

COLLECTIVE BARGAINING AGREEMENT

Between

**FEDERAL COURT SECURITY OFFICERS
OF WILMINGTON, DELAWARE
(FCSO)**

and

MVM, INC.

August 10, 2009 through August 31, 2012

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PREAMBLE

THIS AGREEMENT is made and entered into this [date of ratification], by and between MVM, INC., currently located at 44620 Guilford Drive, Suite 150, Ashburn, VA 20147 hereinafter referred to as the "Employer" or "Company," and Federal Court Security Officers of Wilmington, DE (FCSO), hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect upon ratification. All economic provisions of this contract shall be in effect as of October 1, 2009, including but not limited to compensation and fringe benefits.

ARTICLE #1

UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and part-time Federal Court Security Officers ("CSOs") and Lead Federal Court Security Officers ("LCSOs") employed by the Company in the 3rd Circuit in the State of Delaware, excluding all other employees including managers, office clerical employees, professional employees, and supervisors as defined in the National Labor Relations Act (the "Bargaining Unit").
- B. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Federal Court.
- C. The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the union to represent the Employees in collective bargaining negotiations.

ARTICLE #2

DEFINITIONS

- A. "Client" shall mean the United States Marshals Service.
- B. "Contract Manager" shall mean the individual designated by MVM from time to time as its contract manager.
- C. "Employee" shall mean MVM, Inc., employees within the Bargaining Unit defined in Article #1 of this Agreement.

- D. "Full-time Employees" shall mean those Employees who are classified as Full-time by the Employer and who work an average of forty (40) hours per week.
- E. "Government" shall mean the United States Government, including all of its respective agencies and departments.
- F. "Shared-time Employees" shall mean those Employees who are classified as Share-time by the Employer and who work on average less than forty (40) hours per week.
- G. "Prime Contract" shall mean the contract between the Client and the Employer to provide security services in the 3rd Judicial Circuit in New Castle County, the State of Delaware.
- H. "Supervisor" or the "Employee's Supervisor" shall mean the individual next higher than the Employee in the chain of command who is not a member of the Bargaining Unit. For purposes of this Agreement, LCSOs are not Supervisors whether or not the LCSOs are within the bargaining unit.

ARTICLE #3

MANAGEMENT RIGHTS

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

These rights include but are not limited to:

1. Hire;
 2. Assign work;
 3. Promote, demote, lay-off;
 4. Discharge, discipline, or suspend for just cause;
 5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
 6. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 7. Determine the extend and manner in which services are provided to our customers;
 8. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
 9. To bid or not bid, or to rebid or to not rebid, the Contract with the Government;
 10. To introduce new methods or improved methods of operation
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

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

ARTICLE #4

EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. In connection with the performance of work under this Agreement, the Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, and selection for training.
- B. The Parties agree to comply with all applicable Federal and State laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The Employer and the Union agree to post in a conspicuous place, available to employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.
- C. The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

ARTICLE #5

PROBATIONARY PERIOD

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

ARTICLE #6

SENIORITY

- A. Seniority shall mean the total length of time the employee has been employed by the Employer and any predecessor companies, by evidence of receiving payment of wages, at the Employer's contract and worksite in the State of Delaware. Seniority shall not accrue until the employee has successfully completed his/her Probationary Period. Seniority shall be applicable in determining the order of layoff and recall, shift building, vacation schedules, transfers, and other matters as provided for on this Agreement.
- B. Shared-time employees will have seniority only among other share-time employees. Any share-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees on the date they became a full-time employee, or when they complete the Probationary Period, whichever later occurs.
- C. Full-time employees, after completing the Probationary Period, who thereafter become share-time employees, will retain their full-time seniority. However, they shall not accumulate additional full-time seniority while working as share-time employees. If they later return to full-time employment, they will return to a position on the seniority list commensurate with their previously accrued full-time seniority.
- D. Seniority lists for each work location will be posted and maintained by the Employer and shall be made available to proper Union officials annually. An employee's standing on the posted seniority list will be final unless protested in writing to the Contract Manager not later than thirty (30) calendar days after the list has been posted on the bulletin board.
- E. Employees shall notify the Employer in writing of their proper mailing address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employees official records.
- F. The seniority of an employee shall be terminated for any of the following reasons:
 - 1. The employee resigns or retires;
 - 2. The employee is discharged for just cause;
 - 3. The Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
 - 4. The Employee fails to comply with the deadlines stated in Article #7 when recalled;

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 U.S. Government revokes the Employee's credentials as a CSO; or
 8. The Employee is permanently transferred out of the bargaining unit.
- G. Any bargaining unit employee who is transferred in good standing to a non-bargaining unit position shall retain the seniority the employee had at the date of the transfer, but shall not accumulate additional seniority while in his/her new capacity. If the Employee later returns to the bargaining unit in good standing, the Employee will return to a position on the seniority list to which his/her retained in accordance with his/her retained seniority.

ARTICLE #7

TRANSFERS, LAY-OFF, AND RECALL

- A. Whenever it is necessary to layoff Employees, or in the event the Prime Contract is terminated or not extended or not renewed, the Employer may lay-off regular shared-time and/or full-time employees, as it deems necessary, in the following manner:
1. Full-time Employees
 - a) probationary employees doing bargaining unit work shall be laid-off first;
 - b) should it be necessary to further reduce the work force, employees in the bargaining unit shall then be laid off in the inverse order of their seniority.
 2. Shared-time Employees
 - a) probationary employees doing bargaining unit work shall be laid-off first;
 - b) should it be necessary to further reduce the work force of regular shared-time employees at the affected location, they will be laid off in the inverse order of their seniority.
- B. Employees who have been laid-off by reason of a reduction in the work force will be recalled by recalling the last laid-off Employee first, and so on. Should an employee be transferred to another location in lieu of lay-off by reason of a reduction in work force,

said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

- C. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid-off employees declining recalls to the location from where they were laid-off will be deemed to be voluntarily terminated. Laid-off employees are not eligible for any compensation (other than required unemployment compensation, if deemed eligible).
- D. Upon receipt of notification of recall, the Employee shall inform the Employer of his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Employer of recall. The Employee will then have a maximum of five (5) calendar days to report for duty. An Employee who fails to meet either of these deadlines may be terminated at the sole discretion of the Employer.
- E. It is the responsibility of the laid-off Employee to keep the Employer advised by Certified Mail of any changes in his/her mailing address.
- F. Any Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her Union seniority. If he returns to the bargaining unit at a later date, his seniority will resume on that return date.

ARTICLE #8

JOB OPPORTUNITIES

A. Filling Vacancies

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of two (2) working days (excluding Saturdays, Sundays and holidays). All Employees who have notified the Site Supervisor, in writing of their intent to apply for a position and who are not scheduled to work during that two (2) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be considered as applicants for the open position. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

B. Shared Position Employees

The Company is obligated under its contract with the USMS to fill a designated number of shared positions in order to provide full staffing level coverage, to increase security levels as needed, and to avoid unnecessary overtime. A shared position Employee may be

scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action.

C. Temporary Assignments

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles #2 and #3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. If the assignment does not result in the use of overtime or additional cost it shall be a voluntary selection based on seniority and qualification. Absent volunteers, the assignments shall be made using reverse seniority and qualifications, again using the most cost efficient manner to minimize overtime or additional cost. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement.

D. Appointment of Lead CSOs

1. The Client in its contract with the Company creates specific guidelines for the job duties and qualifications of LCSOs. Based on these guidelines, all appointments of LCSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. LCSOs within the Bargaining Unit will not perform supervisory duties as described by the National Labor Relations Act. Lead CSOs are not considered supervisors. All LCSOs are considered working CSOs with assigned post duties on the daily work schedule.
2. Lead CSOs are required to act as a channel of communication for management. Leads will transmit management directions and instructions to CSOs 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 #9

GRIEVANCE PROCEDURE

- A. For the 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 action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the Client. Any temporary or permanent removal of an Employee by determination of the Government shall not become permanent without required notice to Employee and the opportunity for Employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that it may legally release, and will provide the union with any relevant information concerning the proper Government point of contact and its contacts data. The "final decision" on the Employee's removal shall be determined by the Government.
- B. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.
- C. All grievances shall be presented and processed in accordance with the following procedure:
1. Step One - Any employee having a grievance, or an employee designated by a group of employees having a grievance (the "Grievant"), must discuss the grievance on an informal basis with his/her Supervisor within five (5) working days of the incident being grieved, to start the Informal Procedure. The Grievant may be accompanied by a Union representative if the Grievant so desires. The supervisor shall answer the grievance promptly, in writing or orally. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step Two. Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented

to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

2. Step Two - If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Contract Manager within ten (10) working days from the date of the event giving rise to the grievance. The written grievance shall be in the format of Attachment A hereto, shall be signed by the Grievant, and shall set forth sufficient detail to enable the Employer to determine the nature of the grievance, the specific provision of this Agreement alleged to have been violated, the circumstances surrounding the grievance, and the adjustment or relief sought. The Grievant, a Union representative, and the Contract Manager shall meet to discuss the grievance. The Contract Manager shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.
3. Step Three - If the grievance is not resolved at Step Two, the Grievant must refer the grievance to the Union and to the Employer's Director of Human Resources (the "Representative") or their designated representative within five (5) working days after the completion of Step Two. The Representative may, but is not required to, meet with the Grievant and a Union representative to discuss the grievance. The Representative shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.
4. Step Four - Only grievances involving the interpretation of an express provision contained in this Agreement may be submitted to arbitration, subject to the exceptions contained in this Agreement. Further, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to an oral or written request of the Government are subject to this Step Four since the parties hereby agree that those matters are not arbitrable. Except as limited above, any grievance not resolved at Step Three may be submitted to arbitration by the Employer or the Union using the following procedure. No individual grievant may move a grievance to Step Four.
 - a) The Employer or Union shall submit a written request for arbitration to the other party within ten (10) working days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Representative.
 - b) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) working days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

- c) Upon the Employer's request, the arbitrator shall conduct a pre-hearing not less than sixty (60) calendar days before any scheduled arbitration hearing, the sole and exclusive purpose of which shall be to determine whether the grievance is arbitrable under this Agreement.
 - d) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.
 - e) All costs of the arbitration shall become by the non-prevailing party, including without limitation, the arbitrator's fee and expenses (including the cost of any hearing room or transcript), all expenses and compensation of for any witness of either Party, and all reasonable legal fees incurred by the Parties. Any settlement of a grievance before judgment shall explicitly address the sharing or bearing of costs, expenses, and legal fees.
 - f) The arbitrator shall have no power to: (i) add to, subtract from, alter, or in any way modify the terms of this Agreement; (ii) establish or modify any wage rate; (iii) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (iv) interpret or apply law, including the requirements of the Service Contract Act and implications of Wage Determinations; or (v) consider any matter or substitute his/her judgment for that of the Client's regarding a written or oral determination or request of the Client, the contracting officer or other official of the Government.
 - g) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the Grievant or Grievants involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment, pension or any other retirement benefit, and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. The arbitrator may not award interest or punitive damages under any circumstances.
- D. The Union shall have the right to file a group grievance for grievances involving more than two (2) employees at Step Three of the grievance procedure within ten (10) working days of the event giving rise to the grievance.
- E. The term "days" shall not include Saturday, Sunday, and holidays when used in this article.
- F. The Union shall have the right to file a group grievance (class action) or grievances on behalf of more than one (1) employee at Step One of the Grievance Procedure.

ARTICLE #10

DISCIPLINE

- A. After completion of the probationary period, no employee shall be dismissed or suspended without just cause unless the employee is removed from working under the Employer's contract with the Government based upon an oral or written request by the Government, or the employee's credentials are denied or terminated by the Client. Should a non-probationary employee wish to contest a dismissal or suspension made solely by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within ten (10) working days of the dismissal or suspension (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Three, as provided in Article #9 of this Agreement.
- B. The Company's contract with the Client sets out performance standards for the CSOs in Section C, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the U.S. Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any express non-disciplinary directive issued by the Government.
- 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, suspension, loss of seniority, demotion, and termination. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.
- 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 and shall be so advised by the Employer's representative. Both the Employee and the Union representative shall be entitled to know the subject of the interview session, and shall be entitled to consult prior to the session.
- E. Actions that, as deemed appropriate by the Employer, establish just cause for and may result in immediate dismissal of an employee, include, but shall not be limited to:
 - 1. Abuse of authority;
 - 2. Neglect of duties;
 - 3. Breach of the chain of command, (except to the extent reasonably necessary to comply with the orders or accommodating the needs of the INS/Federal Court);

4. Conduct which impugns or disparages the INS/ Federal Court or its agents, or the Employer or its agents, to the Government or to other third parties;
5. Inappropriate conduct directed at or involving Federal Court staff, Government employees, client representatives, or the general public;
6. Insubordination;
7. Violation of the Client's or the Employer's code of conduct and/or performance standards, as determined by the Employer or the Government;
8. Dishonesty;
9. Misappropriation of funds;
10. Theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
11. Immoral conduct;
12. Fighting;
13. Sleeping while on duty;
14. Destruction of property;
15. Criminal misconduct or conviction of a crime;
16. Falsifying or misrepresenting information on his/her application for employment or as otherwise supplied to the Employer or the Government;
17. Committing a serious breach of security, as determined in the sole discretion of the Employer;
18. Termination, suspension, or withdrawal of the employee's credentials as a Detention Officer or Dispatcher by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government;
19. Failure to obtain a Security Clearance that is required by the Client;
20. The employee is absent from work for two (2) consecutive scheduled days without advising the Employer and giving reasons acceptable to the Employer for such absence, or is absent without good cause - as determined by the Employer - on three (3) non-consecutive work days within any forty-five (45) calendar day period;

21. The employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
22. The employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave.

ARTICLE #11

HOURS OF WORKD AND OVERTIME

- A. For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.
- B. An overtime rate of time and one-half (1/2) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal Laws concerning overtime.
- C. Overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.
- D. If requested to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee is excused for good cause. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.
- E. Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of the Prime Contract.
- F. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use electronic or telephonic time recording methodology when reporting for duty, leaving and returning from lunch, and completing the employee's shift.
- G. Overtime will be offered by Seniority on a rotating basis. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.
- H. There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that

the Employee be properly relieved before leaving his post. One rest period shall be in the first half of the shift. On occasion due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest period, and if so, they will be compensated at the appropriate rate if pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks.

ARTICLE #12

WAGES

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

ARTICLE #13

HOLIDAYS

- A. Whenever the term "Holiday" is used in this Article it shall mean:

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

These twelve (12) holidays shall be paid as described below, regardless of the day of the week on which they fall. All holidays will be observed on the day that the Federal Government recognizes the holiday.

- B. A full-time employee who is not required to work on a Holiday shall be paid eight (8) hours of "Holiday Pay," calculated by multiplying eight times his or her base hourly straight time rate, exclusive of any shift or overtime premium and in accordance with the guidelines of the Service Contract Act.

- C. An employee who works on a Holiday will be paid for all hours he/she works, as provided in Section D. The employee shall also receive eight (8) hours of Holiday Pay if:
1. The employee works on the Holiday as scheduled or assigned, and on his/her last scheduled work day prior to, and his/her first scheduled work day after, the day on which the Holiday is observed; and
 2. The employee is not laid off or on a leave of absence.
- D. Any full-time employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and shall also receive eight (8) hours of Holiday Pay providing the employee meets the requirements of Section C, above.
- E. Any part-time employee who works as scheduled on a Holiday shall receive the Employee's appropriate rate of pay for all hours worked on the Holiday plus prorated Holiday Pay based on the prior week's hours of work.
- F. Holiday pay for part-time employees who do not work on a Holiday and who meet the eligibility requirements set out in Section B, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).
- G. Employees assigned to work Christmas and Thanksgiving will receive time and one-half (1½) plus Holiday Pay calculated under Section D or E above, as applicable.
- H. 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.
- I. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.
- J. The employees Birthday is a floating day which is to be used within two (2) weeks either before or after the employee's Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30th of the current year.

ARTICLE #14

SICK/PERSONAL LEAVE

- A. Each full-time Employee shall accrue three-quarters (3/4) of a day of Sick/Personal Leave for each full month worked.
- B. Part-time employees shall accrue Sick/Personal Leave at the same time and in the same manner as full-time employees, except that accrued leave will be prorated based on the Employee's total hours worked during the previous year as compared to 2,080 hours.
- C. New employees may not use Sick/Personal Leave during the Probationary Period, and shall not be entitled to any cash out if terminated during the Probationary Period.
- D. An Employee who is unable to report to work because of illness shall notify the Employer at least four (4) 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.
- E. Personal Days may be used by the Employee by giving their Supervisor seven (7) days written notice (Personal days may be used in one-half day increments) and receiving prior approval from the Supervisor, or in cases of personal emergencies (which may require that verification of the emergency be provided to the Supervisor). This approval shall not be unreasonably withheld if the Employer believes it has adequate reserve staffing to meet its contract staffing requirements. Personal Days may not be used instead of, or as an extension to, a scheduled Vacation.
- F. Sick/Personal Leave will not be paid for more than eight (8) hours at the Employee's regular straight-time rate of pay, excluding any shift differentials, for each day that the employee is eligible to receive Sick/Personal pay. Sick/Personal pay will not be considered as time worked for the purposes of computing overtime.
- G. Sick/Personal Leave shall not accrue from year to year. Employer will cash out any unused Sick/Personal Leave at the end of each contract year. Payment shall be made no later than thirty (30) days after the end of each contract year.
- H. Upon termination of employment, employee will be paid at their individual hourly rate for any unused accrued personal leave based upon the number of hours the employee was paid during that contract year. If the employee has used more personal leave than he/she accrued based upon time paid on the contract, the amount of the overage will be deducted from the employee's final paycheck. (Personal/Sick Leave accrues as follows: 6 hours per month Full-Time and 3 hours per month Share-Time for the purpose of payment upon termination.)

ARTICLE #15

BEREAVEMENT LEAVE

- A. If it is necessary for an employee to lose time from work because of death in the immediate family, and the family member resides within two hundred (200) miles of the employee's residence, the employee shall be entitled to three (3) days, paid leave of absence at his/her straight time rate of pay. If a death occurs among the member of the immediate family who resided more than two hundred (200) miles of the employee's residence, the employee shall be entitled to five (5) days paid leave of absence, at his/her straight-time rate of pay. Paid Leave of Absence is to be paid for each occurrence.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepparents and grandchildren.
- C. The Employer may require proof of the death for which the employee requests a paid leave.
- D. Employees are eligible for this benefit only to the extent that regularly scheduled hours of work are missed for this purpose.

ARTICLE #16

VACATIONS

- A. Each full-time employee shall earn Vacation time in accordance with the following schedule:
 - Upon completion of each of the 1st through 4th year of service - 80 hours
 - Upon completion of each of the 5th through 9th year of service - 120 hours
 - Upon completion of each of the 10th through 19th year of service - 160 hours
 - Upon completion of each of the 20th year of service and thereafter year of service - 200 hours
- B. Any new hire or rehire employee (rehire does not mean employees moving to a successor contract without a break in service) will receive the vacation benefits as indicated above. All incumbent employees hired on or prior to August 31, 2009 will be grandfathered to receive two hundred hours of vacation upon completion of the fifteenth (15th) year of service. Vacation time is not accrued throughout the year. An

Employee who has not completed the specified years of service, in Paragraph A, has not earned any vacation time.

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

D. VACATION SCHEDULING

1. The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company to maintain efficient operations. It is the intent of the employer that every employee benefit from the rest and relaxation of vacation. If vacation is not taken voluntarily, the employer reserves the right to assign vacation during the year.
 2. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Lead SSO, in writing, prior to April 1st of each year indicating his or her first, second and third choice for desired vacation periods, if any. The Employer will recognize unit seniority when scheduling Employees for vacation. The Employer will post the final vacation schedule within ten (10) business days after April 1st of the current year. If an employee fails to make a request in writing prior to April 1st, seniority will not be applicable to displace anyone who made their request in a timely manner. The employee must complete the MVM Leave Request Form 600-1, indicating their 1st, 2nd and 3rd choice of dates for the leave. 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.
 3. 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, only when it is possible to schedule full coverage without incurring overtime.
- E. Vacation pay shall be paid at the Employee's straight-time rate of pay, excluding any shift differentials. Vacation pay will include health and welfare payments in accordance with Article #19 and Appendix A, paragraph 3. Vacation time will not be considered as time worked for purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.
 - F. Vacation time shall not be cumulative from one year to the next. Any accrued but unused Vacation time remaining at the end of a year of service will be cashed out and paid to the Employee with the Employee's next regularly scheduled paycheck after the end of the year. Any accrued but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of employee's employment.

- G. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid-off unless otherwise required by the United States Department of Labor.

ARTICLE #17

JURY DUTY

- A. Part-time and full-time employees with one (1) or more years continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury duty. Said reimbursement shall be offset by any jury fees received by the Employee.
- B. To be eligible for this benefit, an Employee must inform his/her Supervisor immediately upon receiving a notice to report for jury duty. The Employer reserves the right to request an exemption when the Employer determines that the Employee's absence would create a hardship.

ARTICLE #18

LEAVES OF ABSENCE

- A. This Article shall apply to unpaid Personal Leaves of Absence not to exceed thirty (30) calendar days. Such leaves may be granted, for verifiable extenuating circumstances, at the sole discretion of the Employer without loss of seniority. This Article shall not apply to Leaves of Absence taken pursuant to the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Such Leaves of Absence shall be governed by the terms of FMLA, USERRA, or state statute, as applicable. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid Leave of Absence. It is acknowledged by the Union that under the Company's USMS Contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid Leaves of Absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.
- B. A Personal Leave of Absence shall be processed in the following manner:
 - 1. Any request for a Personal Leave of Absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:

- a) the reasons for such leave;
 - b) the effective date of such leave; and
 - c) the estimated date of return to work.
2. The written request for a Personal Leave of Absence shall be submitted to the employee's Supervisor for final disposition.
 3. If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.
 4. Extensions of a Personal Leave of Absence may be granted at the discretion of the Employer upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.
- C. All Personal Leaves of Absences shall be subject to the following general provisions:
1. Seniority shall not accumulate during the period of any approved non-statutory Personal Leave of Absence subject to the provisions of Article #6 of this Agreement.
 2. Any employee who receives a Personal Leave of Absence shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
 3. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
 4. Employees on Personal non-statutory leaves are not guaranteed to return to their normally assigned position. The employer will make every effort to reinstate to the position held prior to the leave.
- D. Notwithstanding the above, employees in locations subject to the FMLA and who are eligible for leaves under that Act, shall be eligible for leaves in accordance with that Act. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer will require employees taking FMLA covered leaves to utilize all paid time off available running concurrent with the leave. For purposes of eligibility under the FMLA, applicable Federal or State law will apply.
- E. 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.
- F. 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.

- G. A Union President and one (1) delegate will be granted an unpaid leave of absence for a maximum of seven days per year, upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

ARTICLE #19

HEALTH AND WELFARE

- A. If the Employer makes a Health Plan available for all members of the bargaining unit, there will be no opting out option. The H & W funds indicated in Appendix A, will be paid to the plan. Employees may opt out and receive the H & W as a cash payment only if they can show proof of participation in another group sponsored health plan.
- B. Health and Welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Attachment A to this Agreement, which is attached hereto and incorporated herein by reference.
- C. The Health and Welfare payments will be made to the employee up to a maximum of forty (40) hours per week.
- D. The Employer shall continue the practice of paying the health and welfare payments to the Employee, provided employee can show proof of coverage in another group sponsored Health Plan.

ARTICLE #20

PENSION

During the term of this Agreement, the Employer shall make a pension contribution on behalf of each Employee at the rate set forth in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference. Pension funds will be paid into the Employer's 401k Plan.

ARTICLE #21

UNIFORM ALLOWANCE

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

ARTICLE #22

GENERAL PROVISIONS

- A. The Employer agrees to provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as notices of Union recreational and social affairs, notices of Union appointments, and notices of Union meetings. However, the Employer has the right to deem any particular posting to be inappropriate, and therefore preclude such posting.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer. 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.
- C. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.
- D. The Company will provide advance payments for Company authorized and approved travel expenses if requested by the Employee. The Company will pay amounts according to Federal Government Travel Regulations.
- E. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House of Government Building where his Employees are assigned. In the event that a closing occurs, Employees excused from work will have the option of using paid personal leave, paid vacation leave or leave without pay.
- F. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination

of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of the first screening. Subsequent test from the same sample may be done at the expense of the employee.

ARTICLE #23

STEWARDS

- A. "Union Business," as used in this Article, shall mean bona fide responsibilities of Stewards conducted on behalf of Employees in the Bargaining Unit.
- B. The Employer agrees to recognize one (1) chief steward and (1) steward for each shift, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties.
- C. A Steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union Business. Such permission must be requested seven (7) calendar days in advance for scheduled events.
- 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. Stewards shall not be compensated by the Employer for such time spent on Union Business. The Union shall give the Employer not less than forty-eight hours prior notice before appointing or removing a steward.

ARTICLE #24

PHYSICAL EXAMINATIONS

- A. The employer may require, as a condition of initial and continued employment, that applicants and Employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any such physical examinations. Other than random field examinations, the Employee has the right to choose the physician who will perform the physical examination. Should the Client determine that an Employee is Not Medically Qualified, the cost of any follow-up medical examinations shall be paid by the Employee.

- B. Notwithstanding the forgoing provisions of paragraph A, if the employee fails the physical examination and requires follow-up testing, the Employer shall pay the cost of one employee co-payment, up to a maximum of \$35.00. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshal's Service or its representatives or agent the Employer shall pay the cost of resulting follow-up tests or examinations.
- C. Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.
- 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.
- D. 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 #26

UNION SECURITY AND MEMBERSHIP

- A. Each employee shall either:
1. Remain a member of the Union for the remaining term of this Agreement; or
 2. Pay the Union service fee, as set forth below, for that term.
- B. Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.
- C. The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fee as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Unions. The Company will pay to the proper officer of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than ten (10) days after the date of the deduction. The Unions shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including name, social security number, address, job classification and hire date of such employee on a monthly basis. Union can initiate dues and initiation fees for membership at any time the Union requires it.
- D. The Employer shall not be a party to any enforcement of the provisions of this Article nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder.
- E. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.
- F. Notwithstanding the above, all employees who are not members of the Union shall pay the Union a service fee. This service fee shall be an amount determined by the Union as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall

commence after the 30th day after Union request, 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 employee's paycheck on a monthly basis.

ARTICLE #27

GOVERNMENT AND CLIENT SUPREMACY

- A. The Union acknowledges that the Employer has entered into the Prime Contract with the Client to provide services under specific terms and conditions, and that the Client has broad discretion to direct the activities of the Employer within the scope of the Prime Contract. Accordingly, the administration of the terms of this Agreement is expressly subject to the requirements of the Client and the Government imposed upon the Employer by or through the Prime Contract. The Client may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Client's overall security objective, and there shall be no recourse against the Employer regarding such actions. Any determination by the Client to supersede the above understanding of the parties may be in either oral or written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision.
- B. Notwithstanding any provision of this Agreement, to the extent the Client or the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer.
- C. Any compensation or expenses required by the Client to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Client, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

ARTICLE #28

PARTIAL INVALIDITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE #29

AMENDMENT

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

ARTICLE #30

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. 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 #31

TERMINATION

- A. This Agreement shall be effective on August 10, 2009 and remain in full force and effect for a period of three (3) years until 11:59 p.m. on August 31, 2012, and thereafter for successive periods of one (1) year, unless either party, at least one hundred twenty (120) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.
- B. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Client that the Prime Contract will be reprocured by formal bidding (instead of renewed). Should either party receive such a notice from the Client, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within seven (7) calendar days of said receipt.
- C. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Director of Human Resources.
- D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the U.S. Court. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

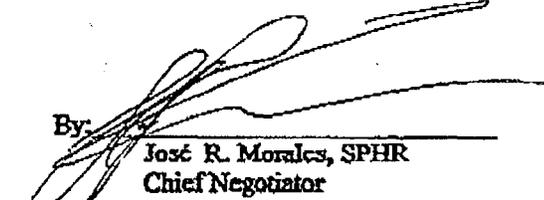
IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FEDERAL COURT SECURITY
OFFICERS OF WILMINGTON, DE

MVM, INC.

By: 
Jose J. Rodriguez
President

Date: August 10, 2009

By: 
Jose R. Morales, SPHR
Chief Negotiator

Date: 8/11/09


James Robertson
Director, Human Resources

Date: 9-5-2009


Flavio Lorenzoni
Project Manager

Date: 8/11/09

Appendix A

ECONOMIC PROVISIONS

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

	Current	10/1/2009	10/1/2010	10/1/2011
Base Wages				
Senior LCSO	\$28.84	\$29.53	\$30.35	\$31.19
LCSO	\$28.84	\$29.03	\$29.85	\$30.69
CSO	\$26.88	\$27.28	\$28.10	\$28.94
Uniform Allowance	\$0.45	\$0.45	\$0.45	\$ 0.45
H&W	\$3.20	\$3.35	\$3.50	\$ 3.65
Pension Plan Payment	\$1.12	\$1.12	\$1.12	\$ 1.12
Shift Differential	5.0%	\$1.41	\$1.41	\$1.41

1. Shift Differential

a. The hourly rate of pay for each employee is set forth in Appendix A of this Agreement which is attached hereto and incorporated herein by reference.

b. Shift Differential - All work performed on assigned shift between the hours of 1800 to 0600. Work started in one period will not be paid shift differential for the following period if staying over for any period less than four (4) hours.

1) The shifts hours will be as indicated:

Day Shift: 0600 Hours to 1800 Hours
Night Shift: 1800 Hours to 0600 Hours

2) Schedule shifts that start within one shift and end in the next will continue to be paid at the rate of the shift in which work started.

2. Uniform Allowance

a. Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.

b. Each employee is responsible to utilize the Uniform Allowance for laundering and/or dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

(c) Shoes: Employees will be provided one pair of shoes annually.

3. Health and Welfare Allowance

Health and Welfare Allowance is the amount shown above per hour due for all hours paid for, including paid Vacation, Sick/Personal Leave, and Holidays hours, up to a maximum of 40 hours per week and 2,080 hours per year.

4. Pension

Pension Plan Payment will be a contribution made by the Employer to the Employer's 401k plan on behalf of the Employee for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week. The amount of the Pension Plan Payment is shown in Appendix A.