

AGREEMENT

Between



MVM, Inc.

And



United Government Security Officers of America,

International Union (UGSOA) and its Local 171

October 1, 2010 through September 30, 2013

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PREAMBLE

This Agreement entered into this day of August TBD, 2010 by and between MVM, Incorporated (hereinafter referred to as the "Company or the "Employer) and the United Government Security Officers of America, International Union (UGSOA) and its Local 171, (hereinafter referred to as the "Union"). All non-economic provisions of this Agreement and the "Current" economic provisions set forth in Appendix A shall be in effect as of the date of this Agreement unless specifically abridged in this agreement. The subsequent changes to the economic provisions of the Agreement shall become effective on October 1, 2010, as set forth in Appendix A.

ARTICLE 1: BARGAINING UNIT

- A. This agreement is entered between MVM, Incorporated (hereinafter referred to as the "Employer" or "Company"), and United Government Security Officers of America, International Union (UGSOA) and its Local 171 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative of the employees in the unit defined below for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and shared position Court Security Officers (CSOs) and Lead Court Security Officers (LCSOs) employed by the Company in the 3rd Circuit in the District of New Jersey in the cities of Newark, Trenton and Camden, excluding all other employees including office clerical employees and professional employees as defined under the National Labor Relations Act.
- C. This agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.
- D. All uses of a pronoun denoting gender shall include both male and female

ARTICLE 2: BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities. 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.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.
- C. **Intent of Parties.** The Union and the Company agree to work sincerely and

wholeheartedly to the end that the provisions of the Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth their best efforts to cause the Bargaining Unit employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-activity in the Union.

ARTICLE 3: MANAGEMENT'S RETAINED RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of Management.

These rights include:

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

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

- C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA Section 8(d). Any of these proposed changes must be negotiated with the Union in accordance to the NLRA, prior to implementation.

ARTICLE 4: CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work forty (40) hours a week.
- B. Shared position is a USMS designation for 40-hour workweek positions that generally require two (2) CSOs to work a combined total of 40 hours a week. Both CSOs filling the shared position must be available to be scheduled to work during the 40-hour workweek. The Company may use shared CSO positions to: (1) provide full staffing level coverage; (2) increase security levels, as needed; and (3) avoid unnecessary use of overtime. Shared position employees may be required to work any tour of duty required by the Company, including nights, weekends and holidays or any combination thereof, and may be required to work more than a part time schedule. The Company has sole discretion in assigning these tours. The Company will give a shared position Employee the maximum possible notice for schedule changes. Failure to work when so scheduled or called to work may result in disciplinary action.
- C. Shared position Employees will be required to sign the Shared Officer Agreement.
- D. The Company recognizes that there are only two classifications of officers; full-time and shared time. The only exception will be exigent circumstances imposed by the USMS.

ARTICLE 5: 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, Vietnam Era Veterans status, disability or other protected status. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive Orders pertaining to non-discrimination and to equal opportunity in employment.
- C. The provisions of this article will not operate to invalidate any term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE 6: PROBATIONARY EMPLOYEES

Newly hired full time employees will be considered Probationary Employees for the first ninety (90) calendar days after their date of hire. Newly hired shared position employees will be considered Probationary Employees for the first one hundred and twenty (120) calendar days after their date of hire. 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 suspensions, discipline, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. 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 can be extended by mutual agreement between the Company and the Union.

ARTICLE 7: SENIORITY

- A. Seniority shall be the length of continuous service within the bargaining unit from the Employee's last date of hire as a CSO or LCSO for the Employer, past or present, and/or any predecessor Employer in the 3rd Circuit in the District of New Jersey in the cities of Newark, Trenton and Camden. Seniority shall be applicable in determining the order of layoff/recall and transfers within the Local. Seniority is not to be confused with years of service, which determines the amount of vacation leave per Article 16 of this CBA.
- B. Worksite seniority shall be the length of continuous service within the worksite. Local 171 has three worksites as follows: Newark, Trenton and Camden. Worksite seniority shall be applicable in determining shift bidding, filling vacant shifts, scheduling holidays, scheduling vacation leave, scheduling extra work and overtime, using a rotating seniority list (reverse list if applicable). Only on the holiday scheduling, if an employee refuses his/her turn, their name shall go to the bottom of the list, as if they had worked.
- C. Any full-time CSO, who returns to share-time classification, by his/her request will retain their seniority and may bid on an opening according to their seniority, however, they will be subject to a ninety day waiting period before they can bid on a Full-time position.
- D. 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 a period of one hundred eighty (180) days unless a longer period is required by Federal or State Law (FMLA or other statutory leave), 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 a period of one (1) year or the term of their disability, whichever is shorter, unless a longer period is required by Federal or State Law except that they shall be subject to lay-off according to their seniority.

E. **Bumping Rights:** Employees whose job position has changed , altered or adjusted (relocating of shifts, changing of hours of shifts, changes of days off, or eliminating of shifts) the position shall be posted and filled in accordance with Section 7 filling of vacancies. The employee who was affected by the change may "bid" on the changed position or "bump" into a position of the same classification where their seniority allows. Employees with less seniority in the same classification shall "bump" into other positions with least senior employee filling the last remaining position.

F. Any employee who is granted an approved leave of absence will continue to accrue Seniority during the leave period.

G. Layoff/Recall

1. In the event of a layoff or recall from a layoff, overall Seniority shall control (i.e., unit- wide Seniority, not site-specific Seniority). The employee with the least overall Seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees shall be laid off before any employees with seniority. It is the responsibility of the laid off employee to keep the Company and the Union advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report to duty.

2. In the event a building or site is to be closed within the district, the Employer will provide the Union with advance notice of same as soon as practicable and the parties shall immediately commence negotiations concerning the reassignment of affected Employees. If no agreement can be reached in advance of the date of closure, the layoff provisions above shall apply until an agreement is reached.

H. Termination Of Seniority - An employee's Seniority shall be terminated upon the following events:

1. Employee is discharged for just cause;
2. Employee voluntarily quits or retires;
3. Employee has failed to express his/her intent to return to work, and/or does not return to work in accordance with requirements in this Article;
4. Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
5. 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;
6. The employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
7. The USMS, or other U.S. Government agency with authority to issue CSO and LCSO credentials, revokes the Employee's credentials as a CSO or LCSO;
8. Employee permanently transfers out of the bargaining unit under and subject to Article 7, Section M.

I. Seniority List - The Company shall prepare an up-to-date Seniority list, which shall be posted on the Union bulletin board. The Company shall furnish to the Union a duplicate copy of such Seniority list twice each year, advising monthly of any additions or deletions thereto.

J. Filling Vacancies- If a vacancy occurs in a regular full time position covered by this Agreement or a new position is added and the Company chooses to fill the position, the position will be posted for a period of two (2) working days (excluding Saturdays, Sundays and Holidays) at all sites within the Unit and all Employees may bid on the vacancy. The vacancy shall be awarded to the senior bidder at the site where the vacancy exists, if any. If no Employee at the site where the vacancy exists bids on the vacancy, the vacancy shall be awarded to the senior bidder at the other sites. All Shared Position Employees who have notified the Site Supervisor, in writing, of their intent to apply for a Full-Time position and who are not scheduled to work during that two (2) day posting period, and any Employees on vacation or on other approved leave will be notified by the Company of the vacancy to the extent possible. The Site Supervisor will also notify the Union's Site Vice-President of such openings. The Union's Site Vice-President will then verify that all Shared Position Employees have been notified by the Company.

The Company will follow a similar procedure for any Shared Position vacancies, provided that any Shared Position Employee who wishes to change his/her assigned site, shall submit a request for transfer to the Contract Manager and the most senior Shared Position employee requesting a transfer, if any, shall be transferred to the next available Shared Position vacancy at the site requested prior to application of the bidding procedure set forth above. Such requests must be resubmitted annually.

K. Temporary Assignments

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position or assign an Employee to a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. Temporary assignments shall not exceed 90 days per employee. Any assignment expected by the Company to last more than 90 days (or which in fact lasts longer than 90 days whether expected or not) shall be posted and filled in accordance with Article 7(J) above. To the extent feasible, the assignment shall be a voluntary selection based on Union Seniority. In the absence of volunteers, assignments shall be made using reverse seniority.

Employees so assigned will receive during the term of their temporary reassignment the higher of:

- A. The hourly base wage available to Employees regularly assigned to the site to which the Employee is being temporarily assigned; or
 - B. Their regular hourly wage Employees receive at their regular assigned site under this agreement.
- L. **Appointment of LCSO's** - The USMS in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSO's. Based on these guidelines, all appointments of Lead CSO's will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Company's determination, Employees are equally qualified, seniority will prevail.
- M. **Transfer Out of Bargaining Unit** - Any Bargaining Unit Employee who is promoted to and remains in a non-bargaining unit position for more than sixty (60) days shall lose his/her seniority. If he/she returns to the bargaining unit at a later date his/her new seniority shall start on that return date for seniority and worksite seniority purposes.

ARTICLE 8: DISCIPLINE AND DISCHARGE

- A. After completion of the probationary period, as specified in Article 6, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the Contract by the Government, or revocation of required CSO credentials by the US Marshals Service (or its successor) and the Employer. Any temporary or permanent removal of an employee by determination of the USMS (or its successor) and not excluded by the Contract (i.e. removal for failure to meet the Contract's medical and/or physical qualification standards and/or firearms qualifications) shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the USMS's action within seven (7) calendar days of the receipt of such notice. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that it may legally release, including information in writing evidencing that such removal was requested by the Government or necessitated by the revocation of the employee's required CSO credentials by the USMS, and will provide the Union with any relevant information concerning the proper Government point(s) of contact and their contact data. At the end of fourteen (14) days the Company may designate the termination as final. Where the decision on the employee's removal was made the Employer shall be held harmless by the Union and the employee for any further claims arising out of the removal. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.
- B. The Company may otherwise discipline and discharge employee for just cause, including, but not limited to, failure to comply with the USMS, Government, or Company standards. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures may result in dismissal. All discipline shall be subject to the grievance and arbitration procedures, except for discharges on direction of the USMS, which shall not be subject to arbitration.
- C. 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 or suspension, demotion, and termination.
- D. Any time an employee is to be interviewed and disciplinary action may be taken, the Employee shall have the option to have a Union representative present upon request. Both the Employee and the Union representative shall be entitled to know the subject of the interview session, and shall be entitled to consult prior to the session.

E. **Absences Without Leave**—Employees are expected to come to work unless leave has been granted in accordance with Articles 12, 16 or 17. Employees who incur excessive absences without approved leave shall be subject to discipline as suggested, but not required, below:

1. More than three (3) days of absence without approved leave in a rolling calendar year: verbal warning.
2. More than four (4) days of absence in a rolling calendar year: written warning.
3. More than five (5) days of absence without approved leave in a rolling calendar year: reduction of pay by \$1 per hour for period of thirty (30) days.
4. More than six (6) days of absence without approved leave in a rolling calendar year: termination, or, at the Company's discretion, the employee may be permitted to remain an employee subject to any conditions deemed appropriate by the Company in its discretion.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute arising out of or relating to this Agreement, including any dispute concerning the application or interpretation of this Agreement, as well as any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.
- B. **Time Limits.** The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. It is understood that days is interpreted to be business days. The time limits specified may be extended by written mutual agreement. While it is the intent of the Company to respond to grievances on a timely basis, if the Company fails to respond to a grievance within the time period allotted for a specific step, the grievance may be treated by the Union as denied at that Step and the Employee or Union may proceed to the next Step. The parties by mutual written agreement may agree to extend any of the time limitations.

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

Informal Step - Both the Company and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit, within 10 days of the incident to start the informal step. 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 within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated, the circumstances surrounding the grievance, and the adjustment or relief sought. 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.

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/her 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.

Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure within ten (10) days of the imposition of the discipline involved.

D. Arbitration Procedure:

1. **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.
2. **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 following that conference the grievance remains unresolved, the Union may within fifteen (15) days of the date of the conference request the American Arbitration Association (AAA) or the Federal Medial and Conciliation Services (FMCS) to supply a list of arbitrators. An arbitrator will be selected from the list supplied pursuant to the rules of the AAA or FMCS.
3. **Decision of the Arbitrator**- The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be rendered soon as possible after the dispute has been submitted to him/her. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for non-compliance, however if it is necessary to enforce compliance through the courts, the noncompliant party will be liable for attorney's fees and court costs of the party seeking to confirm or enforce the award. Any award of reinstatement shall be subject to the USMS permitting the Employee to return to work. Should the USMS refuse to allow the Employee to return to work in the court security program, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer. The Employer shall in such cases remain responsible for any back pay found by the arbitrator to be due.

4. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript cost, shall be borne by the party requesting such services.
5. **Class Action.** The Union shall have the right to file a group grievance (class action) or grievance involving more than one employee at Step One of the process.
6. **Individual Grievance.** No individual employee may move a grievance to arbitration.

ARTICLE 10: HOURS WORKED AND OVERTIME

- A. **Workday.** A regular workday is defined as a continuous eight (8) hours for both full-time and share-time employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the USMS. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.
- B. **Work Day and/or Shift Change.** CSO's will be granted mutual work day and/or shift changes with another CSO provided that it does not incur overtime or disrupt the continuity of scheduling. When such a work day and/or shift change is made, the employee must inform the supervisor 3 days prior to the change and it must be approved in advance.
- C. **Overtime Pay.** Overtime pay is calculated at one and one-half (1 and 1/2) times the employee's regular base pay rate as defined by the FLSA for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., vacation, personal leave and holidays, do not count as hours worked for overtime purposes. The Company will not adjust an employee's weekly schedule to reduce overtime paid to the employee. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.
- D. **Days Off.** The Employer shall endeavor to construct work schedules to provide two (2) days off in a row for time off.
- E. **Shared Time Employees.** Shared position employees will be required to perform work in accordance with the USMS Contract, and failure to report to work or habitual inaccessibility may lead to discipline.

F. Overtime Assignments

1. Employees will be expected to work reasonable overtime assignments. If requested to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee is excused for good cause.
 2. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work site requiring the overtime. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.
 3. A list of volunteers for overtime shall be compiled by the Union for each site in Seniority order, as that term is defined in Article 7, Section A. Notwithstanding Section 10(F)2, above, whenever the Company has advance knowledge of forty-eight (48) hours or more that overtime work will be required, such work will first be offered to employees on the voluntary overtime list compiled for the work site where the overtime work exists. When the senior volunteer works overtime, his/her name will go to the bottom of the list. When the volunteer is next on the list and declines the overtime, he/she will be passed over and the next employee on the list will be offered the overtime. The employee who declined the work will be next in turn for overtime. If the overtime work cannot be filled on a voluntary basis, the overtime work will be assigned by reverse seniority within the work location. Employees who declined offered overtime nevertheless may be required to work overtime as a result of this process. An employee will not have the right to refuse such an assignment except where the employee can demonstrate verifiable, exigent circumstances that would make working overtime on that particular occasion unfairly burdensome. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who did not work overtime in the order of reverse Seniority.
- G. There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving his post. One rest period shall be in the first half of the shift. On occasion due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and if so, they will be compensated at their appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks.

ARTICLE 11: WAGES

- A. Wages and Payday.** 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. Call in Pay.** In the event that an Employee reports to work for his/her shift without being notified not to report, and work is not available, the Employee shall be paid for four (4) hours Reporting Pay at the Employee's regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's obligation to pay such Reporting Pay.

ARTICLE 12: LEAVE OF ABSENCE

- A. Personal Leave.** Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of Seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An Employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefit for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, in a case of verified personal emergency.
- B. Holiday.** Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off (RDO's), vacation or personal leave.
- C. FMLA Leave.** The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50 mile radius. During any FMLA Leave all accrued paid time off will be used concurrently as permitted by law. During medical leave, the Employee may be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

- D. Military Leave.** The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.
- E. Union Leave -** Upon request of the Union, the Company shall not refuse the reasonable requests of the Union for unpaid leave for Union representatives to attend to UGSOA business (i.e., conferences, meetings and the like), subject to a maximum of twelve (12) cumulative days per calendar year. The maximum cumulative days set forth in this section do not include time spent handling grievances during working time at the discretion of the Employer, as provided under Article 19(F).
- F.** If an Employee files for medical leave on false pretext or works for another employer while on leave under this article without pre-authorization from the Company, the Employee will be subject to termination.

ARTICLE 13: BULLETIN BOARD

- A.** The Company 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.
- B.** The bulletin board may be placed at the work location only if permitted by the USMS. There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising, or political matters during work hours.
- C.** Employer has no say in the use of bulletin board, except as required by the Court or USMS. The placement of any material that is derogatory or obscene is prohibited. Only Union officials and shop stewards shall be authorized to place and/or remove Union-related information on the designated Bulletin Boards.

ARTICLE 14: BEREAVEMENT LEAVE

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

- B. Each Employee may receive up to three (3) days paid Bereavement Leave per occurrence of a death of an immediate family member, at the Employee's straight-time rate of pay. If the funeral of the immediate family member takes place in excess of two hundred (200) miles from the Employee's residence, the Employee may receive up an additional two (2) days paid Bereavement Leave.

- C. The Employee will notify his/her supervisor as soon as possible of the need for Bereavement leave. The Employer may require proof of the death for which an Employee requests a paid leave.

ARTICLE 15: 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	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day.	*Employee's Birthday

*The Employee's Birthday holiday is a floating day to be used within the month of the Employees' actual birthday. The employee must make a written request to take the holiday and obtain approval from the Site Supervisor in advance. If the employee is unable or fails to take the holiday within the permitted time frame, the Employee will receive appropriate holiday pay in the next full pay period.

If the President of the United States or the U.S. Congress declares a new permanent national holiday, then such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the Employer obtaining a contract modification approval from the Government or on the contract renewal date if the holiday is observed at least ninety (90) days prior to the contract renewal date, but not later than the next contract renewal date for the following year, whichever shall occur first.

- B. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, including any shift premium for that holiday.
- C. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described above in Section 15(B).
- D. Shared time employees will receive holiday pay prorated based on their prior (one: week's hours of work divided by forty (40) with a minimum of at least four (4) hours pay for any holiday.
- E. Any shared time Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in Section 15(D).
- F. In the event that the Christmas Holiday falls on a weekend, the term "Holiday" will refer to December 25 and not the day the U.S. Government designates as the Holiday.
- G. Employees receive one and one-half (1.5) the appropriate rate of pay for working as scheduled on Christmas Day and Thanksgiving Day, in addition to the eight hours holiday pay.
- H. Holiday work will be offered first to volunteers by rotating Seniority within the site for which the Holiday work is available. Any Holiday work not so filled will then be assigned by rotating reverse Seniority within the site for which the Holiday work is available. An Employee shall not receive Holiday Pay for a Holiday if the Employee is scheduled to work on a Holiday and fails to report for such work. The Employee shall also be subject to discipline for failing to report for such work.

ARTICLE 16: VACATIONS

Full time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer or predecessor employers (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

- A. Full time employees covered by this Agreement who have been employed continuously with the Employer or any other employer as a CSO or LCSO, for a period completing one (1) year shall receive two (2) weeks paid vacation based on 80 hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been employed continuously with the Employer or any other Employer as a CSO or LCSO, for period completing five (5) years 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 employed continuously with the Employer or any other Employer as a CSO or LCSO for a period completing ten (10) years 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 employed continuously with the Employer or any other Employer as a CSO or LCSO for a period completing twenty five (25) years shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay
- E. Any new hire or rehire employee will receive the vacation benefits as indicated in paragraph D above. All incumbent employees hired prior to or on September 30, 2010 will be grandfathered to receive (200) hours of vacation upon completion of fifteen (15) years of service. A rehire does not include employees hired from a predecessor contract upon award of a new contract or those that have been terminated and reinstated as a result of a grievance resolution or third party decision if the conditions are to restore prior years of service and seniority.
- F. Cash maybe paid in lieu of the 5th week, at the Company's discretion.
- G. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Sections 16.A-E, based on their individual hourly rate, the number of hours paid in the previous year, and the Employee's anniversary date. A minimum of one-half the full- time benefit is guaranteed for Employees who have been paid for at least 1040 hours in the previous year.

- H. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in Section 16.G, (per the Service Contract Act).
- I. 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.
- J. Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.
- K. Vacation bidding for all Employees (full time and share time) will take place from October 1st through December 15th, of each year, for the following January calendar year. Vacation will be granted based on relative site specific Seniority after the close of the bidding process. Vacation picks will be in two (2) week increments with the bidding process to take place as many times as needed. Vacations of two (2) weeks or more may be approved with advance notice to the Company. After the completion of the bidding process, all other vacations will be granted on a first come first serve basis. A log must be kept by the Site Supervisor of vacation assignments which shall be available on reasonable request of the Union for review.
- L. Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of Vacation time may take their vacation in segments of less than one (1) week each. Vacations must be taken in not less than one (1) day increments. The Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the Employee and the Employer in line with the seniority of an employee. In order to insure orderly and efficient operations and meet Government contract requirements, the Employer retains the ultimate right to approve or disapprove vacation schedules developed in the process set forth above, but will not act arbitrarily in exercising that right. The Company shall have the right to cancel a previously approved vacation in order to avoid expenditure of excessive overtime, provided that in such cases the Company will first solicit volunteers and will reimburse the Employee for the mitigated expenses that the Employee and immediate family (spouse and minor children living at home) have actually incurred. Mitigated expenses are those that have actually been paid to a third party (prepaid vacation expenses such as airline tickets, cruise tickets, hotel reservations, vehicle rentals, etc.) by the Employee prior to the Company canceling the Employee's vacation and for which the Employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses will be required for claims.

- M. Upon termination of employment employees will be paid at their individual base rate vacation earned as of their last anniversary date but not used.
- N. 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 (based on the Employee's anniversary date of employment) shall be cashed out at the employee's base rate and paid to the Employee.
- O. Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on a leave of absence or laid-off unless otherwise required by the United States Department of Labor.

ARTICLE 17: SICK/PERSONAL LEAVE BENEFITS
PERSONAL / SICK LEAVE

- A. Employees will be entitled to sick/personal leave in the amounts contained in the table provided below:

Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Month 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 – 29	48 hours	24 hours
March 1 – 31	42 hours	21 hours
April 1 – 30	36 hours	18 hours
May 1 – 31	30 hours	15 hours
June 1 – 30	24 hours	12hours
July 1 – 31	18 hours	9 hours
August 1 – 31	12 hours	6 hours
September 1 - 30	6 hours	3 hours

- B. Personal/Sick may be taken in not less than one (1) hour increments and shall be paid at the employee's regular base rate, when taken by the Employee, as approved in a timely fashion in advance by the Site Supervisor. A log must be kept by the Site Supervisor which shall be available on reasonable request of the Union for review. All days granted will be on a first come first served basis. Personal days may not be used instead of, or as an extension to a scheduled Vacation unless previously approved by the Company.

- C. Shared position Employees will receive one-half the full time Personal/Sick leave per full contract year worked. At the end of the contract year, any shared position Employee who was paid more than half the full-time hours (1040 hours) will receive additional prorated Personal/Sick leave based on the number of hours the Employee was paid during that contract year.
- D. Unused Personal/Sick hours shall not be cumulative from year to year. Any unused, earned Personal/Sick Leave pay will be paid to Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns sixteen (16) hours Personal/Sick Leave, but only uses eight (8) hours, would be eligible upon termination to be paid for the eight (8) 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 (4 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only four months and therefore earns 16 hours Personal/Sick Leave, but actually uses 24 hours Personal Leave, the extra 8 hours pay will be deducted from employee's final paycheck).
- F. An Employee who is unable to report to work because of illness must call in at least three (3) hours prior to the beginning of his/her regular shift in order to be eligible for paid Sick/Personal Leave. Employees may use accrued Sick/Personal Leave to cover such absences. Sick/Personal Leave will be payable for full days of absence due to illness commencing on the first day of such absence. The Employer may require written proof of the Employee's disability or require a written statement from a medical care provider if the Employee's absence exceeds three (3) consecutive days.
- G. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

ARTICLE 18: JURY SERVICE

- A. All employees serving jury duty on a scheduled work day, upon written notice that the employee has served, the Employer shall reimburse employee up to five (5) days per contract year, less all fees collected for serving, at a regular rate of base pay.
- B. 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 19: SITE VICE-PRESIDENT / STEWARDS

- A. "Union Business" as used in this Article, shall mean bona fide responsibilities of Site Vice President's conducted on behalf of Employees in the Bargaining Unit.
- B. The Employer agrees to recognize one (1) Site Vice-President and in addition one (1) steward for each site and shift, duly appointed by the Union, Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties.
- C. A Steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union business. For unscheduled events that require the Steward's immediate attention, such permission shall be given as soon as possible in accordance with operational requirements. Requests for scheduled events shall be submitted at least one calendar day in advance and shall be granted if possible in accordance with operational requirements. The Company recognizes that at times certain Union events may require the Site V.P.'s attention.
- D. A Steward who leaves his or her work station to conduct any Union business after obtaining such permission shall clock out at the time that he/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business.
- E. The Union shall notify the Employer of the identity of authorized Union representatives.
- F. Neither Union officials nor Union members shall, during working time, excluding lunch and break times, receive phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE 20: PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the USMS, its representative or agents, or at the Company's direction, or as a condition of initial and continued employment, the Company may require applicants and employees to submit to physical examinations, to determine fitness or duty under standards set by the USMS 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. The Employer has the right to choose the physician who will perform the physical exam.
- B. Company may also require, at the Company's direction or pursuant to the direction of the USMS, its representative or agent, that an employee undergo such examination on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Company shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. The Company shall also bear the cost of all pre-approved follow-up examinations or testing performed by or through a Company-designated physician. If an employee prefers to have follow-up examinations or testing performed by or through his/her own physician, the Company shall pay the cost of the employee's co-payments, up to a maximum of \$35.00 per visit. The Company will prearrange billing for follow-up examinations or testing being performed by or through a Company-designated physician and provide the name and office location of the physician and/or testing facility. An Employee opting to use a Company-designated physician for follow-up examination or testing must seek pre-approval from the Company in order to ensure the need for the exam or test at issue. The Company shall pay a full-time Employee up to two (2) hours for time spent taking an annual examination. Employees will be permitted to use earned paid time off (personal or vacation) when attending a follow-up examination by requesting and obtaining approval prior to appointment.
- C. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshals Service or its representatives or agent, the Employer shall pay the cost of resulting follow-up tests or examinations. The Company will submit for consideration input provided by the employee's private physician if submitted in a timely manner.

ARTICLE 21: 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 three (3) days after the thirtieth (30th) day following the effective date of this Agreement, or within three (3) days following the thirtieth day of employment, whichever is later. Each Employee shall remain a member of the Union in good standing, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, paying an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of, this Agreement. Payment of membership dues (or the service fee, as applicable) shall not be required as a condition of employment during leaves of absence without pay that exceed thirty (30) days.
- B. Upon execution of this Agreement and from time to time thereafter as necessary, the Union shall notify the Employer in writing of the current amount of the initiation fee, monthly dues, and the name and address of the Union official to whom the Employer should remit the initiation fees and dues withheld per Section C, below.
- C. Upon receiving an Employee's individual written authorization signed by the Employee, the Employer shall withhold the Union initiation fees and dues from that Employee's wages. Authorization forms are to be provided by the Union. The Employer shall remit to the Union official, designated in writing under Section B above, all dues and initiation fees so withheld. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The remittances shall be mailed no later than the next payday of the members whose dues were deducted. The Union shall advise the Employer when an Employee's membership in the Union has been cancelled or terminated. Errors made by the Company in the deduction or remittance of monies 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 Union agrees to indemnify, defend, and save the Employer harmless against any claim, suit, judgment, or liability of any sort whatsoever arising from the Employer's compliance with the provisions of this Article, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union.

- D. The Employer shall terminate an employee who fails to remit to the Union membership dues (or the service fee) upon notice from the Union consistent with the procedures of this Article 21(D). Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given written notice sent certified mail by the Union advising the Employee of the amounts owed and indicating that absent receipt of the full amount owed within thirty (30) days of the date of the notice that the Union will demand that the Employer terminate the Employee pursuant to the Agreement. If the employee fails to pay the amounts then outstanding, the Union will notify the Company in writing and provide documentation of the notice provided to said Employee with the request for the Company to terminate said Employee. The Company shall then notify the Employee in writing that unless the amounts then outstanding are tendered to the Union within two (2) weeks of the date of the notice, the employee will be terminated. The obligations set forth in this Section shall only be effective to the extent permitted by controlling law. The Union agrees to indemnify and save the Company harmless against any claims, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section, including, but not limited to, any claims by any Employee(s) and compliance with the law.

ARTICLE 22: STRIKES AND LOCK-OUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.
- B. Upon hearing of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Article 9 of this Agreement.

- C. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment established by the Union or established by any other labor organization or group shall constitute a violation of Section A of this Article. Any Employee who violates the proscriptions of this Article will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE 23: BENEFITS

- A. **Health and Welfare** - During the term of this Agreement, the Employer will make health and welfare payments to Employees at the rate set forth in Appendix A to this Agreement on all hours paid up to forty (40) hours per week to a maximum of 2,080 hours per contract year. The Employer shall continue the practice of paying the health and welfare payments on an Employee's check, unless otherwise directed by the Employee in accordance with the Employee's election to participate in other fringe benefit options under this Agreement.
- B. **Pension** - During the term of this Agreement, the Employer will make a pension contribution on behalf of each Employee at the rate set forth in Appendix A to this Agreement on all hours paid up to forty (40) hours per week to a maximum of 2,080 hours per contract year. The Employer shall continue the practice of paying the pension payment on an Employee's check, unless otherwise directed by the Employee in accordance with the Employee's election to participate in other fringe benefit options under this Agreement.
- C. **Uniform Allowance** - During the term of this agreement, the employer shall pay a uniform maintenance allowance on all regular hours worked to each employee at the rate set forth in Appendix A to this Agreement. The Employer shall provide all equipment, uniforms and shoes for the Employee at no cost to the Employee. One pair of shoes will be provided annually.
- D. **Company Benefit Plans** - The Employer may offer Employees the opportunity to participate in other Employee-paid fringe benefit programs made available to all Employees employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including without limitation cafeteria plans, payroll deduction plans, retirement plans, 401(k) plans and insurance plans.

ARTICLE 24: GOVERNMENT SUPREMACY

The Union acknowledges that the Employer has entered into a Contract with the USMS to provide services under specific terms and conditions, and that the USMS has broad discretion to direct the activities of the Employer within the scope of the Contract. In that regard, the USMS may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications and any other operational issue, as the USMS deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Employer regarding such actions taken or their compliance with such directives inasmuch as the company shall produce the directives in writing from the USMS if such a document is provided by the Government. The Employer will discuss any such changes or directives with the Union as to the best way to carry out their implementation.

Notwithstanding any provision of this Agreement, to the extent the USMS requires compliance with specific procedures (e.g. security clearances, medical examinations, weapon proficiency testing, uniform/standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer and Union will comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

ARTICLE 25: SCOPE OF AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Company and the Union, and finally determines all matters of collective bargaining for its term. Change to this agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union. 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 26: TERMS OF AGREEMENT

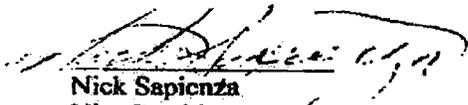
- A. This Agreement shall be effective on October 1, 2010 and remain in full force and effect thereafter until 11:59 p.m. on September 30, 2013, subject to the following, and shall continue from year to year thereafter, unless either party serves a written notice on the other party of a desire to change, modify, or terminate this Agreement at least ninety (90) days before the Agreement's stated expiration date, or anniversary thereof.

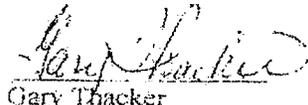
- B. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Director of Human Resources.

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.

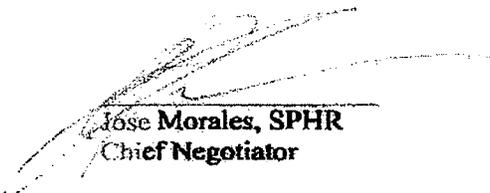
UGSOA International


Donna Huff,
International Director, CSO Division
UGSOA International


Nick Sapicnza
Vice President
UGSOA Local 171


Gary Thacker
UGSOA Local 171
Vice President

MVM, Inc.


Jose Morales, SPHR
Chief Negotiator


Tony L. Sams, SPHR
Labor Relations Manager


Flip Lorenzoni
Project Manager

Appendix A

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

NEWARK		Current	10/1/2010	10/1/2011	10/1/2012
1.	Wages				
	A. CSO	\$30.58	\$31.19	\$31.81	\$32.45
	B. LCSO	\$32.08	\$32.69	\$33.31	\$33.95
	C. Sr. LCSO	\$32.33	\$32.94	\$33.56	\$34.20
2.	Uniform Allowance	\$0.42	\$0.42	\$0.42	\$0.42
3.	H&W Payment	\$3.45	\$3.50	\$3.60	\$3.70
4.	Pension Plan Payment	\$1.00	\$1.00	\$1.00	\$1.00
5.	Holidays (hours)	96	96	96	96
6.	Sick/Personal (hours)	72	72	72	72
7.	Shift Differential	10%	\$3.05	\$3.05	\$3.05
TRENTON		Current	10/1/2010	10/1/2011	10/1/2012
1.	Wages				
	A. CSO	\$29.54	\$30.31	\$30.92	\$31.54
	B. LCSO	\$30.84	\$31.81	\$32.42	\$33.04
	C. Sr. LCSO	\$31.09	\$32.06	\$32.67	\$33.29
2.	Uniform Allowance	\$0.42	\$0.42	\$0.42	\$0.42
3.	H&W Payment	\$3.45	\$3.50	\$3.60	\$3.70
4.	Pension Plan Payment	\$1.00	\$1.00	\$1.00	\$1.00
5.	Holidays (hours)	96	96	96	96
6.	Sick/Personal (hours)	72	72	72	72
7.	Shift Differential	10%	\$3.05	\$3.05	\$3.05
CAMDEN		Current	10/1/2010	10/1/2011	10/1/2012
1.	Wages				
	A. CSO	\$26.40	\$26.93	\$27.47	\$28.02
	B. LCSO	\$27.90	\$28.43	\$28.97	\$29.52
	C. Sr. LCSO	\$28.15	\$28.68	\$29.22	\$29.77
2.	Uniform Allowance	\$0.42	\$0.42	\$0.42	\$0.42
3.	H&W Payment	\$3.45	\$3.50	\$3.60	\$3.70
4.	Pension Plan Payment	\$1.00	\$1.00	\$1.00	\$1.00
5.	Holidays (hours)	96	96	96	96
6.	Sick/Personal (hours)	72	72	72	72
7.	Shift Differential	10%	\$3.05	\$3.05	\$3.05

In addition to the above wage, Employees shall be paid a night shift differential for each hour worked between 6:00 P.M. and 6:00 A.M.

In the event that the Department of Labor issues, at least sixty days prior to October 1, an applicable Wage Determination containing a health and welfare higher than those set forth herein, the parties agree to meet and bargain regarding a possible increase in the health and welfare allowance to the new rate established by the Wage Determination.