

COLLECTIVE BARGAINING AGREEMENT

Between

MVM, Inc.

and the

Security Officers, Police, & Guards Union (SOPGU)

Local 1536

NEWARK, TRENTON, CAMDEN, NEW JERSEY

October 1, 2002, through September 30, 2005

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PREAMBLE

THIS AGREEMENT is made and entered into this 31st day of July, 2002, by and between MVM, INC., currently located at 8301 Greensboro Drive, Suite 300, McLean, Virginia, hereinafter referred to as the "Employer" or "Company," and Security Officers, Police, & Guards Union (SOPGU) Local 1536, hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect upon ratification. All economic provisions of this contract shall be in effect as of October 1, 2002, including but not limited to compensation and fringe benefits.

ARTICLE I - Recognition

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act ("NLRA"). The "Bargaining Unit" or "Unit" is defined as full-time and part-time federal Court Security Officers, Lead Court Security Officers ("LCSOs") and Assistant Lead Court Security Officers ("ALCSOs") employed by the Company in the 3rd Judicial Circuit in the State of New Jersey, excluding all other employees including office clerical employees and professional and supervisory employees as defined in the NLRA.

Section 2. The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the union to represent the Employees in collective bargaining negotiations.

ARTICLE II - Definitions

"Client" shall mean the United States Marshals Service.

"Contract Manager" shall mean the individual designated by MVM from time to time as its contract manager.

"Employee" shall mean MVM, Inc., employees within the Bargaining Unit defined in Article I of this Agreement.

"Full time Employees" shall mean those Employees who work forty (40) hours per week.

"Government" shall mean the United States Government, including all of its respective agencies and departments.

"Part time Employees" shall mean those Employees who work less than forty (40) hours per week.

"Prime Contract" shall mean the contract between the Client and the Employer to provide security services in the 3rd Judicial Circuit.

"Supervisor" or the "Employee's Supervisor" shall mean the individual next higher than the Employee in the chain of command who is not a member of the Bargaining Unit. For purposes of this Agreement, LCSOs are not Supervisors whether or not the LCSOs are within the bargaining unit.

ARTICLE III - Management Rights

Section 1. Management of the business and direction of the security force are exclusively the right of management. These rights include the right to: Hire; Assign Work; Promote and Demote; Discharge, Discipline, or Suspend for Just Cause; Require employees to observe Employer rules and regulations, and determine when overtime shall be worked; and Determine the qualifications of an employee to perform work.

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

ARTICLE IV - Equal Opportunity/Non-Discrimination

Section 1. In connection with the performance of work under this Agreement, the Employer 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.

Section 2. The Parties agree to comply with all applicable Federal and State laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The Employer and the Union agree to post in a conspicuous place, available to employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

Section 3. The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

ARTICLE V - Probationary Period

Newly hired full-time employees shall be regarded as Probationary Employees for the first ninety (90) calendar days after the employee's first day on the job with the Employer and any predecessor employer ("Probationary Period"). Newly hired part-time employees shall be regarded as Probationary Employees for the first one hundred and twenty (120) days of actual assigned work. During their Probationary Period, Probationary Employees shall not have seniority. The Employer shall have the sole right to discipline, lay off, suspend or terminate Probationary Employees without limitation by the provisions of this Agreement and without recourse to the grievance procedure contained herein. The Employer, upon written notification to the Union, can extend any Probationary Period up to an additional thirty (30) calendar days. 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.

ARTICLE VI - Seniority

Section 1. Seniority shall mean the total length of time the employee has been employed by the Employer and any predecessor companies, by evidence of receiving payment of wages, at the Employer's worksite. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift building, vacation schedules, extra work, transfers, and other matters as provided for on this Agreement.

Section 2. Part-time employees will have seniority only among other part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees on the date they became a full-time employee, or when they complete the Probationary Period, whichever later occurs.

Section 3. Full-time employees, after completing the Probationary Period, who thereafter become part-time employees, will retain their full-time seniority. However, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list commensurate with their previously accrued full-time seniority.

Section 4. Seniority lists for each work location 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 Contract

Manager not later than thirty (30) calendar days after the list has been posted on the bulletin board.

Section 5. Employees shall notify the Employer in writing of their proper mailing 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 6. The seniority of an employee shall be terminated for any of the following reasons:

- (a) the employee resigns or retires;
- (b) the employee is discharged for just cause;
- (c) the Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
- (d) the Employee fails to comply with the deadlines stated in Article VII when recalled;
- (e) 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;
- (f) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
- (g) the U.S. Government revokes the Employee's credentials as a CSO; or
- (h) the Employee is permanently transferred out of the bargaining unit.

Section 7. Any bargaining unit employee who is transferred in good standing to a non-bargaining unit position shall retain the seniority the employee had at the date of the transfer, but shall not accumulate additional seniority while in his/her new capacity. If the Employee later returns to the bargaining unit in good standing, the Employee will return to a position on the seniority list to which his/her retained in accordance with his/her retained seniority.

ARTICLE VII - Transfers, Layoff, and Recall

Section 1. Whenever it is necessary to layoff Employees, or in the event the Prime Contract is terminated or 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, employees at the location shall then be laid off in the inverse order of their seniority.

(b) **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.

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

Section 2. Employees who have been laid-off by reason of a reduction in the work force will be recalled by recalling the last laid off Employee first, and so on. 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 3. 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 the location from where they were laid off will be deemed to be voluntarily terminated. Laid-off employees are not eligible for any compensation (other than required unemployment compensation, if deemed eligible).

Section 4. Upon receipt of notification of recall, the Employee shall inform the Employer of his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Employer of recall. The Employee will then have a maximum of five (5) calendar days to report for duty. An Employee who fails to meet either of these deadlines may be terminated at the sole discretion of the Employer.

Section 5. It is the responsibility of the laid-off Employee to keep the Employer advised by Certified Mail of any changes in his/her mailing address.

Section 6. Any Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her Union seniority. If he returns to the bargaining unit at a later date, his seniority will start on that return date.

ARTICLE VIII - Job Opportunities

Section 1. Filling Vacancies

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). All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for

the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

Section 2. Shared Position Employees

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

Section 3. Temporary Assignments

A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement.

Section 4. Appointment Of Lead CSOs

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

ARTICLE IX - Grievance Procedure

Section 1. *Definition: A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, the Employees' hours, or the working conditions of the Employees covered by this Agreement. Nothing herein in this Agreement is to be contrary to any Federal or State Laws. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder. Further, this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the Client. Any temporary or permanent removal of an Employee by determination of the Government shall not become permanent without required notice to Employee and the opportunity for Employee to respond to*

the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that it may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact. The "final decision" on the Employee's removal shall be determined by the Government.

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 grievance, or an employee designated by a group of employees having a grievance (the "Grievant"), must discuss the grievance on an informal basis with his/her Supervisor within five (5) working days of the incident being grieved, to start the Informal Procedure. The Grievant may be accompanied by a Union representative if the Grievant so desires. The supervisor shall answer the grievance promptly, in writing or orally. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step Two. Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.
- (b) Step Two - If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Contract Manager within ten (10) working days from the date of the event giving rise to the grievance. The written grievance shall be in the format of Attachment A hereto, shall be signed by the Grievant, and shall set forth sufficient detail to enable the Employer to determine the nature of the grievance, the specific provision of this Agreement alleged to have been violated, the circumstances surrounding the grievance, and the adjustment or relief sought. The Grievant, a Union representative, and the Contract Manager shall meet to discuss the grievance. The Contract Manager shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.

- (c) **Step Three** - If the grievance is not resolved at Step Two, the Grievant must refer the grievance to the Union and to the Employer's Director of Human Resources (the "Representative") within five (5) working days after the completion of Step Two. The Representative may, but is not required to, meet with the Grievant and a Union representative to discuss the grievance. The Representative shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.
- (d) **Step Four** - Only grievances involving the interpretation of an express provision contained in this Agreement may be submitted to arbitration, subject to the exceptions contained in this Agreement. Further, 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 an oral or written request of the Government are subject to this Step Four since the parties hereby agree that those matters are not arbitrable. Except as limited above, any grievance not resolved at Step Three may be submitted to arbitration by the Employer or the Union using the following procedure. No individual grievant may move a grievance to Step Four.
- (i) The Employer or Union shall submit a written request for arbitration 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 Representative.
 - (ii) 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.
 - (iii) Upon the Employer's request, the arbitrator shall conduct a prehearing not less than sixty (60) calendar days before any scheduled arbitration hearing, the sole and exclusive purpose of which shall be to determine whether the grievance is arbitrable under this Agreement.
 - (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) All costs of the arbitration shall be borne by the nonprevailing party, including without limitation, the arbitrator's fee and expenses (including the cost of any hearing room or transcript), all expenses and compensation of for any witness of either Party, and all reasonable legal fees incurred by the Parties. Any settlement of a grievance before judgment shall explicitly address the sharing or bearing of costs, expenses, and legal fees.

- (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 the Employer'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 requirements of the Service Contract Act and implications of Wage Determinations; or (e) consider any matter or substitute his/her judgment for that of the Client's regarding a written or oral determination or request of the Client, 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 Grievant or Grievants 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, pension or any other retirement benefit, 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 under any circumstances.

Section 4. The Union shall have the right to file a group grievance for 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.

Section 5. The term "days" shall not include Saturday, Sunday, and holidays when used in this article.

Section 6. The Union shall have the right to file a group grievance (class action) or grievances on behalf of more than one (1) employee at Step One of the Grievance Procedure.

ARTICLE X - 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 Employer's contract with the Government based upon an oral or written request by the Government, or the employee's credentials are denied or terminated by the Client. Should a non-probationary employee wish to contest a dismissal or suspension made solely 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 IX of this Agreement.

The Company's contract with the Client sets out performance standards for the CSOs in Section C, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the

US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any express non-disciplinary directive issued by the Government.

Section 2. Disciplinary action may consist of one or more of the following, in the Employer's sole discretion: verbal warning or counseling, a written warning, probation, suspension, loss of seniority, demotion, and termination. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.

Section 3. Any time an employee is to be interviewed and disciplinary action may be taken, the Employee shall have the option to have a Union representative present and shall be so advised by the Employer's representative. Both the Employee and the Union representative shall be entitled to know the subject of the interview session, and shall be entitled to consult prior to the session.

Section 4. Actions that, as deemed appropriate by the Employer, establish just cause for and may result in immediate dismissal of an employee, include, but shall not be limited to:

- (a) abuse of authority;
- (b) neglect of duties;
- (c) breach of the chain of command, (except to the extent reasonably necessary to comply with the orders or accommodating the needs of the INS/Federal Court);
- (d) conduct which impugns or disparages the INS/ Federal Court or its agents, or the Employer or its agents, to the Government or to other third parties;
- (e) inappropriate conduct directed at or involving Federal Court staff, Government employees, client representatives, or the general public,
- (f) insubordination;
- (g) violation of the Client's or the Employer's code of conduct and/or performance standards, as determined by the Employer or the Government;
- (h) dishonesty,
- (i) misappropriation of funds,
- (j) theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
- (k) immoral conduct;
- (l) fighting;
- (m) sleeping while on duty;

- (n) destruction of property;
- (o) criminal misconduct or conviction of a crime;
- (p) falsifying or misrepresenting information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- (q) committing a serious breach of security, as determined in the sole discretion of the Employer;
- (r) termination, suspension, or withdrawal of the employee's credentials as a Detention Officer or Dispatcher by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- (s) Failure to obtain a Security Clearance that is required by the Client.
- (t) the employee is absent from work for two (2) consecutive scheduled days without advising the Employer and giving reasons acceptable to the Employer for such absence, or is absent without good cause – as determined by the Employer – on three (3) non-consecutive work days within any forty-five (45) calendar day period;
- (u) the employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
- (v) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave.

ARTICLE XI - Hours of Work and Overtime

Section 1. For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. 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. When feasible, a list of volunteers for overtime shall be compiled by seniority for positions to be filled.

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. The Company will comply with all State and Federal Laws concerning overtime.

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. 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 the Prime Contract.

Section 6. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use a time clock or other electronic or telephonic time recording methodology when reporting for duty, leaving and returning from lunch, and completing the employee's shift.

Section 7. Overtime will be offered based upon Seniority. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

Section 8. There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving his post. One rest period shall be in the first half of the shift. On occasion due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest period, and if so, they will be compensated at the appropriate rate if pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks.

ARTICLE XII - Wages

Section 1. The hourly rates of pay for each Employee classification is set forth in Attachment B of this Agreement, which is attached hereto and incorporated herein by reference.

Section 2. In the event that an Employee reports to work for his/her shift without being notified not to report, and work is not available, or a weather-related closure has been declared by the Contracting Officer, the Employee shall be paid for four (4) hours Reporting Pay at the Employee's regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's obligation to pay such Reporting Pay.

ARTICLE XIII - Holidays

Section 1. Whenever the term "Holiday" is used in this Article 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, Christmas Day, and the Employee's birthday. These twelve (12) holidays shall be paid as described below, regardless of the day of the week on which they fall.

Section 2. A full-time employee who is not required to work on a Holiday shall be paid eight (8) hours of "Holiday Pay," calculated by multiplying eight 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.

Section 3. An employee who works on a Holiday will be paid for all hours he/she works, as provided in Section 4. The employee shall also receive eight (8) hours of Holiday Pay if the employee is not laid off or on a leave of absence.

Section 4. Any full-time employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and shall also receive eight (8) hours of Holiday Pay providing the employee meets the requirements of Section 3, above.

Section 5. Any part-time employee who works as scheduled on a Holiday shall receive the Employee's appropriate rate of pay for all hours worked on the Holiday plus prorated Holiday Pay based on the prior week's hours of work.

Section 6. Holiday pay for 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).

Section 7. Employees assigned to work Christmas and Thanksgiving will receive time and one-half (1½) plus Holiday Pay calculated under Section 4 or 5 above, as applicable.

Section 8. An employee shall not receive Holiday Pay for a Holiday if the Employee is scheduled to work on a Holiday and fails to report for such work.

ARTICLE XIV – Sick/Personal Leave

Section 1. Each full-time Employee shall be entitled to nine (9) Sick/Personal Leave days per year. These hours will be considered worked hours.

Section 2. Part-time employees shall receive four and one-half (4-1/2) Sick/Personal Leave days per year; any hours after 1,040 will be prorated. These hours will be considered worked hours.

Section 3. New employees may not use Sick/Personal Leave during the Probationary Period, and shall not be entitled to any cash out if terminated during the Probationary Period.

Section 4. An Employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid Sick/Personal Leave, or as early as reasonable in order to promote proper notification. Employees may use accrued Sick/Personal Leave to cover such absences. Sick/Personal Leave will be payable for full days of absence due to illness commencing on the first day of such absence. The Employer may require written proof of the Employee's disability or require a written statement from a medical care provider if the Employee's absence exceeds three (3) consecutive days.

Section 5. Personal Days may be used by the Employee in one-half day increments by giving their Supervisor seven (7) days written notice and receiving prior approval from the Supervisor, or in cases of personal emergencies (which may require that verification of the emergency be provided to the Supervisor). This approval shall not be unreasonably withheld if the Employer believes it has adequate reserve staffing to meet its contract staffing requirements. Personal Days may not be used instead of, or as an extension to, a scheduled Vacation.

Section 6. Sick/Personal Leave will not be paid for more than eight (8) hours at the Employee's regular straight-time rate of pay, excluding any shift differentials, for each day that the employee is eligible to receive Sick/Personal pay. Sick/personal pay will not be considered as time worked for the purposes of computing overtime.

Section 7. Sick/Personal Leave shall not accrue from year to year. Employer will cash out any unused Sick/Personal Leave at the end of each contract year. Payment shall be made no later than thirty (30) days after the end of each contract year.

ARTICLE XV - Bereavement Leave

Section 1. "Immediate Family" means an Employee's father, mother, spouse, sister, brother, child (including a legally adopted child or stepchild), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

Section 2. In the event of a death in a full-time Employee's Immediate Family, the Employee may receive up to five(5) days paid Bereavement Leave per year at the Employee's straight-time rate of pay, excluding any shift differentials, as reasonably necessary to make funeral arrangements, attend the funeral, and attend to family matters.

Section 3. 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. The Employer may require proof of the death for which an Employee requests a paid leave.

Section 4. Employees are eligible for this benefit only to the extent that regularly scheduled hours of work are missed for this purpose.

ARTICLE XVI - Vacations

Section 1. Each full-time employee shall accrue Vacation time in accordance with the following schedule:

Upon completion of each of the 1st through 4th year of service - 80 hours

Upon completion of each of the 5th through 9th year of service - 120 hours

Upon completion of each of the 10th through 14th year of service -- 160 hours

Upon completion of each of the 15th and thereafter year of service - 200 hours

Vacation time is not accrued in a prorated manner. That is, an Employee who has not completed a specific year of service has not accrued any vacation time for the current year of service.

Section 2. Part-time employees shall accrue Vacation time at the same time and in the same manner as full-time employees, except that accrued time will be prorated based on the Employee's total hours worked during the previous year as compared to 2,080 hours.

Section 3. Vacation requests shall be submitted to the Employee's supervisor at least twenty-one (21) days in advance of the requested vacation start date. Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of Vacation time may take their vacation in segments of less than one (1) week each. Vacations must be taken in one (1) day increments. The 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. Vacation pay shall be paid at the Employee's straight-time rate of pay, excluding any shift differentials. Vacation time will not be considered as time worked for the purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.

Section 5. Vacation time shall not be cumulative from one year to the next. Any accrued but unused Vacation time remaining at the end of a year of service will be cashed out and paid to the Employee with the Employee's next regularly scheduled paycheck after the end of the year. Any accrued but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of employee's employment..

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 otherwise required by the United States Department of Labor.

ARTICLE XVII - Jury Duty

Section 1. Full-time employees with one (1) or more years continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury duty. Said reimbursement shall be offset by any jury fees received by the Employee.

Section 2. To be eligible for this benefit, an Employee must inform his/her Supervisor immediately upon receiving a notice to report for jury duty. The Employer reserves the right to request an exemption when the Employer determines that the Employee's absence would create a hardship.

ARTICLE XVIII - Leaves of Absence

Section 1. This Article shall apply to unpaid Personal Leaves of Absence not to exceed thirty (30) calendar days. Such leaves may be granted at the sole discretion of the Employer without

loss of seniority. This Article shall not apply to leaves of absence taken pursuant to the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Such leaves of absence shall be governed by the terms of FMLA, USERRA, or state statute, as applicable. The Employer will make every reasonable effort to maintain an Employee's position while on a nonstatutory unpaid leave of absence. It is acknowledged by the Union that under the Company's USMS Contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

Section 2. A Personal Leave of Absence shall be processed in the following manner:

- (a) Any request for a Personal 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 Personal Leave of Absence shall be submitted to the employee's 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 Personal 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 3. All Personal Leaves of Absences shall be subject to the following general provisions:

- (a) Seniority shall accumulate during the period of any approved Personal Leave of Absence subject to the provisions of Article VI of this Agreement.
- (b) Any employee who receives a Personal Leave of Absence 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, based on the number of weeks of FMLA taken in the 12 month period preceding the first day of the leave.

If the Employee files for medical leave on false pretext or works for another employer without preauthorization from the company, the Employee will be removed from the CSO program and from employment with Employer.

ARTICLE XIX - Health and Welfare

Section 1. The Employer will make health and welfare payments to employees at the rate set forth in Attachment B to this Agreement, which is attached hereto and incorporated herein by reference. To be eligible for Health & Welfare, an employee must be a regular employee and work a minimum average of twenty (20) hours per week.

Section 2. The Employer may offer employees the opportunity to participate in other fringe benefit programs generally made available to other employees employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including without limitation cafeteria plans, payroll deduction plans, retirement plans, and insurance plans.

ARTICLE XX - Pension

During the term of this Agreement, the Employer shall make a pension contribution on behalf of each Employee at the rate set forth in Attachment B to this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE XXI - Uniform Allowance

During the term of this Agreement, the Employer shall pay a uniform maintenance allowance to each employee at the rate set forth in Attachment B to this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE XXII - General Provisions

Section 1. The Employer agrees to provide an appropriate bulletin board exclusively for the use of the Union for the posting of noncontroversial notices, such as notices of Union recreational and social affairs, notices of Union appointments, and notices of Union meetings. However, the Employer has the right to deem any particular posting to be inappropriate, and therefore preclude such posting.

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

Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business.

Section 3. 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.

ARTICLE XXIII – Stewards

Section 1. “Union Business,” as used in this Article, shall mean bona fide responsibilities of Stewards conducted on behalf of Employees in the Bargaining Unit.

Section 2. The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties.

Section 3. A Steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union Business. Such permission must be requested seven (7) calendar days in advance for scheduled events.

Section 4. A steward who leaves his or her work station to conduct any 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. Stewards shall not be compensated by the Employer for such time spent on Union Business. The Union shall give the Employer not less than forty-eight hours prior notice before appointing or removing a steward.

ARTICLE XXIV – Physical Examinations

The employer may require, as a condition of initial and continued employment, that applicants and Employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or 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. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any physical examinations required by Employer. Other than random field examinations, the Employee has the right to choose the physician who will perform the physical examination.

Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

Employer shall provide information about its Drug and Alcohol Program to all Employees and to the Union. If Employer does not have such a program, then the Union and Employer shall jointly

establish one within ninety (90) days after signing this Agreement.

ARTICLE XXV – Strikes, Lockouts, and Walkouts

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 Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.

Section 2. Upon hearing of any 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, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Article IX of this Agreement.

Section 3. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment, established by the Union or established by any other labor organization or group, shall constitute a violation of Section 1 of this Article.

Section 4. Any Employee who violates the proscriptions of this Article 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 XXVI - Union Security and Membership

Section 1. 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 (30th) day following the effective date of this Agreement, or within ten (10) days following employment, whichever is later. Each Employee shall remain a member of the Union, to the extent of paying an initiation fee and a membership dues uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, paying 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. Payment of membership dues shall not be required as a condition of employment during leaves of absence without pay that exceed thirty (30) days.

Section 2. Upon execution of this Agreement and from time to time thereafter as necessary, the Union shall notify the Employer in writing of the current amount of the initiation fee, monthly dues, and the name and address of the Union official to whom the Employer should remit the initiation fees and dues withheld per Section 3 below.

Section 3. Upon receiving an Employee's individual written authorization signed by the Employer, the Employer shall withhold the Union initiation fees and dues from that Employee's wages. Authorization forms are to be provided by the Union. The Employer shall remit to the Union official designated in writing under Section 2 above all dues and initiation fees so withheld. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The remittances shall be mailed no later than the last payday of the month the dues were deducted. The Union shall advise Employer when an Employee's membership in the Union has been canceled or terminated.

Section 4. The Union agrees to indemnify, defend, and save the Employer harmless against any claim, suit, judgment, or liability of any sort whatsoever arising from the Employer's compliance with the provisions of this Article.

ARTICLE XXVII - Government and Client Supremacy

Section 1. The Union acknowledges that the Employer has entered into the Prime Contract with the Client to provide services under specific terms and conditions, and that the Client has broad discretion to direct the activities of the Employer within the scope of the Prime Contract. Accordingly, the administration of the terms of this Agreement is expressly subject to the requirements of the Client and the Government imposed upon the Employer by or through the Prime Contract. The Client may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Client's overall security objective, and there shall be no recourse against the Employer regarding such actions. Any determination by the Client to supersede the above understanding of the parties may be in either oral or written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Client or 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 by any Employee or the Union against the Employer.

Section 3. Any compensation or expenses required by the Client 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 Client, 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 XXVIII - 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 XXIX - Amendment

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

ARTICLE XXX - Waiver

Section 1. 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.

Section 2. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this Agreement or any of its Provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.

ARTICLE XXXI - Termination

Section 1. This Agreement shall be effective on October 1, 2002, and remain in full force and effect for a period of three (3) years until 11:59 p.m. on September 30, 2005, and thereafter for successive periods of one (1) year, unless either party, at least one-hundred twenty (120) days 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 Client that the Prime Contract will be reprocured by formal bidding (instead of renewed). Should either party receive such a notice from the Client, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within seven (7) 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 Director of Human Resources.

Section 4. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the U.S. Court. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

SECURITY OFFICERS, POLICE, &
GUARDS UNION Local 1536

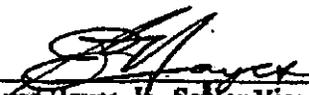

H. James Lunsiter, Jr., President

Date: 8-9-02

Joseph F. Laffey, Vice President

Date: 8.9.02

MVM, INC.


Edward Hayes, Jr., Senior Vice President

Date: 9 Aug 02

Attachment A Economic Provisions

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

Newark

Oct. 1, 2002 Oct. 1, 2003 Oct. 1, 2004

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			
LCSO	\$27.13	\$27.77	\$28.43
CSO	\$25.63	\$26.27	\$26.93
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72
7 Bervmnt In State	24	24	24
8 Bervmnt Out State	40	40	40

Trenton

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			
LCSO	\$25.49	\$26.09	\$26.70
CSO	\$23.99	\$24.59	\$25.20
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72
7 Bervmnt In State	24	24	24
8 Bervmnt Out State	40	40	40

Camden

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			
LCSO	\$23.50	\$24.00	\$24.75
CSO	\$22.00	\$22.50	\$23.25
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72

7	Bervment In State	24	24	24
8	Bervment Out State	40	40	40

1. Shift Differential

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

1800 to 0600 10% 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 and/or 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

Health and Welfare Allowance is the amount shown above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week. If, at any time during the term of this Agreement, effective July 1st of each current year beginning July 1, 2002, the Department of Labor should change the Health and Welfare amount required by a Wage Determination that, but for this Agreement, would be applicable to members of the Bargaining Unit, then upon written request from the Union to the Company, the Company shall adjust the Health and Welfare Payment commencing October 1 of the next contract year.

4. Pension

Pension Plan Payment is the amount shown above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week.

5. Shoe and Equipment Allowance

The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee.

Attachment A Economic Provisions

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

Newark

Oct. 1, 2002

Oct. 2, 2003

Oct. 1, 2004

		Year 1	Year 2	Year 3
1	Wages			
	Sr. LCSO	\$27.38	\$28.02	\$28.68
	LCSO	\$27.13	\$27.77	\$28.43
	CSO	\$25.63	\$26.27	\$26.93
2	Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3	H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4	Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5	Holidays	96	96	96
6	Sick/Personal	72	72	72
7	Bervment In State	24	24	24
8	Bervment Out State	40	40	40

Trenton

Oct. 1, 2002

Oct. 2, 2003

Oct. 1, 2004

		Year 1	Year 2	Year 3
1	Wages			
	Sr. LCSO	\$25.74	\$26.34	\$26.95
	LCSO	\$25.49	\$26.09	\$26.70
	CSO	\$23.99	\$24.59	\$25.20
2	Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3	H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4	Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5	Holidays	96	96	96
6	Sick/Personal	72	72	72
7	Bervment In State	24	24	24
8	Bervment Out State	40	40	40

Camden

Oct. 1, 2002

Oct. 2, 2003

Oct. 1, 2004

	Year 1	Year 2	Year 3
1 Wages			
Sr. LCSO	\$23.75	\$24.25	\$25.00
LCSO	\$23.50	\$24.00	\$24.75
CSO	\$22.00	\$22.50	\$23.25
2 Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3 H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4 Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72
7 Servment In State	24	24	24
8 Servment Out State	40	40	40

Attachment A - Economic Provisions is not otherwise amended hereunder in this Amendment.

Amendment entered into as of May 23, 2003.

MVM, INC.

SOPGU, Local 1536


Edward Hayes, Jr.
Senior Vice President


Joseph Laffey
President

**AMENDMENT
TO
COLLECTIVE BARGAINING AGREEMENT
MVM, INC. AND the SECURITY OFFICERS, POLICE, & GUARDS UNION
(SOPGU), Local 1536
Newark, Trenton, Camden, New Jersey
October 1, 2002, Through September 30, 2005**

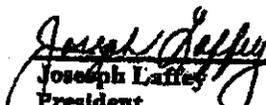
This is to certify that the Economic provisions as stated in Attachment A of the Collective Bargaining Agreement between the parties effective October 1, 2004, were amended and entered into as of May 23, 2003 were negotiated in good faith and are binding on the parties.

MVM, INC.


Joel D. Itzkowitz
Director, Human Resources

7/31/04
DATE

SOPGU


Joseph Laffey
President

7/31/04
DATE