

COLLECTIVE BARGAINING AGREEMENT

Between

MVM, INC.

and the

COURT SECURITY OFFICERS ASSOCIATION

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

August 31, 2009 – August 31, 2012

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THIS AGREEMENT is made and entered into on August 31, 2009 by and between MVM, INC., a California corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and COURT SECURITY OFFICERS ASSOCIATION, hereinafter referred to as the "Union.". All non economic provisions of this contract shall be in effect as of the date that this agreement is executed by all parties. All economic provisions of this contract shall be in effect as of October 1, 2009 including, but not limited to compensation and fringe benefits.

ARTICLE 1 GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time and shared United States Marshal Service (USMS) Lead Court Security Officers (LCSO's) and Court Security Officers (CSO's), hereafter collectively referred to as "Employees," assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract with the United States Marshals Service for security (the "Contract") within the jurisdictional boundaries of the First Circuit Court of Appeals, New England, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, temporarily assigned Employees and substitute Employees, and all other Employees of the Employer.
- B. Future Leads will be selected at the sole discretion of the Employer without regard to seniority.
- D. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in Article 1, Section 1 .1 A of this Agreement. All uses of a pronoun denoting gender shall include both male and female.

SECTION 1.2 STEWARD SYSTEM

The Company agrees to recognize a steward system. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in Article 5 of this Agreement. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken whether it be written or verbal. The Company recognizes the right of the Union to investigate grievances and to interview employees before and for after work time and during breaks. If the Company takes disciplinary action during work time, a representative of the Union will be given time to be present for the disciplinary procedures. The supervisor, at the request of the Employee, will release the steward only when properly relieved. The Company will not be responsible for paying the steward for time spent conducting Union business.

Union stewards and representatives shall be granted a maximum of two (2) hours per incident, except for extraordinary circumstances, during working hours, to conduct investigations of

grievances and complaints, not to affect the operation of the working unit. Employer shall attempt to hold meetings so that the Stewards would not need to leave a post to attend.

SECTION 1.3 MANAGERS AND SALARIED PERSONNEL

- A. Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work under the US Marshals Service contract as determined necessary by the Employer and as allowed by the Marshals Service.
- B. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.

SECTION 1.4 AGENCY SHOP AND DUES CHECK-OFF

SECTION 1.4.1A DUES CHECKOFF

The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing by the Union, as to what the Union membership dues are. 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 Section.

SECTION 1.4.1B AGENCY SHOP

All Employees in the bargaining unit, 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 initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union's procedures for filing fair share fee objections. 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.

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 [c] [3] of the IRS Code), non-religious charitable organization from a list supplied by the Union. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

SECTION 1.4.2A PERFORMANCE OF FINANCIAL OBLIGATIONS

All employees must ensure that financial obligations are met as prescribed by US Marshals Service CSO Performance Standard C-I 3(18) of the current USMS Contract.

SECTION 1.4.2B TERMINATION FOR NON-PAYMENT

An employee that does not pay the Union dues, or the Service Fee, or the charitable contribution, all as described in Section 1.4.1A, upon written request of the Union the Employer shall terminate the employee. However, the Union must provide written proof that employee was provided the Beck Notice and the Union has made a reasonable effort to collect the dues, Service Fee, or charitable contributions.

SECTION 1.4.3 DIRECT DEPOSIT

The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the Union within 72 hours from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to hold the Company harmless from any action or actions to include suits, damages or costs growing out of these deductions commenced by an Employee against the Company, and assume full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

The Check-off Authorization Cards to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution. The cards provided to the Company must have original signatures.

SECTION 1.5 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient operation. The Union and the Company agree that they will use their

best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, or sexual orientation.

ARTICLE 2 SENIORITY

SECTION 2.1 SENIORITY DEFINED

Seniority shall mean the total length of time the Employee has been employed by Employer, whether full-time or part-time, and any predecessor companies, by evidence of receiving payment of wages, at all facilities included in the Contract Employer's worksite. Seniority shall not accrue until the Employee has successfully completed his probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, transfers, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Separate seniority lists for each work location (i.e. city within Massachusetts, Rhode Island, Maine, and the District of New Hampshire) will be posted and maintained by the Employer. Seniority lists shall be furnished by the Company to the proper Union officials within a reasonable time, upon written request by the Union, each March and September of each contract year. The Union President or the President's designated representative must make the request for these lists to the Company in writing. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position shall regain his seniority held before the transfer upon returning to the bargaining unit.

SECTION 2.5 BREAK IN SERVICE

Any Bargaining Unit Employee who is absent or leaves the bargaining unit for more than four (4) consecutive months for any reason other than absences permitted under the terms of this collective bargaining agreement (including but not limited to Statutory Leaves, approved vacation time, sick leave, military service, etc.) shall lose his seniority, other than when suspended or furloughed due to US Marshals Service action. However, Section 2.7, below, is applicable for termination of seniority. If he/she returns to the bargaining unit at a later date, his seniority will start on that return date. Unit seniority shall accumulate during the period of any approved leave of absence.

SECTION 2.6 PROBATIONARY EMPLOYEES

Newly-hired full-time employees shall be regarded as Probationary Employees for the first ninety (90) calendar days after the employee's first day on the job with Employer and any predecessor employer ("Probationary Period"). Newly-hired part-time employees shall be regarded as Probationary Employees for the first one hundred and twenty (120) calendar days of actual assigned work. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary Period referred to in this section may be extended if the Company encounters a delay in the US Marshals Service's background checks or granting of written authorization on newly-hired Employees.

SECTION 2.7 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

- a) the Employee quits or retires;
- b) the Employee is discharged for cause;
- c) 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;
- d) the Employee is laid off for a continuous period of one year;
- e) the Government terminates the Employee's credentials as a CSO or SSO;
- f) the Employee is otherwise asked to be removed from working under the Employer's contract with the Government;
- g) Employee is transferred out of the bargaining unit (as per Section 2.4 or 2.5).

ARTICLE 3 JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

- A. If a vacancy occurs in an employment position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted at the building for a period of five (5) working days (excluding Saturdays, Sundays and holidays). The posting shall include the qualifications required for the position. The Site Supervisor will notify the Union President in writing of such openings. When a vacancy occurs, the Employer will fill the position from among the applicants with senior qualified Employee in the building, who will be reasonably trained if required to fulfill any necessary qualifications for the new position. If the most senior employee is not selected, the Employer will discuss the selection with the Union, if requested. If the vacancy cannot be filled within the building, the vacancy will be announced within the State. If the vacancy cannot be filled within the State it is then posted contract wide for a period of five (5) working days (excluding Saturday, Sunday, and Holidays). The position shall then be filled from among the applicants with the senior qualified Employee from outside the State, subject to necessary credentialing and acceptance by the USMS at that work location. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific, i.e., only Employees at the site where the vacancy occurs will be required to be notified. In all cases, the employer carries out the written and/or verbal directives of the Government and the Federal Judiciary regarding the filling of vacancies. An Employee who applies for a vacant position shall not be permitted to reverse his decision to accept the position once they are placed on the new schedule and change in status paperwork has been processed.
- B. All transfers are subject to the approval of the losing and gaining U.S. Marshall. If the employee is not released and accepted by the respective U.S. Marshal, the transfer will not be permitted. The employer will process all employee requests for transfer if a vacancy exists to allow the government the opportunity to accept or reject applicant for a transfer.

SECTION 3.1.1 SHARED POSITION EMPLOYEES

Shared positions will be filled as described in Section 3.1

3.1.2 LAYOFF AND RECALL

- A. In the event of layoff or recall, when full-time or part-time shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Layoffs shall be done by location on the basis of seniority.

- B. Laid off employees may not displace employees at other locations.
- C. 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 force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another location in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he is transferred.
- D. Laid off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid off employees may decline recall to openings at locations other than the one from which they were laid off. Laid off employees declining recalls to their "home" location will be deemed to be voluntarily terminated. Laid off employees are not eligible for any compensation (other than required unemployment compensation, if deemed eligible).

SECTION 3.2 TEMPORARY ASSIGNMENTS

Due to changing work environment, all employees are subject to an assignment anywhere within the district on an as needed basis as determined by site supervisor. The assignments shall be temporary (not to exceed twenty (20) working days), and voluntary, unless there are no volunteers, in which case the Employer will require the least senior qualified employee to take the temporary assignment. The Employer will endeavor to use the officer that is nearest to the location using the above criteria as long as it does not violate USMS Districts and Weapons carrying requirements and the assignment does not result in overtime or any type of additional cost.

SECTION 3.3 INVOLUNTARY TRANSFER

For all transfers challenged by the Union that result in a reversed decision, (i) the Employee shall be returned to his previous site and (ii) the previous days off and shift shall be restored.

SECTION 3.4 APPOINTMENT OF REGULAR AND SUBSTITUTE LEAD CSO

Suitability shall include Employee's skills, experience, past performance, capabilities, prior disciplinary actions within the contract year, and the needs of the operation. Application for a lead CSO/SSO shall follow the vacancy announcement provision in Article 3, Section 3.1. The selection of a Lead CSO/SSO will be based on the sole discretion of the employer. Lead CSO/SSO's will not perform supervisory duties as described by the National Labor Relations Act. CSO's designated to act as substitute leads shall receive the applicable lead rate of pay. Lead CSOs/SSOs are required to act as a channel of communication for management. Leads will transmit management directions and instructions to CSOs/SSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and MVM Standards of Conduct and Post Orders.

ARTICLE 4 MANAGEMENT RIGHTS

Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of such right.

ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any disciplinary action directed by the US Marshals Service. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the directives of the US Marshals Service. The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

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 MVM Policy Number 205 and HHS Standards. The Company shall bear the cost of the first random drug screening from any sample taken. Should there be a positive result a second screening may be conducted from the same sample at the expense of the employee.

SECTION 5.3 GRIEVANCE PROCEDURES

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

- A. Step One - The Employee or Union will first discuss his complaint with his immediate supervisor not in the bargaining unit. If during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted, it may be submitted in writing to the Contract Manager in accordance with Step One.

- B. Step Two - If the matter is not resolved informally, the Employee or Union shall, not later than ten (10) days after the incident, 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, and shall be submitted to the Contract Manager or his designee. The Contract Manager or his designee shall have ten (10) days from the date the grievance was presented to him/her, to return his decision, in writing, with a copy to the aggrieved Employee or steward.
- C. Step Three - If the grievance is not settled in Step Two, the grievance may be appealed in writing to the Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager. The Director of Human Resources or his designee will have ten (10) days from the date the grievance was presented to him/her, to return his decision, in writing, with a copy to the aggrieved Employee and Steward.
- D. 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 designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that pertain to discipline involving the loss of time (e.g., suspension or termination) and that remain unsettled may be processed through arbitration by the Union, giving the MVM 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 of Section 5.3, which remain unsettled, shall be processed in accordance with the following procedures and limitations:

- A. Pre-Arbitration Hearing--The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Union President (or designee) to make a final effort in a meeting or via telephone conferencing to settle the grievance before arbitration.
- B. Selection of an Arbitrator--Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and Union will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. 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.

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

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

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

SECTION 5.7 EMPLOYEE REVIEW OF PERSONNEL FILE

The Employee shall have a right to review his own personnel file in the offices of the Company where such files are customarily maintained.

ARTICLE 6 DISCIPLINE

SECTION 6.1.1

After completion of the probationary period, no Employee shall be reprimanded, dismissed, or suspended without just cause, unless the action is ordered by the Government, or if the Employee's credentials are denied or terminated by the Marshals Service. The Company's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon the Company's established Standards of Conduct, which were developed to cover all security contracts. The Company has designed five (5) levels of corrective actions, which are permissive, not mandatory, as follows:

- Documented Warning/Official Counseling/Remedial or Additional Training, if appropriate
- Documented Warning/Letter of Reprimand/Remedial/Alternative Training
- Documented Probation/Remedial Training
- Suspension of Duty without Pay
- Termination

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 immediate termination. Repeated violations, regardless of their nature will be basis for counseling or disciplinary action. Once warned, Employees are expected to improve their performance and/or behavior. Failure to do so may lead to termination.

SECTION 6.1.2

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

SECTION 6.1.3

The Union has the right to grieve or arbitrate all Employees that are disciplined, except for cases when the Company is acting under the direction of the U.S. Marshals Service, or when the Government has notified the Employer, in writing, that the Government has lost confidence in the Employee. The Company will provide the Union, with a written statement setting forth the grounds for any disciplinary actions. Moreover, the Company retains the right to enforce CSO Standards of Conduct with disciplinary action up to and including termination, as required by Government contract.

SECTION 6.1.4

Any disciplinary action reports, other than for matters involving suspensions or terminations, shall be removed from an Employee's site file after one year. An Employee may review his site file in the presence of site supervisor, designee, and union representative if requested.

SECTION 6.2 ADMINISTRATIVE SUSPENSIONS

- A. When an employee is suspended without pay during the pendency of an investigation, other than due to government action, such employee may apply for unemployment compensation for the duration of such administrative suspension, however the employer reserves the right to challenge any claim for unemployment compensation. In addition, such Employee may seek and retain other employment without abandoning the Employee's position, or causing a break in the Employee's seniority which shall continue to accrue during the administrative suspensions.
- B. Administrative suspensions shall not exceed thirty (30) calendar days. If an investigation and disciplinary procedure has not been completed within thirty (30) calendar days, the Employee will be restored to duty, if permitted by the USMS, in the Employee's position with comparable pay scale until the investigation and disciplinary procedures are completed.

SECTION 6.3 NON-DISCRIMINATION FOR WORKER'S COMPENSATION

The parties will not discriminate against any Employee for exercising his or her rights under any Worker's Compensation Laws. Time lost due to temporary total or partial disabilities from injuries or occupational diseases arising out of and in the course of employment shall not be included in an Employee's attendance records as unauthorized absences, and shall not affect the

exercise of an Employee's seniority for job bidding or otherwise. An Employee's seniority shall continue to accrue during any such lost time.

ARTICLE 7 HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For purposes of this Article, a regular work week of forty (40) hours of work fifty-two (52) weeks per year (less holidays) if the post and hours are available, in the United States Marshals Service Contract, excluding lunch periods shall constitute a normal full-time workweek for full-time Employees. Employees working the minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If requested to work overtime time (i.e., over forty (40) hours in a workweek) or extra hours, the Employee shall be required to do so unless the Employee is excused for good cause.

Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the judges and/or Marshal's Service shall be used in the assignment of overtime except when the Employer is directed by U.S. Marshals Service, or in situations dictated by the availability of personnel and amount of notice given for overtime.

Reverse order shall be utilized after the seniority list has been exhausted and assignments remain unfilled. Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the union upon a request made to Employer.

SECTION 7.4 SHARED POSITION EMPLOYEES

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees shall be required to work all scheduled work hours, unless the Employee is excused for good cause.

SECTION 7.5 REST PERIOD

There shall be two fifteen (15) minute paid rest periods when properly relieved, and one (1) thirty (30) minute unpaid lunch 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 these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

SECTION 7.6 CALL-IN PAY

An employee called in to work who report as requested, will be guaranteed a minimum of four (4) hours of work or pay.

SECTION 7.7 SCHEDULING

Schedules, whenever possible, will be posted three (3) weeks in advance, except that Holiday Schedules will be posted four (4) weeks in advance, whenever possible. When changes to the schedule are necessary, the Company agrees to give as much notice as possible. Section 7.4 will be utilized to staff vacant posts. An employee is required to notify a lead, substitute lead, or site supervisor four (4) hours before his shift begins whenever he/she will not be reporting for work. The employer will make every effort to schedule employees with at least two (2) consecutive days off of work, unless such scheduling is not possible due to emergencies or to requirements of USMS.

SECTION 7.8 SHIFT DIFFERENTIAL

All work performed between the hours of six (6) PM and six (6) AM, shall be paid at \$1.30 above the employee's regular hourly rate.

SECTION 7.9 TRADE OF WORK DAYS OR SHIFT

- A. At the sole discretion of the Employer, 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 require the advance approval of the Site Supervisor.

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.

- B. 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.

C. Trades of Work Days or Shift will be limited to no more than six during the contract year starting October 1.

ARTICLE 8 WAGES

SECTION 8.1 WAGE SCHEDULE

The rate of pay for all Employees covered by this collective bargaining agreement will be as follows:

	<u>Current</u>	<u>10/1/2009</u>	<u>10/1/2010</u>	<u>10/1/2011</u>
Officers				
CSO with less <3 Yrs Service	\$25.55	\$25.13	\$25.88	\$26.66
CSO with more >3 Yrs Service	\$25.55	\$26.06	\$26.84	\$27.65
LCSO with less than 9 CSOs	\$26.41	\$27.06	\$27.84	\$28.65
LCSO with 9 or more CSOs	\$26.94	\$27.81	\$28.59	\$29.40
Health & Welfare	\$3.30	\$3.45	\$3.60	\$3.75
Pension	\$0.54	\$0.54	\$0.54	\$0.54
Uniform Allowance	\$0.14	\$0.14	\$0.14	\$0.14
Holidays	12	12	12	12
Vacation				
> 1 year	80	80	80	80
> 5 years	120	120	120	120
> 15 Years	160	160	160	160

Any CSO hired on or prior to August 31, 2009 will be grandfathered to receive the wage rate for the CSO with three (3) or more years of service.

SECTION 8.2 PAYDAY

All paychecks will be mailed to the address that the employee provides the MVM Payroll department to be received for payday on Friday following the pay period ending on Saturday, subject to change by mutual agreement.

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's rate of pay, proper adjustment will be made within one (1) week for undisputed errors over \$100.00, after the Company is given written notification of the error. All other such undisputed errors will be made on the next paycheck.

SECTION 8.4 BANKING

The Employer shall make its best efforts to develop relationships with local banks to facilitate banking and direct deposit.

SECTION 8.5 DIRECT DEPOSIT

The Employer may alternatively facilitate the ability for Employees to have their paychecks directly deposited into a bank account of their choice.

SECTION 8.6 PAY FOR SUBSTITUTE LCSO

The rate of pay for the Substitute LCSO, in the performance of his duties, shall be the same as the rate for the LCSO.

SECTION 8.7 PAY FOR FIREARMS INSTRUCTORS

- A. Employees working for the Company as firearms instructors to train other employees shall receive a \$500 annual stipend. The stipend shall be paid in the first pay period in December. To be eligible as an instructor the employee must have a valid Instructor Certificate.
- B. The instructor position is not a bargaining unit classification and may be filled by a qualified non-bargaining unit employee at the sole discretion of the employer.

ARTICLE 9 HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED--12

Whenever the term "holiday" is used, it shall mean New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. All Federal Holidays will be observed on the day that the Federal Government recognizes the Holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

9.2.1 A full time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if;

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

SECTION 9.2.2. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked, and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2.1.

SECTION 9.2.3. 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 non-worked holiday pay.

SECTION 9.2.4. Any regular shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to eight (8) hours based on the average weekly hours for the previous two (2) weeks' work.

SECTION 9.2.5. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2.1 above shall be paid a proration of the full-time benefit based on their average weekly hours for the previous two (2) weeks' work.

SECTION 9.3 NON-GOVERNMENT SHUT DOWN

In the event of a non-government shut down, the schedule will be made on the basis of seniority.

ARTICLE 10 VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

A. Eligible 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:

All employees and any new hire or rehire employee will receive the vacation benefits indicated.

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

B. All incumbent employees hired on or prior to August 31, 2009 will be grandfathered to receive vacation benefits in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of three (3) years of service	120 hours
Upon completion of ten (10) years of service	160 hours
Upon Completion of fifteen (15) years of service	200 hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular halftime schedule shall be entitled to one-half the full time vacation pay benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous year based on the Employee's anniversary date.
- C. The Company is obligated under its contract with the USMS to provide shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. The shared position Employee may be scheduled to work more than a part-time schedule. The Company will give the shared position Employee the maximum possible notice for schedule changes.
- D. Share-time employees will be required to perform work in accordance with the USMS Contract. The Employer will endeavor not to call share-time employees for work on their scheduled days off, but if called, the share-time employee will be required to work. Failure to report to work or frequent inaccessibility may result in disciplinary action up to and including termination of employment.

SECTION 10.3 SCHEDULING VACATIONS

The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company to maintain efficient operations.

Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his Lead CSO or Lead SSO, in writing, prior to April 1st of each year of his or her first and second choice for desired vacation periods, if any. The Employer will recognize unit seniority when scheduling Employees for vacation in accordance with Section 2.1. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements.

If by April 1, an Employee requests less than the total amount of said Employee's vacation entitlement, the Employee may request to schedule additional vacation at any time. However, such requests after April 1, shall be granted by the Employer in accordance with its operational needs without regard to seniority. The Company will not deny vacation requests when the Employee gives a minimum of seven (7) days' notice, and when it is possible to schedule full coverage without incurring overtime.

SECTION 10.4 PAY OPTIONS

Earned vacation pay shall be paid on a regular day prior to the commencement of that employee's vacation period, if any, provided a written request for such vacation pay is given by the employee to the Site Supervisor at least twenty (20) working days prior to the commencement of such vacation or intended pay day.

SECTION 10.5 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e., the anniversary date of employment) shall be paid to the Employee.

SECTION 10.6 PAY IN LIEU OF VACATION LEAVES

Employees will be required to schedule vacation prior to May 31. After the indicated date the Employer may schedule mandatory vacation, scheduling the employees with the most earned vacation first. Employees may request in writing to be paid for earned vacation pay of up to a maximum of forty (40) hours per contract year, in lieu of taking actual vacation leave, if they have the entitlement of one hundred and twenty (120) hours or more. More than forty (40) hours may only be paid in case of a verifiable emergency or if the Employer cannot permit the use of the vacation due to operational needs. Cashing out vacation time will cause Employee to forfeit unpaid leave benefits during the anniversary year, except as specified in Article 11.

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employee will be paid at his individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.8 VACATION- LAID OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

SECTION 10.9 VACATION INCREMENTS

Vacation days may be used in four (4) hour increments, by the Employees if approved at the sole discretion of the Employer.

ARTICLE 11 LEAVES OF ABSENCE

SECTION 11.1 PROCESSING LEAVES OF ABSENCE

- A. Excluding statutory leaves, it is understood that the employer has the sole discretion to approve or disapprove any leave of absence if the absence will create an open post. Leave of absence is not considered vacation.

All leaves of absence must be processed in the following manner:

- B. All requests for any unpaid leaves of absence shall be submitted in writing to the Site Supervisor at least ten (10) calendar days, or as soon as is practicable, prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
1. The reasons for such leave;
 2. The effective dates of such leave;
 3. The estimated date of return to work.
- C. The written request for leave of absence shall be submitted to the Contract Manager, by the Site Supervisor for final approval.
- D. If the request for leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- E. Extensions of the 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 of absence when feasible. Extensions when granted shall not total more than thirty (30) days.
- F. Service credit will be accrued during any absence as a result of a statutory leave (e.g. Worker's Compensation, FMLA, Military Leave, etc), or approved vacation, or approved paid absence.

SECTION 11.2 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. This type of leave will be granted only if the employee has exhausted all earned paid leave. Such leaves, if granted, are not to exceed 30 days. Employees on any unpaid leave of absence must use all available vacation or personal leave time until such paid leave time is exhausted. Length of service with the Employer shall not accrue for purposes of vacation, holiday or other accrued benefits while on unpaid leave of absence. The Employer will make every reasonable effort to maintain an Employee's position while on unpaid leave; however, there is no guarantee of reinstatement from any unpaid, non-statutory medical leave if leave exceeds thirty (30) days.

SECTION 11.3 MEDICAL LEAVE

Notwithstanding the above, all employees shall be eligible for leaves in accordance with the FMLA and applicable law. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and Employer may require employees taking FMLA-covered leaves to utilize paid time off as a part of the leaves so taken. For purposes of the FMLA, eligibility shall be measured, in part, based on the number of weeks of FMLA taken in the 12-month period proceeding the first day of the leave.

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

The Company agrees to honor the FMLA for all employees in the First Circuit for a specified period not to exceed 16 weeks in accordance with all pertinent regulations.

SECTION 11.4 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.5 UNION LEAVE

A Union officer or delegate will be granted an unpaid leave of absence upon written request from the local union president. Time off will be for the purposes of attending union conventions, or for attending local meetings pertaining to collective bargaining or to other matters of vital interest to the Union. The maximum number of days given for Union leave for Union officers is not to exceed 5 days per year. However, the local union president will be given one (1) day each month, cumulative for the year, except when such leave shall adversely affect service to the Client.

SECTION 11.6 PERSONAL LEAVE

- A. Employee may take sick/personal leave to a maximum of the amount accrued annually. The accrual year is based on year beginning October 1.
1. Full-Time – accrue sixteen (16) hours Personal/Sick quarterly per contract year beginning October 1 for the first three quarters and eight (8) hours in the last quarter. (Total of 56 Hours Annually)
 2. Shared Position – accrue sixteen (8) hours Personal/Sick quarterly per contract year beginning October 1 for the first three quarters and eight (4) hours in the last quarter. (Total of 28 Hours Annually)

Personal Leave will be granted and accrued quarterly as indicated below (Date Employee begins working on the contract, based on an October 1 contract start date.)	AMOUNT OF PERSONAL LEAVE EARNED	
	FULL-TIME	SHARED POSITION
October 1	16 Hours	8 hours
January 1	16 hours	8 hours
May 1	16 hours	8 hours
August 1	8 hours	4 hours

- B. Any new hire or rehire employee (rehire does not mean employees moving to a successor contract without a break in service) will accrue Personal/Sick benefits as indicated in Sections 1 and 2 of this paragraph, above. All incumbent employees hired on or prior to August 31, 2009 will be grandfathered to earn Personal Leave without change. Full-time employee will receive a maximum of fifty six (56) hours and Share-time employees will receive a maximum of twenty eight (28) hours. All Personal Leave for grandfathered employees will be front-loaded each year from October 1.
- C. Personal/Sick shall be used in not less than four (4) hour increments and shall be paid when taken by the Employees, only if approved in advance by the Site Supervisor or the Project Manager. If an Employee is absent for sixteen (16) or more hours using sick leave, he or she will be required to provide a medical certificate. If the employee is not at work and has a need for sick leave, he or she must call the control center in Boston at least four (4) hours prior to the start of the shift. The CSO on duty that receives the call will log the call and immediately call to notify the LCSO so that he/she may call a Share-Time replacement. Failure to comply with the four (4) hour notice requirement may result in an unauthorized absence subject to disciplinary action.
- D. 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.
- E. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours earned as of the date of termination. (Example: An Employee who terminates after working the first 4 months of the contract year at the full-time rate during the current contract year and earns sixteen (16) hours Personal/Sick Leave, but only uses eight (8) hours, would be eligible upon termination to be paid for the remaining eight (8) hours, unused Personal/Sick hours.). If the Employee has used more Personal/Sick days upon termination than she/he earned based upon

time worked on the contract (16 hours per quarter worked or 8 hours in last quarter of year) the amount of the overage will be deducted from the Employee's final paycheck.

- F. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance. Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.

SECTION 11.7 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to three (3) days bereavement pay if the death in the family occurs within a two hundred (200) mile radius of the Employees residence. and five (5) days bereavement pay if the death in the family occurs outside of a two hundred (200) mile radius of the Employee's home. Bereavement leave days shall be paid per death for the purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent in-law, spouse, child, grandchild, grandparent, sibling, or sibling in-law. Employee will notify the Site Supervisor, of the need for bereavement leave. Proof of funeral attendance may be required by the Employer. Bereavement days shall not be cumulative, nor shall they be payable if not used. Shared time seniority employees are eligible for this benefit only if regularly scheduled day of work is missed for this purpose.

SECTION 11.8 JURY DUTY

Full-time Employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving required jury duty. In order to be paid for this benefit, Employee must (a) provide the Lead CSO or Lead SSO with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, and (b) the Employee must also submit all compensation received (service fee and mileage) signed by Employee and made payable to the Company within five (5) days of the Employee's return to work from jury service. Employee will be compensated for the jury service on their next paycheck. Shared time seniority employees are eligible for this benefit only if regularly scheduled day of work is missed for this purpose.

SECTION 11.9 VOTING LEAVE

The Company and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules. The Company shall comply with all applicable laws that pertain to voting rights.

SECTION 11.10 EMERGENCY LEAVE WITHOUT PAY

An Employee who has exhausted or not accrued leave may be granted up to three (3) days leave without pay per Government contract year for personal emergencies with the approval from their supervisor or designee; such leave shall cover the twenty-four (24) hour leave requirement provided in the Massachusetts Small Necessities Act. Any Employee who is unable to report to

work must notify the Employer or his designee each day at least four (4) hours prior to the beginning of his scheduled shift.

SECTION 11.11 PROHIBITION AGAINST CERTAIN UNION ACTIVITY

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), make or receive phone calls, solicit membership, receive applications, or hold meetings of any kind for the transaction of Union business. Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business.

ARTICLE 12 HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

To be eligible for Health & Welfare Benefits, an employee must be a regular employee and work a minimum average of twenty (20) hours per week. Health and welfare payments shall be provided by the Employer on behalf of the Employee at the rate set forth below. The Employee may elect to have the payments placed in a plan sponsored by the Employer or by the Union, or the Employee may receive cash. The option to participate in the Employer Health plan must be made by not less than one hundred percent (100%) of the Employees who are members of the Union. Health and Welfare Benefits shall be as follows:

CURRENT	10/1/2009	10/1/2010	10/1/2011
\$3.30	\$3.45	\$3.60	\$3.75

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other Employee-paid fringe benefit programs, if available, to all Bargaining Unit Employees employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM MAINTENANCE AND SHOES

The Employer will pay the Employee fourteen cents per hour (\$0.14), up to forty (40) hours in a work week, for uniform maintenance allowance. The employer will provide one pair of shoes annually to each employee.

ARTICLE 13 MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the Government for the use of the Employees to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the U.S. Government. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. If a Company provided physician is made available that will be the required method to obtain a physical. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of ninety-five (\$95.00) per examination. Receipts must be furnished by the Employee in order to process reimbursement. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination. The employee will be responsible for all follow-up examinations required as a result of a personal condition which disqualifies them for work on the contract.

Employees shall be permitted to report for a physical during work hours if an appointment is scheduled with an Employer designated clinic or physician. The Employer shall make efforts to assist with scheduling of appointments at Employer designated clinics or physicians' offices.

Physical medical examinations may be required by 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 from a list of certified physicians or clinics provided by USMS.

SECTION 13.3 TRAVEL EXPENSES

The Employer will provide advance payments for approved travel expenses up-front if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to stay overnight, and the proper per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days of the day the Employer receives the travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the Government break rooms for Employees for breaks and lunch without management using the room as an office, and will make its best effort to have the Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the Government for the use of the Employees. The providing of these facilities is the prerogative of the U.S. Government. The Employer will only open an Employee's locker when directed to do so by the USMS or when there is approval from the Contract Manager. The Employer will attempt to do all searches in the presence of the Employee and/or a Union steward or official.

SECTION 13.6 DAYS OFF

The employer will make every effort to scheduled employees with at least two (2) consecutive days off of work, unless scheduling does not permit in cases of emergency, or as directed by the USMS or for the requirements of service to USMS.

ARTICLE 14 401(K) PLAN

The Employer shall provide a 401(k) Plan to which bargaining unit Employees are eligible to contribute. Employees shall be subject to the eligibility requirements and rules of the Plan. A Pension payment of fifty four (\$0.54) cents will be made to employees for each hour worked and it will be deposited into the Employer's 401(k) Plan.

ARTICLE 15 TRAINING

The Employer will make its best effort to implement its advanced CSO training program to enhance the professional capabilities of the Employees. Actual scheduling of training is subject to approval by the U.S. Government and may be subject to funding by the U.S. Government.

ARTICLE 16 SAFETY

SECTION 16.1 SAFETY POLICY

It is the policy of the Employer to provide Employees with work places and conditions of employment that are free from or protected against occupational safety and health hazards. The Employer agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 16.2 OSHA STANDARDS

The Employer will report any safety violations observed or reported to the Employer in any Government provided Employee workstations and break rooms.

ARTICLE 17 CONTINUITY OF OPERATIONS

SECTION 17.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that 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.
- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may 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.

SECTION 17.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE 18 SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of company jurisdiction or through government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

SECTION 1. The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the judicial facilities. In the event a government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government's directive with the goal of resolving the deviation.

SECTION 2. The Union acknowledges that the Employer has entered into the Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Employer within the scope of the Contract. Any determination by the Government to supersede the above understanding of the parties must be in written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union or Employee is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision.

SECTION 3. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer.

SECTION 4. Any compensation or expenses required by the Government to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

ARTICLE 20 ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

ARTICLE 21 DURATION

This Agreement shall be effective upon its execution by both parties and it supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on August 31, 2012 with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written notice to the other party before June 1, 2012. In the event such notice is not given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

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 US Marshals Service that the Employer's contract will be re-procured 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 said receipt.

Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the federal courts and other federal office buildings pursuant to its contract(s) with the USMS for security services. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

ARTICLE 22 WAIVER

SECTION 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 23 AMENDMENT

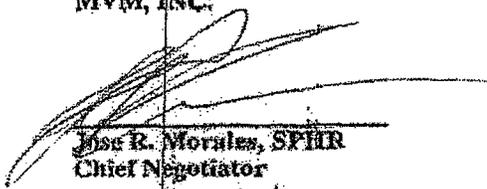
This Agreement may be amended in writing by mutual agreement of the Employer and the Union.

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

COURT SECURITY OFFICERS ASSOCIATION

MVM, INC.

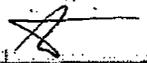

William Morrison, President


Jose R. Morales, SPHR
Chief Negotiator

Date: 9-3-09

Date: 9/4/09


Guy Baillargeon


James Robertson
Director, Human Resources

Date: 9-3-09

Date: 10/7/09


Mark Dowgiewicz

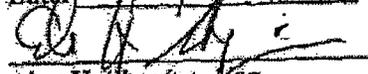

James Dolan
Project Manager

Date: 9-3-09

Date: 9/3/2009


Joseph Consentino

Date: 9/3/2009


Alan H. Shapiro, Esq.

Date: 9/4/09