time employees will be required to perform work in accordance with the USMS Contract. The employer will endeavor not to call share-time employees for work on their scheduled days off, but if called, the share-time employee will be required to work. Failure to report to work or frequent inaccessibility may lead to disciplinary action.
- E. 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 and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime.
  - 3. Mandatory Overtime occurs when the Bargaining Unit Employee with the least seniority is required to meet the overtime requirement. This includes involuntary call-in that results in overtime.
  - 4. Reasonable access to overtime records will be made available to the Union upon request.
- E. Work Day Trades
  - 1. Employees may 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

<b>ATTACHMENT</b>	<b>TITLE</b>
<b>3</b>	<b>REPORT FORMS</b>
<b>3(A)</b>	CSO Form 002, Court Facility Monthly Statistical Summary Report
<b>3(B)</b>	CSO Form 003, Court Facility Incident Report
<b>3(C)</b>	CSO Form 010, Court Security Officer (CSO) Travel Authorization
<b>3(D)</b>	CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement
<b>3(G)</b>	<i>Approved Subcontracting Plan (to be incorporated at time of award)</i>
<b>3(I)</b>	SF 1034, Public Voucher For Purchases and Services Other Than Personal
<b>3(J)</b>	Court Security Officer Monthly Activity Report

<b>ATTACHMENT</b>	<b>TITLE</b>
<b>4</b>	<b>POLICIES AND DIRECTIVES</b>
<b>4(A)</b>	Department of Justice (DOJ) Deadly Force Policy
<b>4(B)</b>	USMS Directive 2.54-1, Less-Than-Lethal Devices

would not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade were not made. All trades must be approved in advance by the Site Supervisor or his or her designee.

(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).

2. The Site Supervisor and no other supervisor can approve the trade. If the Site Supervisor 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.

### 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 fourteen (14) days following the close of the period.
- B. In the event employees report to work for their scheduled shift without having been notified not to report, and work is not available, the employees shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. The same payment would be applicable if the employee is notified to report to work and work is not available.
- C. In the event of an undisputed error on the part of the Company as to an employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. If the error was caused by the Company and it is greater than one hundred (\$100.00) dollars, a separate check will be prepared and mailed to the employee as soon as possible.
- D. A payment toward pension is paid for each hour worked. This amount, described in Exhibit A, will be paid into the MVM 401k plan.

### 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.

B. 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.

C. **FMLA Leave.** The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50mile radius. During any FMLA Leave all accrued paid time off will be used concurrently as permitted by law.

D. 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.

E. **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.

F. **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:

I. 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 meetings;
  5. Union updates of negotiations.
- B. The bulletin board may be placed at the work location only if permitted by the Government. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising, or political matters during work hours.
- C. Employer has no say in the use of bulletin board, except as required by the Court or US Marshals Service. 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. Funeral Leave: 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 (maximum 24 hours) paid leave of absence at his/her straight-time rate of pay per occurrence. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled up to five (5) days (maximum 40 hours) paid leave of absence at the employee's straight-time rate of pay. For the purpose of bereavement, a day is considered to be eight (8) hours.
- 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, grandchildren, and step-parents.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

#### ARTICLE #17

##### TEMPORARY ASSIGNMENTS

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 Article 8-I, 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 work a 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. In the absence of volunteers, assignments shall be made on a reverse seniority 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. 'Temporary assignments' shall be assignments no longer than a thirty (30) day period.

## 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	Thanksgiving Day
Independence Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Memorial Day
Columbus Day	President's Day
Christmas Day	Labor Day
Good Friday	Employee Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. When employees are required to work on holidays, all openings, regardless of shift will be scheduled by asking for volunteers and filling by the most senior. If there are not enough volunteers to fill the required positions, the balance required will be filled by the least senior employees who are qualified to perform the job. If the Company and Union can agree to another system for holiday worked requirements then that will be used in place of the above.

The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.

- D. Employees assigned to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- E. 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.
- F. The employees Birthday is to be considered and used as a Personal day any time through the calendar year. 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.

- G. Share-time employees will receive holiday pay prorated based on previous three (3) months hours worked per week, with a minimum of at least four (4) hours pay for any holiday.
- H. 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.

## 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 rates 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 years (10) and one (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (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 years (15) 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, part-time employees have been continuously employed for one (1) year 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 rates of pay.
- F. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's 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 right is

exclusively reserved for the Employer in order to ensure the orderly operation of the Client facilities.

- I. If an employee has not reached the one (1) Year and one (1) Day rule, no vacation pay will be prorated.
- J. The Company will post each January a time-off schedule for vacation for the current year. This posting will normally be for ten (10) days during the last two weeks of the month of January. Vacations will be awarded based on seniority from those that have indicated their preference in writing. The results of this posting will be announced for all employees after the Company has completed the schedule. After February 1, all other vacation requests will be handled and approved by the site supervisor or his/her designee as requested based on a first come first serve and seniority if the request is made on the same day. In addition, an employee approved for vacation may not be displaced by a more senior employee.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Employee may take sick/personal leave in the time increments contained in the table provided below.

Personal/Sick Leave Eligibility Table		
START  (Date Employee begins working on the contract, based on an October 1 contract start date.)	Rate of Personal/Sick Leave Eligible to Use	
	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 1-20	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

- B. Personal/Sick 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.
- C. 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 worked more than half the full-time hours (1,040 hours) will receive additional prorated Personal/Sick Leave based upon the number of actual hours Employee worked during that contract year.
- D. 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.
- E. Upon termination of employment, Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns three (3) days Personal/Sick Leave, but only uses two (2) day, would be eligible upon termination to be paid for the third, unused Personal/Sick day.) if the Employee has used more Personal/Sick days upon termination than she/he earned based upon time worked on the contract (6 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns 24 hours Personal/Sick Leave, but actually uses 36 hours Personal Leave, the extra 12 hours pay will be deducted from employee's final paycheck.)
- F. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance. Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.
- G. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

#### ARTICLE #21

#### JURY SERVICE

- A. If an employee is called for jury duty, upon written notice that the 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. Jury duty pay will be prorated for all share-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.

- C. Employees must inform the 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 one (1) chief steward and one (1) steward for each 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 or 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 or 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 the Union of current and new Union officials.
- D. Neither Union officials nor Union members shall, during working time, excluding lunch and break times, receive phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

## 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. The employee will be responsible for all follow-up examinations. 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.

#### 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, providing the name, address, job classification, and hire date of such employee on a monthly basis.

- C. The Employer shall not be a party to any enforcement of the provisions of this Article nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.
- D. Notwithstanding the above, all members who are not members of the Union shall pay the Union a Service Fee. This Service Fee shall be an 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 30<sup>th</sup> 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' paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- E. 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 Service Fee required above, 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, by newspaper and through Employer and Union bulletin boards of 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 or to this Agreement.

#### ARTICLE #26

#### RE-NEGOTIATION

It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits will be re-negotiated.

#### ARTICLE #27

#### GENERAL PROVISION

- A. Rest Periods. 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 requirement 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. 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.

- C. Upon request of the Union, the Employer may make a Health Plan available for all members of the Bargaining Unit, however the plan will only be provided if participation is accepted at one hundred (100%) percent of the members. Bargaining unit members that can show proof of participation in another group plan will not be counted for the purpose of establishing the one hundred (100%) percent participation. Dependent coverage will be a voluntary option. If the cost of the employee health plan exceeds the Health and Welfare payment, the employer may adjust or modify the Health Plan to align the cost.
- D. 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. 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.

#### ARTICLE #28

#### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

- A. The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. Any determination by the Government to supersede the above understanding of the parties must be in written form and in compliance with the Employer's Contract with the Government.
- B. 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, Employer will comply with those requirements without recourse by the employee or the union against the Employer.
- C. Any compensation or expenses required by the Government to be borne by the Employer shall be 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 actions.
- D. The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the judicial and government facilities. In the event a government directive necessitates a deviation from the obligation or procedures contained in this Agreement, the parties will confer with regard to the effects, if

any, of the deviation necessitated by the Government directive with the goal of resolving the deviation.

ARTICLE #29

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from August 21, 2006 through August 31, 2009, subject to the following, and shall continue from year to year thereafter, unless both parties desire to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to August 31, 2009.

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

FOR:

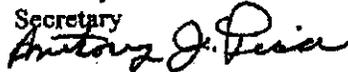
LOCAL # 129  
INTERNATIONAL UNION, UNITED  
GOVERNMENT SECURITY OFFICERS  
OF AMERICA (UGSOA)

MVM, INC.

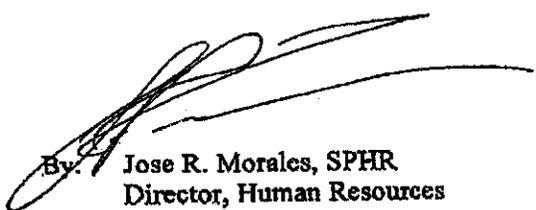
By: Ronald Reagan  
President



Anthony Pica  
Secretary



Date: Aug-23, 06



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

Date: 8/24/06

Appendix A

Economic Provision for  
UGSOA LOCAL 129

Listed below are the wages and benefits for each year of this Agreement:  
Effective Fiscal Year Beginning October 1:

	Current	Oct 1, 2006	Oct 1, 2007	Oct 1, 2008
<b>Base Wages</b>				
Sr. LCSO	\$24.94	\$25.94	\$26.72	\$27.52
LCSO	\$23.94	\$24.94	\$25.72	\$26.52
CSO	\$22.19	\$23.19	\$23.97	\$24.77
Uniform Allowance	\$0.19	\$0.19	\$0.19	\$0.19
Health & Welfare	\$2.65	\$3.01	3.15	\$3.30
Holiday (Hours)	96	96	96	96
Sick Personal (Hours)	72	72	72	72
Bereavement In State (Hours)	24	24	24	24
Bereavement Out of State (Hours)	40	40	40	40
Pension	\$0.48	\$0.48	\$0.48	\$0.48

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:

1800 to 0600 - 5.0% 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 benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) The Employer shall continue the practice of paying the health and welfare funds to the Employee; however funds may be paid in to the MVM 401k Plan or Health Plan if a plan is made available by the employer. Bargaining unit members may participate in the Health Plan only if the Local accepts one hundred (100%) percent participation without an opt out option. If the Health Plan option is accepted by the Union, employees may opt out only if they can show proof of participation in another group health plan.
- b) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty (40) hours per week or 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. In lieu of shoes the employer will provide a fifty five (\$55.00) dollar shoe allowance annually.

5. **Pension**

Pension is paid for each hour worked; it will be paid into the MVM 401k Plan only.