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**AGREEMENT**

**Between**

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

**(UGSOA)**

**Local #60**

**Saint Thomas and Saint Croix**

**United States Virgin Islands**

**and**

**MVM, INC.**

**August 26, 2005, through August 31, 2008**

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## AGREEMENT

THIS AGREEMENT is made and entered on August 26, 2005 and is fully executed by and between MVM, Inc., a Virginia based company, hereinafter referred to as the "Employer" or "Company" and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, Local 60, hereinafter referred to as the "Union."

### ARTICLE #1

#### RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time court security officers assigned to the federal courthouses or other judicial facilities within the jurisdictional boundaries of the United States District Court for the District of the Virgin Islands, employed by the Employer pursuant to its contract(s) with the Federal Government ("Government") for the provision of security at said courthouses, but excluding all managers, supervisors, office and/or clerical employees temporarily assigned employees, substitute employees, lead court security officers, and all other non-court Security Officer employees of the Employer.
- B. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.
- C. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Marshals Service.

### ARTICLE #2

#### MANAGEMENT RIGHTS

- A. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and, change the methods and manner in which services are provided; to introduce new methods or improved methods of operation or equipment; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the courthouses and its operations including the right to select, hire, promote, demote, lay off, assign, train, terminate and discipline employees to subcontract any part of its operation, including unit work, whenever required by the Government; to otherwise subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are

to be carded on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs or requirements of the Government and the Employer, as determined by the Employer, and any other rights not specifically restricted by this Agreement. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

- B. The Employer shall retain the sole right to suspend, discipline and discharge employees due to just cause in accordance with the express and specific terms of this Agreement.

### ARTICLE #3

#### SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a court security officer in the District of the Virgin Islands for the Employer. 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 bidding, vacation schedules, extra work and terms and employment conditions expressly bargained in this Agreement.
- B. Newly hired full-time employees shall be regarded as probationary employees for the first ninety (90) days of actual work. Newly hired part-time employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the sole right to discipline, lay-off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. The Employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) days of actual work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.
- C. Separate seniority lists for each base work location will be posted and maintained by the Employer and shall be made available to the Union upon request. An employee's standing on the posted seniority list will be final unless protested in writing to the applicable District Supervisor not later than thirty (30) calendar days after the list has been posted on the bulletin board.
- D. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer

shall be entitled to rely upon the last known address shown in the Employer's official records.

- E. The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:
1. The employee quits or retires;
  2. The employee is discharged for just cause;
  3. The employee is absent from work for three (3) consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or is absent without good cause on three (3) non-consecutive work days within any forty-five (45) calendar day period;
  4. The employee fails to return to work within three (3) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;
  5. The employee overstays a leave of absence or a vacation without a justifiable reason previously evaluated and accepted by the Employer given the nature of the Employer's operation;
  6. The employee gives a false reason for obtaining a leave of absence, being absent without approved leave or engages in other employment during such leave;
  7. 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;
  8. The employee is laid off for a continuous period of one hundred eighty (180) days;
  9. The employee's credentials as a Court Security Officer are withdrawn by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government;
  10. The employee has falsified or misrepresented information on his/her application for employment that has been supplied to the Employer or the Government;
  11. The employee is convicted of a crime other than a minor traffic violation;
  12. The employee commits a breach of security;
  13. The employee is insubordinate;

14. The employee breaches the Employer's or the Government's Code of Conduct and/or Performance Standards, appearance standards or the Government's height and weight requirements after a ninety (90) day warning period has elapsed.
- F. Any bargaining unit employee who is transferred to a non-bargaining unit position after the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority he/she had as of the time before he/she transferred out of the bargaining unit.

#### ARTICLE #4

#### TRANSFER, LAYOFF AND RECALL

- A. Whenever it is necessary to layoff employees at a given site location within the District of the Virgin Islands, or in the event the Employer's contract(s) for providing security services through for the Marshals Service is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:
1. When full-time positions are being reduced, full-time employees will be laid-off as follows:
    - a) Probationary employees working at the location at which the reduction is to be made shall be laid off first;
    - b) Should it be necessary to further reduce the work force, the seniority employees at the affected location shall then be laid off in the inverse order of their seniority.
  2. When regular shared-time positions are being reduced, part-time employees will be laid-off as follows:
    - a) Probationary employees working at the location at which the reduction is to be made shall be laid-off first;
    - c) 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.
- A. Laid-off employees may not displace employees at other locations.
- B. Employees who have been laid-off, or transferred to another location covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid-off or transferred. Should an employee be transferred to another location within the District in lieu of lay-off 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.

- C. Laid-off employees will be recalled in accordance within 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, if applicable. Laid-off employees declining recalls to their "home location" will be deemed to be voluntary terminations of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer.

#### ARTICLE #5

##### JOB OPPORTUNITIES

- A. 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 five (5) working days (excluding Saturdays, Sundays and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.
- B. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government. Preference will be given for seniority to qualified employees applying for the position, who are already based at the location (i.e., city) at which the vacancy exists.
- C. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article. Positions being filled by unit member in accordance with the above shall be done as soon as administratively feasible.
- D. Whenever it becomes necessary to temporarily transfer an employee to a work site outside of the District of The Virgin Islands, to the extent feasible, the transfer shall be voluntary and on the basis of seniority among the employees at the involved location. Employees so transferred will receive the higher of the base hourly wage available to employee regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

#### ARTICLE #6

##### GRIEVANCE PROCEDURE

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

- B. 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 five (5) working days before the grievance is reduced to writing.
- C. All grievances shall be presented and processed in accordance with the following procedure:
1. Informal Step - Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the Site Supervisor. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly, either orally or in writing.
  2. Step One - If the grievance is not resolved at Informal Step the grievance shall be reduced to writing and presented to the Site Supervisor within five (5) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Site Supervisor (or his/her designee) shall meet to discuss the grievance. The Site Supervisor shall give a written decision to the grievant within five (5) working days after the receipt of the grievance.
  3. Step Two - If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Contract/Project Manager within ten (10) working days after the completion of Step One. The Contract Project Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within ten (10) working days after receipt of the grievance.
  4. Step Three - If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Director or Human Resources or his or her designee within ten (10) working days after the completion of Step Two. The Director or Human Resources (or his/her designee) may discuss the grievance with the grievant and the Union representative. The Director or Human Resources or his or her designee shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.

5. Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request there for to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Director or Human Resources or his or her designee.
- a) Only the Union (i.e., no individual grievant) may move a grievance to Step Four.
  - b) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to a request of the Government shall be processed to, Step Four since those matters are not arbitrable, nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
  - c) 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) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by *alternating the option to strike names from a list of nine (9) neutral arbitrators provided by the local Federal Mediation and Conciliation Service.*
  - d) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made. upon the request of either or both parties. Costs will be paid by party requesting information.
  - e) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
  - f) The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the individual's attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
  - g) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal, obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the local Marshal, the contracting officer or other official of the Government.

- h) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the imitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work.
- D. The Union shall have the right to file a group grievance on grievances involving more than two (2) employees at Step 2 of the grievance procedure within five (5) working days of the event giving rise to the grievance.

#### ARTICLE #7

#### DISCIPLINE

- A. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's contract with the Government by the Government, or the employee's credentials are denied or withdrawn by the Marshals Service. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (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 #4 of this Agreement.
- B. Among the actions which shall be deemed appropriate by the Employer under the circumstances, and may result in and establish just cause for discipline up to and including immediate dismissal shall include, but shall not be limited to, abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Marshal or the judges; conduct which impugns or disparages the Marshals Service or its agents, or the Employer or its agents; to the Government or to other third parties; inappropriate conduct directed at or involving court staff, Government employees, client representatives, witnesses, jurors, litigants or the general public; insubordination; dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; falsifying or misrepresenting information on an application for employment, or on documents otherwise supplied to the employee by the Employer or the Government; a serious breach of security; immoral conduct; fighting; sleeping while on duty; destruction of property; or criminal misconduct; violation of the appearance and height and weight standards, Code of Conduct and/or Performance

Standards/Standards of Conduct which have been established by the Employer and/or U.S. Marshal Services.

- C. Progressive Discipline. MVM's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon MVM's established Standards of Conduct, which were developed to cover all security contracts. MVM has designed six levels of corrective actions, which are permissive, not mandatory, as follows:
1. Documented Warning/Official Counseling/Remedial or additional Training, if appropriate.
  2. Documented Warning/Letter of Reprimand/Remedial /Alternative Training
  3. Documented Probation/Remedial Training
  4. Suspension of Duty without Pay
  5. Termination
  6. Potential Criminal Prosecution
- C. The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. For serious offenses, the option may be immediately termination. Repeated violations, regardless of their nature will not be tolerated. Once warned, MVM employees are expected to improve their performance and/or behavior. Failure to do so may lead to termination.

#### ARTICLE #8

#### PERFORMANCE STANDARDS

- A. The Company is enabled to evaluate the job performance of the employees, based on attendance, punctuality, grooming and dress standards, customer service, courtesy to all parties and the satisfactory performance of the duties of the position.
- B. A performance evaluation will be held one or two times a year, as the Employer may deem necessary. The evaluation will be discussed in private, with the employee. The purpose of the performance evaluation is to inform the employee of areas needing improvement and provide any assistance the employee may need to improve such behavior. The employee may also seek means to improve his/her performance.
- C. An employee who receives a below standard rating will be given a period of up to three months to improve his/ her deficiencies and a second evaluation will be conducted. The Employer will provide personnel with quality material to ensure that they meet the dress

standards. The Employer will make effort to help the employee with their performance through additional training, counseling or instruction.

#### ARTICLE #9

#### TRAINING

The Union and the Employer understand and agree that the employees of the Bargaining Unit shall and will be available to attend training programs and seminars that the Company from time-to-time, may offer in order to improve the services offered, as well as the skills of the employees. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to emergency, will make-up said training at the time and place identified by the Employer.

#### ARTICLE #10

#### HOURS OF WORK AND OVERTIME

A. For the purpose of this Article, a regular work week of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for fulltime employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes. If any employee works more than two (2) hours beyond a full eight (8) hour shift, the employee shall be eligible for an additional unpaid meal periods of thirty (30) minutes to the extent necessary to ensure a meal period for every five (5) hours of work. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government.

Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

- B. An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal laws concerning overtime.
- C. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
- D. If requested by the Employer or Government 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 receives approval by his supervisor to be excused. Overtime will be distributed as equitable as practicable among employees regularly assigned to the particular work location, subject to the direction of the-judges and/or the Marshals Service. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. But the Employer shall not be penalized for the modification requested by the U.S. Marshals Service or the judge's petitions.

- E. Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of court security services. Failure to accept assignments when not excused by the supervisor for reasonable and good cause shall be grounds for discipline up to and including discharge.
- F. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the employee leaves the building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes.
- G. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each full-time shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's break without prior approval from a supervisor or as instructed by a U.S. Marshal or a judge, shall not constitute overtime pay.

#### ARTICLE #11

##### WAGES/SHIFT DIFFERENTIAL

- A. The hourly rate of pay for each employee is set forth in Appendix A of this Agreement which is attached hereto and incorporated herein by reference
- B. Shift Differential - All work performed between six (6) p.m. of one day through six (6) am of the next day shall be paid at one hundred and five percent (105%) of the employee's regular hourly rate.
- C. Pension - A payment toward pension is paid for each hour worked. This amount, described in Appendix A hereto, may be paid into the MVM 401K plan or paid to the employee in his/her check, at the selection of the employee.

#### ARTICLE #12

##### HOLIDAYS

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

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

- B. The twelve (12) holidays shall be paid for regardless of the day of week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. The employee's Birthday is a floating day which is to be used within two (2) weeks either before or after the employee's Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30<sup>th</sup> of the current year.
- D. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. The employee will be paid holiday pay only if:
  - 1. The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed (provided he/she worked at least one (1) day during the week of the holiday; and
  - 2. The employee is not laid off or on a leave of absence.
- E. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of paragraph B, above.
- F. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay. In order to receive pay for holiday, the employee must be in a pay status.
- G. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior two week's hours of work.
- H. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in paragraph B, above, shall be paid only a prorating of the full-time benefit based on their prior week's hours of work divided by forty (40).

#### ARTICLE #13

#### SICK/PERSONAL LEAVE

- A. Each employee with one (1) year of continuous service shall be eligible for paid sick/personal leave days of nine (9) days for each twelve (12) months of employment, accrued on a pro-rata basis for each full month employed (full-time employees will receive six (6) hours per month).

- B. Subject to the provisions herein and the policies and practices of the Employer, the administration of the sick/personal leave benefits, including accruals and payouts (including liquidation), shall be in accordance with applicable Virgin Islands law.
- C. Except in circumstances beyond the control of the employee, the employee shall notify his/her supervisor of the employee's illness as soon as the employee believes that he/she will be unable to report to work, and not later than the five (5) hours before that start of the applicable shift. It is understood that the use of sick leave shall not excuse the failure to comply with the Employer's normal reporting requirements, attendance requirements, and medical certifications (for absences exceeding two (2) working days).

ARTICLE #14

VACATIONS

- A. Full-time employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200hours

Part-time employees are eligible for vacation benefits on a pro-rata basis.

- B. Each employee who qualifies for vacation leave in accordance with the provisions of this Article shall notify his/her District Supervisor in writing prior to April 1st of each year of his or her first and second choice for desired vacation periods, if any. The District Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of the employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations.
- C. Subject to the provisions herein and the policies and practices of the Employer, the administration of the vacation benefits, including vacation day accruals and payouts (including liquidation) shall be in accordance with applicable Virgin Islands law.
- D. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on an unpaid leave of absence or laid-off.
- E. Employees may use their vacation leave once they have accrued it for one (1) year. In case of urgent need and through written agreement with the Employer, the employee may use in advance, what they have accrued up to the time the request of leave is submitted to the Site Supervisor.

## ARTICLE #15

### LEAVES OF ABSENCE

- A. Unpaid personal leaves of absences for emergency or extenuating circumstances not to exceed thirty (30) calendar days per contract year may be granted at the discretion of the Employer without loss of seniority.
- B. A seniority employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the employee's disability is made known to the Employer and, is supported by a doctor's certificate denoting the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work. This leave will be concurrent with leave granted by the Family Medical Leave Act (FMLA).
- C. An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.
- D. A leave of absence shall be processed in the following manner:
  - 1. Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
    - a) The reasons for such leave;
    - b) The effective date of such leave; and
    - c) The estimated date of return to work.
  - d) The written request for a leave of absence shall be submitted to the employee's Site Supervisor for final disposition.
  - e) 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.
  - f) Extensions of a leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the

expiration of the leave. Extensions so granted require the prior approval of a Director level or higher and shall not exceed more than thirty (30) calendar days.

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

1. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article #3 of this Agreement.
2. Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
3. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid sick leave days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
4. Leaves covered by the Family and Medical Leave Act ("FMLA"), for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued vacation and sick days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act.

#### ARTICLE #16

##### BEREAVEMENT LEAVE

- A. Employees shall be entitled to three (3) days on-island and five (5) days off-island of paid bereavement leave per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

#### ARTICLE #17

##### HEALTH AND WELFARE

- A. For the remaining years of this Agreement, the rates for health and welfare benefits payments shall be paid in accordance with the schedule listed below:

Oct. 1, 2005	\$2.87
Oct. 1, 2006	\$2.97
Oct. 1, 2007	\$3.07

- B. In lieu of paying the above amounts, the Employer may, in its discretion, offer employees the opportunity to participate in an Employer sponsored health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by federal law.
- C. The Employer may offer employees the opportunity to participate in other non-retirement related fringe benefit programs generally made available to other court security officers employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc. Therefore, it is specifically understood that employees shall continue to be eligible to participate in the Employer's current 401(k) plan made generally available to its non-unit employees, subject to the terms of that plan and the Employer's continued sponsorship of that plan.

#### ARTICLE #18

#### UNION MEMBERSHIP, DUES, FEES

- A. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.
- B. Each employee shall either:
  - 1. Remain a member of the Union for the remaining term of this Agreement; or
  - 2. Pay the agency fee, as set forth below, for that term.
- C. Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, shall within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later, either:
  - 1. Become a member of the Union;
  - 2. Pay the Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues to Union members in the unit).
- D. Any employee hired after the effective date of this Agreement, shall, within 30 days after the satisfactory completion of his or her probationary period, either become a member of the Union or pay the Union an agency fee as described in paragraph C.2, above.

- E. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Union from the employee's pay check. These deductions will be made per pay period for full-time employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.
- F. The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.
- G. Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, initiation fees and service fees are. The Employer will remit all such deductions to the Union by mail. The money will be forwarded within ten (10) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.
- H. 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.
- I. Moreover, this Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation.
- J. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.
- K. The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deduction from the employees.

#### ARTICLE #19

#### UNION REPRESENTATION

- A. The Union Local President and/or the International Representative and/or their designees may be permitted access to the Employer's office at the site at mutually agreeable times upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement.

- B. There shall be no Union business conducted during an employee's work time.
- C. The Union is responsible for providing written notification to the Employer's Site Management, and the Director of Human Resources or his or her designee as to the individuals officially designated to act as representative of the Union within ten calendar days of their appointment. An employee shall not be permitted to engage in Union duties until notification is received by the Employer.
- D. A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the expressed written approval of Site Management.

## ARTICLE #20

### GENERAL PROVISIONS

- A. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, sexual orientation, disability or other legally protected classification, as prohibited by controlling law, but no claim under this section shall be grievable.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.
- C. The Union may request the release of employees for the purpose of attending to Union business. Such requests shall be made at least two (2) weeks in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a District under this provision on any one occasion. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its contract with the Government and the interests of the Marshals Service. Leaves granted under this provision shall be without compensation by the Employer.
- D. 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.
- E. The Employer shall pay only for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provided, the Employer will provide an allowance to the employee of fifty-five

(\$55.00) dollars per examination. Physical/medical exams may be required by the operation of the Government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The employee shall provide the Employer proof of the medical examination via written examination results which includes a statement concerning continued fitness for armed duty as a prerequisite for continued employment. The Employer shall retain the original or a copy of the results, annotate records and provide same to the Government as required by the contract. The employee shall be paid for up to two (2) hours (or actual time spent less than two (2) hours) for time used for taking a physical examination. In addition the employer will reimburse the employee up to a maximum of thirty five (\$35.00) dollars if employee is required to pay the individual insurance co-pay or deductible.

If the Employee fails the physical examination, the Employer shall not be liable to pay for any follow-up tests or additional examinations required as a result of information obtained during any physical examination. Payment for such follow-up tests or additional examinations shall be the responsibility of the employee and/or his or her medical insurance plan. Notwithstanding the foregoing provisions of paragraph E, the Employer shall pay the cost of follow-up tests or additional examinations if they are required because the initial test or examination was performed incorrectly, as determined by Employer or the US Marshals Service or its representatives or agent. Consideration will be given to any input provided by the Employer's physician if presented in a timely manner.

- F. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's contract with the Government and the Employer's policies as in effect from time to time.
- G. A uniform allowance of nineteen (\$0.19) cents per hour shall be paid for each hour of work up to 40 hours per week.
- H. Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.
- I. 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 exception 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 shall not be the intent of the Company to deny, avoid, or abuse this requirement.

- J. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

#### ARTICLE #21

##### STRIKES AND LOCKOUTS

- A. 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. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.
- B. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.
- C. During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

#### ARTICLE #22

##### GOVERNMENT SUPREMACY; SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

- A. The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the Government's directive. A copy of a written directive covered by this provision shall be provided to the International UGSOA President upon request.

- B. A copy of any notice of removal resulting at the request of the Government shall also be provided to the UGSOA's International President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal to the Employer, in accordance with the Marshals Service's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Marshals Service, including any modification thereto, which it receives from the Marshals Service.
- C. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by the Union of any employees against the Employer.
- D. Any compensation or expenses required by the Government to be borne by the Employer shall borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.
- E. Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by paragraph A, above, or by a removal order covered by paragraph B, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

#### ARTICLE #23

#### 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 #24

#### WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

- A. 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 matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the

right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. In addition, the Union acknowledges and agrees that any prior understandings or agreements reached with the predecessor Employer are void and in no way binding on MVM, Inc.
- C. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

#### ARTICLE #25

#### DURATION OF AGREEMENT

- A. This Agreement (other than the provisions relating directly to wages) shall remain in full force and effect until 11:59 p.m. on August 31, 2008, (or any extension periods granted to Employer by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one hundred and eighty (180) 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.
- B. 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 Government that the Employer's current contract shall be reprocured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.
- C. 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 its President. Subject to paragraph D, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth above, the parties shall commence the process for negotiation a successor to this Agreement.
- D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide court security services for the federal courts within the jurisdictional boundaries of the United States District Court for the Virgin Islands. In such relationship shall also terminate, as shall any further duty to bargain.

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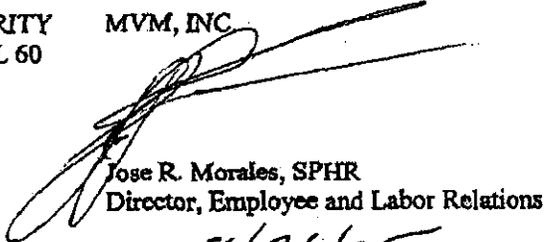
E. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

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

UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERIC - LOCAL 60

MVM, INC

  
George A. Frances  
President

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

Date: 08-26-05

Date: 8/26/05



5. Jury Duty

Employer shall reimburse employee up to five (5) days for each year of Jury Duty, less all fees collected for serving. This will be prorated for part-time employees. Transportation fees are not counted as jury duty pay. Employer reserves the right to request an exempt