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AGREEMENT

Between

International Union, United Government Security Officers of America

(UGSOA)

Local #139

Pittsburgh and Johnstown
Pennsylvania

and

MVM, INC.

July 12, 2005 through July 31, 2008

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This Agreement entered into this July 12, 2005 by and between MVM, INC. (herein the "Company" or the "Employer") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), Local #139 (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

A. This Agreement is entered between MVM, Inc., and the International Union, United Government Security Officers of America (UGSOA), Local #139. The company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

B. The unit is defined as all full-time and part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 3rd Circuit in Pittsburgh, and Johnstown, Pennsylvania excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

C. This Agreement shall be binding upon parties, their successors, and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

ARTICLE #2

BARGAINING OBLIGATIONS

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

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

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

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

These rights include but are not limited to:

1. Hire;
2. Assign work;
3. Promote, Demote, Layoff;
4. Discharge, discipline or suspend for just cause;
5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
6. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
7. Determine the extent and manner in which services are provided to our customers;
8. Determine whether and to what extent any work shall be performed by Employees and how it shall be preformed;
9. To bid or not bid, or to re-bid or not re-bid, the Contract with the Government;
10. To introduce new methods or improved methods of operation

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

C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d).

ARTICLE #4

CLASSIFICATIONS

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

B. Shared time positions are only those positions designated by the USMS as such.

C. Shared time employee are employees who are regularly scheduled for less than forty (40) hours, splitting a 40 hour work week with another employee. Additionally, they are used to provide full staffing level coverage, avoid unnecessary overtime and increase security needs as required.

D. Shared time employees are eligible for holiday pay and vacation on a prorated basis to a maximum of forty (40) hours worked or paid.

E. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or similar activities that do not pertain to normal assigned duties. In addition, they will not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

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

ARTICLE #6

EQUAL OPPORTUNITY (NON-DISCRIMINATION)

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

B. The parties agree to comply with all applicable Federal laws and Executive Orders pertaining to non-discrimination and to equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and

applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

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

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

ARTICLE #7

TRIAL PERIOD-NOTIFICATTON

A. Each newly hired employee shall be considered a probationary employee of the Company or of the predecessor company during his/her first ninety (90) days of employment, to be engaged for a probationary period, dining which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement.

After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.

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

ARTICLE #8

SENIORITY

A. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and by predecessor companies in the District of Local #139, State of Pennsylvania, under the United States Marshals, Federal Court Security Officers Program. There will be separate seniority lists for full-time and part-time employees at each location (Pittsburgh and Johnstown).

B. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.

C. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as a part-time employee. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them.

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

E. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

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

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

1. Employee is discharged for just cause;

2. Employee voluntarily quits;

3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;

4. Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case-of circumstances beyond his or her control;

5. An employee transfers out of the bargaining unit, except as provided in this article.

H. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which this/her retained seniority entitles him/her.

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

J. It is understood senior employees in each classification shall have preference of assignments to shifts and shift's regular days off, days off, post locations, shift hours, work locations, temporary or permanent assignment, rehire after layoff, overtime and holiday work assignment. When the Company determines that a job assignment has an opening, the Company will fill the opening in the following manner:

1. Post a notice of the opening to all full-time and part-time employees in the same classification, which includes shift, hours, days off and any other pertinent information. The notice will be posted for seven (7) working days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the most senior part-time employee. The Union and the Employer agree that the seven day posting requirement can be waived if it is confirmed in writing that in seniority order, all bargaining unit members have been offered the available position. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:

   a) Post a notice of the opening using the posting procedure outlined above to all full-time and part-time members of the bargaining unit working in a different classification, but meets all the qualifications for the opening. The notice and procedure for filling this job will be exactly as that described in the previous paragraph.

2. Should the filling of a vacancy under this article create subsequent openings, all will be filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company may fill the job as follows:

   a) Fill the job from outside bargaining unit.

3. Lead CSO positions will be posted the same as above and if all qualifications are equal the job will be filled with the most senior employee.

ARTICLE #9

DISCHARGES

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

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

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

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

1. If the matter is not resolved informally, the employee shall, not later than ten. (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated.

2. Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee or steward.

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

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

D. **Arbitration Procedure** - Grievances processed in accordance with the requirements, outlined above, that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements and remain unsettled shall be processed in accordance with the following procedures and limitations:

1. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union may meet telephonically to jointly attempt to agree upon a settlement of the grievance. If both parties agree that no settlement can be reached, they will proceed with the following step; if, within fifteen (15) days, the parties fail to agree upon a settlement, the Union will request the American Arbitration Association (AAA) to supply a list of arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

2. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs. Any award of reinstatement (including back pay) shall be subject to the Government permitting the Employee to return to work. Should the Government refuse to allow the Employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer. Except that back pay (only) will be paid in cases that the Employer initiated the action and provided incorrect information, which resulted in the cause of the action against the Employee.

3. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

4. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

7. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.

8. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

9. No individual may move a grievance to arbitration.

ARTICLE #11

DISCIPLINARY ACTION

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

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

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

ARTICLE#12

HOURS WORKED AND OVERTIME

A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employees regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave and holidays, do not count as hours worked for over-time purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes. Employer shall provide two (2) days off in a row for time off except, at the employers discretions, when not possible because of operational need to prevent open post, overtime or compliance with the requirements of the USMS Contract.

B. Overtime Assignment

1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority. When the senior volunteer works overtime, his name will go to the bottom of the list. Should an employee on the volunteer list refuse overtime on three consecutive occasion, they will be removed from the list and will not be permitted to be on the list for six (6) months from the date overtime was last offered.

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

3. Mandatory Overtime occurs when the Bargaining Unit Employee with the least seniority is required to meet the overtime requirement. This includes involuntary call-in that results in overtime.

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

NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime; therefore the trade must take place in the same workweek for pay.

1. The Site Supervisor and no other supervisor can approve the trade. If the Site Supervisor is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.
2. It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

D. Reasonable access to overtime records will be made available to the Union upon request.

ARTICLE #13

WAGES

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

B. In the event employees report to work for their shift without having been notified not to report, and work is not available, the employees shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God, orders of the Court or US Marshals Service, or the failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

C. In the event of an undisputed Company caused error of less than $100.00 as to an employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. In case of a Company caused error greater than $100.00 as to an Employee's rate of pay, proper adjustment will be paid within three (3) business days, after the Company is given written notification of the error by the Employee.

D. A payment toward pension is paid for each hour worked. This amount, described in Exhibit B hereto, may be paid into the MVM, Inc. 401K plan or paid to the employee in his/her check, at the selection and option of the employee.

ARTICLE #14

LEAVES OF ABSENCE

A. A leave of absence may be granted in the Employer's sole discretion for verifiable extenuating circumstances or emergencies for a period not to exceed thirty (30) days upon written application. Leaves of absence, with the exception of paragraph E., shall not be granted for employees to work elsewhere.

B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.

C. All requests and approvals for leave of absence must be in writing.

D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence, a period not to exceed three months, to perform the duties of the position which he or she was elected or appointed.

F. All leaves of absence under this article are without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

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

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

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

C. Employer has no say in the use of bulletin board, except as required by the Court or US Marshals Service.

ARTICLE #16

BEREAVEMENT LEAVE

A. Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence per occurrence at his/her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled up to five (5) days paid leave of absence at the employee's straight-time rate of pay.

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

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

ARTICLE #17

TEMPORARY ASSIGNMENTS

A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. All temporary assignments should not exceed 30 Days, unless justified.

B. To the extent feasible the assignments will be done on a voluntary selection basis using seniority and qualifications. If no volunteers are available reverse seniority will be used without the right of refusal.

ARTICLE #18

HOLIDAYS

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

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

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

C. Employees assigned to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.

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

E. The employee's birthday is a floating day to be used within a two-week period of the birthday. The employee must make a written request to take the holiday or receive 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 of the current year.

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

G. Time-Share employees will receive holiday pay prorated based on previous two (2) weeks hours paid per week, with a maximum of forty (40) hours paid per week, and with a minimum of at least four (4) hours pay for any holiday worked.

H. If the President of the United States or the US Congress declares a new permanent national holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next contract renewal date if the holiday is observed at least ninety (90) days prior to the contract renewal date. If not the holiday will become effect the following years effective on the date of the next contract renewal date.

ARTICLE #19

VACATIONS

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

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

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

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

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

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

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

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

I. If an employee has not reached the one Year and one Day rule, no vacation pay will be prorated.

J. The Company will post each January a time-off schedule for vacation for the following year. Vacations will be awarded based on seniority. The results of this posting will be posted for employees after the Company has completed the schedule. All other vacation requests will be handled and approved by the site supervisor or his/her designee as requested based on seniority. The Company and Union may agree upon a different system for awarding vacation and, if they do, that will supersede this section.

K. All vacation requests are subject to Client needs.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.

B. Shared position Employees will receive one-half the full-time Personal/Sick Leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated Personal/Sick Leave based upon the number of actual hours Employee worked during that contract year.

C. Unused Personal/Sick days shall not be cumulative from year to year. Any unused, earned Personal/Sick Leave pay will be paid to Employee at the end of the contract year.

D. Upon termination of employment. Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns three (3) days Personal/Sick Leave, but only uses two (2) day, would be eligible upon termination to be paid for the third, unused Personal/Sick day.) if the Employee has used more Personal/Sick days upon termination than she/he earned based upon time worked on the contract (6 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns 36 hours Personal/Sick Leave, but actually uses 24 hours Personal Leave, the extra 12 hours pay will be deducted from employee's final paycheck.)

E. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance.

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

F. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an *October 1 contract start date.)*	Full-Time	Shared Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-20	48 hours	24 hours
March 1-31	42 hours	21 hours
Aril 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August, 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

ARTICLE #21

JURY SERVICE

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

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

C. Employees must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

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

B. A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service or their representatives, or any other applicable entity. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty

(30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.

B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours (or actual time spent if less than three (3) hours) for time used for having an annual physical examination.

C. The Employer shall not be liable to pay for any follow-up tests or additional examinations required by Employer or by the US Marshals Service or its representative or agent 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 this paragraph C, 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.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

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

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

newly-hired employees covered by the Agreement, providing the name, social security number, address, job classification, and hire date of such employee on a monthly basis.

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

D. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

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

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

ARTICLE #25

STRIKES AND LOCKOUTS

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

B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any

other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

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

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

ARTICLE #26

GENERAL PROVISION

A. Rest Periods. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to *exceptional work requirements*, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

B. *The Company may also require employees to undergo random drug screening.* Upon notification by the Company the employee must summit for testing within twenty four (24) hours. Failure to comply with the random drug screening testing 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 examinations.

C. Health Plan

In lieu of a Health Plan the Employer will pay the H & W funds indicated in Appendix A, as a cash payment to the employees.

ARTICLE #27

GOVERNMENT SUPREMACY

A. The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. Any determination by the Government to supersede the above understandings of the parties

must be in written form, and the Union expressly acknowledges Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate Employer's decision to do so or the impact of such decision.

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

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

ARTICLE #28

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from July 12, 2005 through July 31, 2008, subject to the following, and shall continue from year to year thereafter, unless both parties desire to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to July 31, 2008.

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

INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA - LOCAL # 139

David Demore

David Demore
President

Date: July 12, 2005

MVM, INC.

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

Date: July 12, 2005

Appendix A
UGSOA Local 139
Economic Provisions

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

Effective Fiscal Year Beginning Oct. 1:		2005	2006	2007
	Base	Year 1	Year 2	Year 3
Base Wages				
LCSO	$23.33	$24.03	$24.75	$25.49
CSO	$22.19	$22.86	$23.54	$24.25
Uniform Allowance	$0.19	$0.19	$0.19	$0.19
H&W effective as of Jul 1st	$2.65	$2.87	**	**
Holiday	96	96	96	96
Sick Personal	72	72	72	72
Pension	$0.48	$0.50	$0.50	$0.50

1. Shift Differential
   In addition to the base wage, Employees shall be paid a shift differential as follows:
   1800 to 0600 105% of base wage per hour

2. Uniform Allowance
   a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
   b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance
   a) Health and Welfare Allowance is the amount shown above per hour for each regular hour worked.
   b) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty hours per week and 2080 hours per year on each contract.
   c) **The parties agree that either party may reopen negotiations for amendments to Appendix "A" limited to Health & Welfare Allowance only at any time after May 1 and before July 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. Failure to request negotiations in a timely manner will maintain the H & W at the current level for the following year.

4. Shoe Allowance
   The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee. In lieu of shoes the employer will provide $55.00 annually to be used for the purpose of purchasing shoes.

5. Pension
   Pension is paid for each hour worked; it can be paid into the MVM 401k Plan or paid to the employee in his/her check, at the option of the employee.

TO: Dave Demore, President
UGSOA, Local 139

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

DATE: July 23, 2006

SUBJECT: Memorandum of Understanding - Health and Welfare Amendment
CBA – UGSOA, Local 139

In accordance with the requirement of the CBA re-opener for the Health and Welfare. This memorandum of understanding is to confirm the amendments to the CBA between UGSOA Local 139 and MVM. Specifically, the Health and Welfare (Appendix A) to be effective October 1, 2006 will be: $3.01 (Three Dollars and one cent)

All other articles and sections remain without change.

FOR MVM, Inc.

Jose R. Morales, SPHR
Director, Human Resources

DATE: July 25 2006

FOR UGSOA, LOCAL 139

Dave Demore
President

DATE: July 24, 2006