

DECREE OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1998-0565  
Revision No.: 2  
Date of Last Revision: 05/24/2000

---

State: Puerto Rico  
Area: Puerto Rico Statewide

---

Employed on Department of Justice contract for court security services.

Collective Bargaining Agreement between MVM, Inc. and United Government Security Officers of America, Local No. 72 effective October 1, 1998 through September 30, 2002.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

# AGREEMENT

between

MVM, Inc.

and the

**UNITED GOVERNMENT SECURITY OFFICERS  
OF AMERICA,  
LOCAL 72**

**Court Security Officers/District of Puerto Rico**

**1998-2002**

*DMG*  
*DMG*  
*DMG*

RECORDED  
200 JUL 13 PM 3:17

## TABLE OF CONTENTS

ARTICLE I - ASSUMPTION	3
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III - SENIORITY	4
ARTICLE IV - TRANSFER, LAYOFF AND RECALL	6
ARTICLE V - JOB OPPORTUNITIES	7
ARTICLE VI - GRIEVANCE PROCEDURE	7
ARTICLE VII - DISCIPLINE	10
ARTICLE VIII - PERFORMANCE STANDARDS	11
ARTICLE IX - TRAINING	12
ARTICLE X - HOURS OF WORK AND OVERTIME	12
ARTICLE XI - WAGES/SHIFT DIFFERENTIAL	13
ARTICLE XII - HOLIDAYS	13
ARTICLE XIII - SICK LEAVE	14
ARTICLE XIV - VACATIONS	14
ARTICLE XV - LEAVES OF ABSENCE	15
ARTICLE XVI - BEREAVEMENT LEAVE	17
ARTICLE XVII - HEALTH AND WELFARE	17
ARTICLE XVIII - UNION MEMBERSHIP, DUES, FEES	17
ARTICLE XIX - UNION REPRESENTATION	19
ARTICLE XX - GENERAL PROVISIONS	20
ARTICLE XXI - STRIKES AND LOCKOUTS	21
ARTICLE XXII - SERVICE CONTRACT PROCEDURES AND OBLIGATIONS	21
ARTICLE XXIII - PARTIAL INVALIDITY	22
ARTICLE XXIV - WAIVER, ENTIRE AGREEMENT AND AMENDMENTS	23
ARTICLE XXV - DURATION OF AGREEMENT	23
APPENDIX 1	26
APPENDIX 2	27
APPENDIX 3	29
SCHEDULE 1	31
SCHEDULE 2	32

## AGREEMENT

*Opt. of M. 1/1/98*

**THIS AGREEMENT** is made and entered on August 28, 1998, and is fully executed by and between MVM, Inc., a Virginia based company, hereinafter referred to as the "Employer" or "Company" and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, which is based in Denver, Colorado, and its Local 72, hereinafter referred to as the "Union."

### ARTICLE 1 - Recognition

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time court security officers assigned to the federal courthouses or other judicial facilities within the jurisdictional boundaries of the United States District Court for the District of Puerto Rico, employed by the Employer pursuant to its contract(s) with the Federal Government ("Government") for the provision of security at said courthouses, but excluding all managers, supervisors, office and/or clerical employees temporarily assigned employees, substitute employees, and all other non-court Security Officer employees of the Employer.

**Section 2.** The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.

**Section 3.** It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Marshals Service.

### ARTICLE II - Management Rights

**Section 1.** The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and change the methods and manner in which services are provided; to introduce new methods or improved methods of operation or equipment; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the courthouses and its operations including the right to select, hire, promote, demote, lay off, assign, train, terminate and discipline employees to subcontract any part of its operation, including unit work, whenever required by the Government; to otherwise subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules,

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

**Section 2.** The Employer shall retain the sole right to suspend, discipline and discharge employees due to just cause in accordance with the express and specific terms of this Agreement.

### **ARTICLE III - Seniority**

**Section 1.** Seniority shall be the length of continuous service from the employee's last date of hire as a court security officer in the District of Puerto Rico for the Employer or a predecessor federal contractor to the Employer providing said service for the United States Marshals Service. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work and terms and employment conditions expressly bargained in this Agreement.

**Section 2.** Newly hired full-time employees shall be regarded as probationary employees for the first ninety (90) days of actual work. Newly hired part-time employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. The Employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) days of actual work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

**Section 3.** Separate seniority lists for each base work location (which is currently Hato Rey and San Juan, which shall be treated together as one location) will be posted and maintained by the Employer and shall be made available to the Union upon request. An employee's standing on the posted seniority list will be final unless protested in writing to the applicable District Supervisor not later than thirty (30) calendar days after the list has been posted on the bulletin board.

**Section 4.** Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records.

**Section 5.** The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) the employee quits or retires;
- (b) the employee is discharged for just cause;
- (c) the employee is absent from work for three (3) consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or is absent without good cause on three (3) non-consecutive work days within any forty-five (45) calendar day period;
- (d) the employee fails to return to work within three (3) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;
- (e) the employee overstays a leave of absence or a vacation without a justifiable reason previously evaluated and accepted by the Employer given the nature of the Employer's operation;
- (f) the employee gives a false reason for obtaining a leave of absence, being absent without approved leave or engages in other employment during such leave;
- (g) 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;
- (h) the employee is laid off for a continuous period of one hundred eighty (180) days;
- (i) the employee's credentials as a Special Deputy U.S. Marshal are withdrawn by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- (j) the employee has falsified or misrepresented information on his/her application for employment that has been supplied to the Employer or the Government;
- (k) the employee is convicted of a crime other than a minor traffic violation;
- (l) the employee commits a breach of security;
- (m) the employee is insubordinate;
- (n) the employee breaches the Employer's or the Government's Code of Conduct and/or Performance Standards, appearance standards or the Government's height and weight requirements after a ninety (90) day warning period has elapsed;

**Section 6.** Any bargaining unit employee who was transferred to a non-bargaining unit position prior to the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority as if he/she never left the bargaining unit. Any

bargaining unit employee who is transferred to a non-bargaining unit position after the effective date of this Agreement, and is later returned to the bargaining unit, shall be credited with all seniority he/she had as of the time he/she transferred out of the bargaining unit.

## ARTICLE IV - Transfer, Layoff and Recall

**Section 1.** Whenever it is necessary to layoff employees at a given site location within the District of Puerto Rico, or in the event the Employer's contract(s) for providing security services through for the Marshals Service is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (a) When full-time positions are being reduced, full-time employees will be laid-off as follows:
  - (i) Probationary employees working at the location at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force, the seniority employees at the affected location shall then be laid off in the inverse order of their seniority.
- (b) When regular shared-time positions are being reduced, part-time employees will be laid-off as follows:
  - (i) Probationary employees working at the location at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force of regular part-time employees at the affected location, they will be laid off in the inverse order of their seniority.

**Section 2.** Laid-off employees may not displace employees at other locations.

**Section 3.** Employees who have been laid-off, or transferred to another location covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another location within the District in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

**Section 4.** Laid-off employees will be recalled in accordance within this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if

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

## ARTICLE V - Job Opportunities

**Section 1.** If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.

**Section 2.** Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government. Preference will be given for seniority to qualified employees applying for the position, who are already based at the location (i.e., city) at which the vacancy exists.

**Section 3.** In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article. Positions being filled by unit member in accordance with the above shall be done as soon as administratively feasible.

**Section 4.** Whenever it becomes necessary to temporarily transfer an employee to a work site outside of the District of Puerto Rico, to the extent feasible, the transfer shall be voluntary and on the basis of seniority among the employees at the involved location. Employees so transferred will receive the higher of the base hourly wage available to employee regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

## ARTICLE VI - Grievance Procedure

**Section 1.** For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday and holidays when used in this Article.

**Section 2.** The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.

concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than five (5) working days before the grievance is reduced to writing.

**Section 3.** All grievances shall be presented and processed in accordance with the following procedure:

- (a) **Step One** – Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the appropriate supervisor. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly, either orally or in writing.
- (b) **Step Two** – If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Site Supervisor within five (5) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Site Supervisor (or his/her designee) shall meet to discuss the grievance. The Site Supervisor shall give a written decision to the grievant within five (5) working days after the receipt of the grievance.
- (c) **Step Three** – If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Contract/Project Manager within ten (10) working days after the completion of Step Two. The Contract/Project Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.
- (d) **Step Four** – Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request therefor to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Project/Contract Manager.
  - (i) Only the Union (i.e., no individual grievant) may move a grievance to Step Four.

- (ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to a request of the Government shall be processed to Step Four since those matters are not arbitrable, nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
- (iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine (9) neutral arbitrators provided by the local Office of the Puerto Rico Department of Labor Federal Mediation and Conciliation Service.
- (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made upon the request of either or both parties. Costs will be paid by party requesting information.
- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (vi) The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the individual's attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her

- (ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to a request of the Government shall be processed to Step Four since those matters are not arbitrable, nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
- (iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine (9) neutral arbitrators provided by the local Office of the Puerto Rico Department of Labor Federal Mediation and Conciliation Service.
- (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made upon the request of either or both parties. Costs will be paid by party requesting information.
- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (vi) The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the individual's attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her

judgment for that of the Government's regarding a determination or request of the local Marshal, the contracting officer or other official of the Government.

- (viii) 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 employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work.

**Section 4.** The Union shall have the right to file a group grievance on grievances involving more than two (2) employees at Step 2 of the grievance procedure within five (5) working days of the event giving rise to the grievance.

## ARTICLE VII - Discipline

**Section 1.** After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's contract with the Government by the Government, or the employee's credentials are denied or withdrawn by the Marshals Service. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3, as provided in Article VI of this Agreement.

**Section 2.** Among the actions which shall be deemed appropriate by the Employer under the circumstances, and may result in and establish just cause for discipline up to and including immediate dismissal shall include, but shall not be limited to, abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Marshal or the judges; conduct which impugns or disparages the Marshals Service or its agents, or the Employer or its agents, to the Government or to other third parties; inappropriate conduct directed at or involving court staff, Government employees, client representatives, witnesses, jurors, litigants or the general public; insubordination; dishonesty, misappropriation of funds,

theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; falsifying or misrepresenting information on an application for employment, or on documents otherwise supplied to the employee by the Employer or the Government; a serious breach of security; immoral conduct; fighting; sleeping while on duty; destruction of property; or criminal misconduct; violation of the appearance and height and weight standards, Code of Conduct and/or Performance Standards/Standards of Conduct which have been established by the Employer and/or U.S. Marshal Services. (See Appendix I)

**Section 3. Progressive Discipline.** MVM's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon MVM's established Standards of Conduct, which were developed to cover all security contracts. MVM has designed six levels of corrective actions, which are permissive, not mandatory, as follows:

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

The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. For serious offenses, the option may be immediately termination. Repeated violations, regardless of their nature will not be tolerated. Once warned, MVM employees are expected to improve their performance and/or behavior. Failure to do so may lead to termination. See Appendix 2.

## **ARTICLE VIII - Performance Standards**

**Section 1.** The Company is enabled to evaluate the job performance of the employees, based on attendance, punctuality, grooming and dress standards, customer service, courtesy to all parties and the satisfactory performance of the duties of the position.

**Section 2.** A performance evaluation will be held one or two times a year, as the Employer may deem necessary. The evaluation will be discussed in private, with the employee. The purpose of the performance evaluation is to inform the employee of areas needing improvement and provide any assistance the employee may need to improve such behavior. The employee may also seek means to improve his/her performance.

**Section 3.** An employee who receives a below standard rating will be given a period of up to three months to improve his/ her deficiencies and a second evaluation will be conducted. The Employer will provide personnel with quality material to ensure that they meet the dress standards. The Employer will make effort to help the employee with their performance through additional training, counseling or instruction.

## Article IX -Training

**Section 1.** The Union and the Employer understand and agree that the employees of the Bargaining Unit shall and will be available to attend training programs and seminars that the Company from time-to-time, may offer in order to improve the services offered, as well as the skills of the employees. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to emergency, will make-up said training at the time and place identified by the Employer.

## ARTICLE X - Hours of Work and Overtime

**Section 1.** For the purpose of this Article, a regular work week of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes. If any employee works more than two (2) hours beyond a full eight (8) hour shift, the employee shall be eligible for an additional unpaid meal periods of thirty (30) minutes to the extent necessary to ensure a meal period for every five (5) hours of work. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

**Section 2.** An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week.

**Section 3.** Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

**Section 4.** If requested by the Employer or Government to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee receives approval by his supervisor to be excused. Overtime will be distributed as equitable as practicable among employees regularly assigned to the particular work location, subject to the direction of the judges and/or the Marshals Service. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. But the Employer shall not be penalized for the modification requested by the U.S. Marshals Service or the judge's petitions.

**Section 5.** Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of court security services. Failure to accept assignments when not excused by the supervisor for reasonable and good cause shall be grounds for discipline up to and including discharge.

**Section 6.** Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the

employee leaves the building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes.

*OK [Signature]*  
Section 7. Effective October 1, 1998, under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each full-time shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's break without prior approval from a supervisor or as instructed by a U.S. Marshal or a judge, shall not constitute overtime pay.

## ARTICLE XI - Wages/Shift Differential

Section 1. The hourly rate of pay for each employee is set forth in Schedule 1 of this Agreement which is attached hereto and incorporated herein by reference.

Section 2. Shift Differential - Effective October 1, 1998, all work performed between six (6) p.m. of one day through six (6) a.m. of the next day shall be paid at one hundred and three percent (103%) of the employee's regular hourly rate.

## ARTICLE XII - Holidays

Section 1. Whenever the term "holiday" is used it shall mean: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Section 2. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. The employee will be paid holiday pay only if:

- (a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed (provided he/she worked at least one (1) day during the week of the holiday; and
- (b) The employee is not laid off or on a leave of absence.

Section 3. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

Section 4. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay. In order to receive pay for holiday, the employee must be in a pay status.

Section 5. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior week's hours of work.

Section 6. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, 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).

### ARTICLE XIII - Sick Leave

Section 1. Effective October 1, 1998, each employee with a seniority date of August 1, 1995, or later, shall be eligible to accrue sick leave at one (1) day per month in which the employee works at least one hundred fifteen (115) hours. Employees hired prior to August 1, 1995, shall, effective October 1, 1998, accrue sick leave in accordance with the schedule in Puerto Rico's Mandatory Decree No. 74 (Fifth Revision)

Section 2. Subject to the provisions herein and the policies and practices of the Employer, the administration of the sick leave benefits, including accruals and payouts (including liquidation), shall be in accordance with Puerto Rico Act No. 84 of 1995, for employees with seniority dates of August 1, 1995, or later, and the aforementioned Mandatory Decree for employee with earlier seniority dates.

Section 3. Except in circumstances beyond the control of the employee, the employee shall notify his/her supervisor of the employee's illness as soon as the employee believes that he/she will be unable to report to work, and not later than the five (5) hours before that start of the applicable shift. It is understood that the use of sick leave shall not excuse the failure to comply with the Employer's normal reporting requirements, attendance requirements, and medical certifications (for absences exceeding two (2) working days).

### ARTICLE XIV - Vacations

Section 1. Effective October 1, 1998, seniority employees with seniority dates of August 1, 1995, or thereafter, shall be entitled to accrue annual paid vacation leave based on their continuous years of service in CSO service in the District of Puerto Rico with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, at the rate of 1.25 days per month of work in which the employees works at least one hundred fifteen (115) hours. Employees hired prior to August 1, 1995, shall, effective October 1, 1998, accrue annual paid vacation leave in accordance with the schedule in Puerto Rico's Mandatory Decree No. 74 (Fifth Revision).

**Section 2.** Each employee who qualifies for vacation leave in accordance with the provisions of this Article shall notify his/her District Supervisor in writing prior to April 1<sup>st</sup> of each year of his or her first and second choice for desired vacation periods, if any. The District Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of the employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations.

**Section 3.** Subject to the provisions herein and the policies and practices of the Employer, the administration of the vacation benefits, including vacation day accruals and payouts (including liquidation) shall be in accordance with Puerto Rico's Act No. 84 of 1995, for employees with seniority dates of August 1, 1995, or later, and the aforementioned Mandatory Decree for employees with earlier seniority dates.

**Section 4.** Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on an unpaid leave of absence or laid off.

**Section 5.** Employees may use their vacation leave once they have accrued it for one (1) year. In case of urgent need and through written agreement with the Employer, the employee may use in advance, what they have accrued up to the time the request of leave is submitted to the Site Supervisor.

## ARTICLE XV - Leaves of Absence

**Section 1.** Unpaid personal leaves of absences not to exceed thirty (30) calendar days per contract year may be granted at the discretion of the Employer without loss of seniority.

**Section 2.** A seniority employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the employee's disability is made known to the Employer and, is supported by a doctor's certificate denoting the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work. This leave will be concurrent with leave granted by the Family Medical Leave Act (FMLA).

**Section 3.** An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave,

shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

**Section 4.** A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
  - (i) the reasons for such leave;
  - (ii) the effective date of such leave; and
  - (iii) the estimated date of return to work.
- (b) The written request for a leave of absence shall be submitted to the employee's Site Supervisor for final disposition.
- (c) 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.
- (d) Extensions of a leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.

**Section 5.** All leaves of absences shall be subject to the following general provisions:

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

**ARTICLE XVI - Bereavement Leave**

Effective October 1, 1998, employees shall be entitled to three (3) days of paid bereavement leave per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child or sibling. Proof of funeral attendance may be required by the Employer. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

**ARTICLE XVII - Health and Welfare**

Section 1. For the remaining years of this Agreement, the rates for health and welfare benefits payments shall be paid in accordance with the schedule listed below:

Oct. 1, 1998	\$1.39
Oct. 1, 1999	\$1.62
Oct. 1, 2000	\$1.85
Oct. 1, 2001	\$2.08

Section 2. In lieu of paying the above amounts, the Employer may, in its discretion, offer employees the opportunity to participate in an Employer sponsored health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by federal law.

Section 3. The Employer may offer employees the opportunity to participate in other non-retirement related fringe benefit programs generally made available to other court security officers employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc. Therefore, it is specifically understood that employees shall continue to be eligible to participate in the Employer's current 401(k) plan made generally available to its non-unit employees, subject to the terms of that plan and the Employer's continued sponsorship of that plan.

**ARTICLE XVIII - Union Membership, Dues, Fees**

Section 1. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will

not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

Section 2. Each employee who was employed on or before May 20, 1996, and who is a member of the Union as of the effective date of this Agreement shall either:

- (a) Remain a member of the Union for the remaining term of this Agreement;  
or
- (b) Pay the agency fee, as set forth below, for that term.

Section 3. Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, shall within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later, either:

- (a) Become a member of the Union;
- (b) Pay the Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues to Union members in the unit).

Section 4. Any employee hired after the effective date of this Agreement, shall, within 30 days after the satisfactory completion of his or her probationary period, either become a member of the Union or pay the Union an agency fee as described in Section 3(b), above.

Section 5. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Union from the employee's pay check. These deductions will be made per pay period for full-time employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.

The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.

Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, initiation fees and service fees are. The Employer will remit all such deductions to the Union by mail. The money will be forwarded within five (5) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.

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.

Moreover, this Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation.

Section 6. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.

Section 7. The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deduction from the employees.

## ARTICLE XIX - Union Representation

Section 1. The Union Local President and/or the International Representative and/or their designees may be permitted access to the Employer's office at the site at mutually agreeable times upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement.

Section 2. There shall be no Union business conducted during an employee's work time.

Section 3. The Union is responsible for providing written notification to the Employer's Site Management, and the Director of Human Resources as to the individuals officially designated to act as representative of the Union within ten calendar days of their appointment. An employee shall not be permitted to engage in Union duties until notification is received by the Employer.

Section 4. A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the expressed written approval of Site Management.

## ARTICLE XX - General Provisions

Section 1. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, sexual orientation, disability or other legally protected classification, as prohibited by controlling law, but no claim under this section shall be grievable.

Section 2. 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.

Section 3. The Union may request the release of employees for the purpose of attending to Union business. Such requests shall be made at least two (2) weeks in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a District under this provision on any one occasion. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its contract with the Government and the interests of the Marshals Service. Leaves granted under this provision shall be without compensation by the Employer.

Section 4. 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.

Section 5. The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provided, the Employer will provide an allowance to the employee of fifty-five (\$55.00) dollars per examination. Physical/medical exams may be required by the operation of the Government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The employee shall provide the Employer proof of the medical examination via written examination results which includes a statement concerning continued fitness for armed duty as a prerequisite for continued employment. The Employer shall retain the original or a copy of the results, annotate records and provide same to the Government as required by the contract.

Section 6. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's contract with the Government and the Employer's policies as in effect from time to time.

**Section 7.** A uniform allowance of eleven (\$0.11) cents per hour shall be paid for each hour of work up to 40 hours per week.

**Section 8.** Each December, an annual bonus equal to two (2.0%) percent of the total wages earned as a CSO between the preceding Government contract year (October 1 to September 30), up to ten thousand (\$10,000.00) dollars in total base wages, which is a maximum of \$200, shall be paid to all employees who worked at least 700 hours as CSOs under Employer's contract with the USMS during the Government contract year preceding that December (i.e., October 1 through September 30). For the first contract period, while not obligated by law because it is not a complete contract year, the Employer agrees to pay the first bonus in December, 1998. This payment is deemed to satisfy any applicable local requirement for a Christmas or other annual bonus to the extent the employees may be eligible therefor under local law or Company policy.

**Section 9.** Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

## ARTICLE XXI - Strikes and Lockouts

**Section 1.** So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

**Section 2.** Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

**Section 3.** During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

## **ARTICLE XXII - Service Contract Procedures and Obligations**

**Section 1.** The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the Government's directive. A copy of a written directive covered by this provision shall be provided to the International UGSOA President upon request.

**Section 2.** A copy of any notice of removal resulting at the request of the Government shall also be provided to the UGSOA's International President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal thereto, in accordance with the Marshals Service's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Marshals Service, including any modification thereto, which it receives from the Marshals Service.

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

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

**Section 5.** Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by Section 1, above, or by a removal order covered by Section 2, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

## **ARTICLE XXIII - 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 XXIV - Waiver, Entire Agreement and Amendments

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.** This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. In addition, the Union acknowledges and agrees that any prior understandings or agreements reached with the predecessor Employer are void and in no way binding on MVM, Inc.

**Section 3.** This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

## ARTICLE XXV - Duration of Agreement

**Section 1.** This Agreement (other than the provisions relating directly to wages) shall remain in full force and effect until 11:59 p.m. on September 30, 2002 (or any extension periods granted to Employer by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one hundred and eighty (180) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.

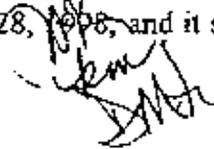
**Section 2.** This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Government that the Employer's current contract shall be reprocured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.

**Section 3.** Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to its President. Subject to Section 4, below, within thirty (30) days of the issuance of a notice to terminate this Agreement

as set forth above, the parties shall commence the process for negotiation a successor to this Agreement.

Section 4. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide court security services for the federal courts within the jurisdictional boundaries of the United States District Court for the District of Puerto Rico. In such relationship shall also terminate, as shall any further duty to bargain.

Section 5. This Agreement shall take effect upon its execution by both parties, August 28, 1998, and it supersedes any and all prior agreements or understandings between the parties.

Handwritten signatures and initials in black ink, appearing to be the signatures of the parties to the agreement.

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

UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, LOCAL 72

Willie Judkins  
Willie Judkins, President of Local 72

Date: 8-20-98

MVM, Inc.

Dario O. Marquez  
Dario O. Marquez, President

Date: 8-29-98

Karen M. Marquez  
Karen M. Marquez, Vice-President

Date: 8/28/98

## STANDARDS OF CONDUCT

It is vital that you realize that you are a representative of MVM and that **YOU WILL BE HELD ACCOUNTABLE FOR ALL OF YOUR ACTIONS**. The following acts, either in commission or omission will serve as **INCONTESTABLE GROUNDS FOR TERMINATION**, without further warning, on the basis of "GROSS MISCONDUCT," upon verification by appropriate investigation:

- **Assault.** Making or uttering verbal or physical threats or fighting.
- **Theft or pilferage** by an officer.
- **Sabotage.**
- **Destruction of property.**
- **Dishonesty:** Accepting bribes, enabling a person to secure stolen property, permitting unauthorized access to classified material, or lying.
- **Falsification:** Making or authorizing fraudulent entries on official documents, falsifying reports.
- **Insubordination** toward the client, supervisors or management personnel.
- **Disregard of lawful orders:** To include written post orders, special orders or instructions, or verbal instructions from supervisors or management personnel.
- **Violation of rules, regulations or established policy** of MVM or its clients.
- **Sexual harassment or discrimination** towards MVM and client employees and visitors.
- **Intoxication:** Drinking or being under the influence of alcohol, illegal use of drugs, or controlled substances while on duty.
- **Negligence:** Sleeping on duty, abandoning post, leaving post without proper authority, failing to perform duties as prescribed.
- **Absenteeism:** Failure to report for work. Failure of a relieving officer to notify the designated Supervisor or Project Manager of his/her inability to report for duty (No Call/No Show). Unsatisfactory attendance.
- **Tardiness.** Repeated failure to report to work on time.
- **Conduct which impugns or disparages** the client or MVM.
- **Insubordination**
- **Failure to perform duties** in satisfactory manner
- **Falsifying or misrepresenting information** on employment forms or Government reporting forms.
- **Breach of Security**
- **Immoral conduct.**
- **Destruction of property.**
- **Criminal misconduct.**
- **Abuse of authority.**
- **Violation of MVM's policies and procedures.**

The following acts, either in commission or omission, can serve as incontestable grounds for disciplinary action including **SUSPENSION FROM WORK, REDUCTION IN WORK HOURS, DEMOTION OR TERMINATION**. The disciplinary action taken could be on the basis of "misconduct" or "gross misconduct" depending on the degree of severity of the act(s), as revealed through investigation.

- **Accepting any fees.**
- **Any act of cruelty, inappropriate conduct, oppression** directed to employees, client, visitors, court staff, general public or another member of the security force.
- **Communicating orders or information** to any person not authorized to receive them.
- **Conduct unbecoming of an officer or prejudicial to discipline.**
- **Violating or willfully or carelessly permitting violations** of MVM or client rules, regulations or contract requirements.
- **Entertaining unauthorized persons** on post.
- **Failure to deal politely and courteously** with the client or visitors to client facilities.
- **Consumption of alcohol** within 8 hours of reporting for normally scheduled duty.
- **Unauthorized activities on duty:** Reading unauthorized materials on post. Having any radio, tape player or television on post. Working on personal projects such as hobbies.
- **Using the telephone** for any reasons other than security purposes.
- **Fraternalization with MVM employees or clients employees** while on duty.
- **Any off duty conduct** that impairs the ability to obtain or maintain a security clearance or license, if required.
- **Breach of Chain of Command**, except to the extent necessary to comply with orders or accommodating the need of the Government.

APPENDIX 2

VIOLATIONS	OPTIONS						
	Documented Warning Counseling	Documented Warning Letter of Reprimand	Documented Probation	Remedial Training as Appropriate	Suspension Investigation	Termination from Duty	Potential Criminal Prosecution
Violating rules and regulations governing client buildings and grounds.		•			•	•	•
Failing to demonstrate courtesy, good manners, respect, and helpful attitude.		•		•		•	
Unauthorized use of client property, including telephone.					•	•	
Falsifying or unlawfully concealing, removing, mutilating, or destroying any official documents or records.						•	•
Disclosing any official information or making any news or press releases.					•	•	•
Escorted as authorized by law enforcement officials in uniform, general visitors or policies.			•	•	•	•	
Unauthorized disclosure of any duty assignment(s) or security-related issue.					•	•	•
Sleeping on duty; failing to devote full attention to assignment, conducting personal affairs on duty, refusing to render assistance or cooperation in upholding integrity of the work site; any neglect of duty or violation of rules.					•	•	
Not remaining on duty until properly relieved. Abandoning post.					•	•	
Displaying Disorderly or immoral conduct, using abusive/offensive language, quarreling, intimidating, fighting or disturbing.					•	•	
Gambling, wagering or promoting same.		•			•	•	
Knowingly associating with convicted felon or persons connected with criminal activities. (This does not apply to immediate family members)					•	•	
Accepting or soliciting gifts, favors or anything of value in connection with official duties.				•	•	•	
Using uniform, uniform badge, or other identification for other than official business while on or off duty.					•	•	
Unethical or improper use of official authority or credentials.					•	•	
Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, records, investigations, or proceedings.			•		•	•	•
Wrongfully making false statement(s) about other contract employees or officials, employees or the general public.		•	•		•	•	

APPENDIX 2

VIOLATIONS	OPTIONS						
	Documented Warning Counseling	Documented Warning Letter of Reprimand	Documented Probation	Remedial Training as Appropriate	Suspension Investigation	Termination from Duty	Potential Criminal Prosecution
16701 Women's Army Corps or discrimination or sexual harassment by contract employees, client employees, or the general public.					•	•	
Failing or delaying (without justifiable cause) to carry out a proper order of a Supervisor or other official having the authority to give such orders.						•	
Eating, drinking, drinking at the duty station or taking breaks in any location except those designated as authorized break areas.	•	•	•		•	•	
Security employment with outside contractors and employment which results in employee working in excess of 12 hours per day.	•	•	•		•	•	
Employment with or without compensation by any foreign Government, firm, corporation, or individual that is either controlled or managed by any foreign Government.						•	
Employment as a consultant or contract employee of the client, or any other position which would constitute a real or apparent conflict of interest with the mission of the client.						•	
Criminal misuse of weapons or the carrying of any unauthorized weapons.						•	•
Tardiness/late.	•	•	•		•	•	
Engaged in Criminal activities of any (Charged or convicted).					•	•	•
Nozzle/No show.			•		•	•	

## APPENDIX 3

### DEFINITION OF TERMS

**Absent without Leave (AWOL)** - an unauthorized or not notified absence from the job without the proper authorization of the supervisor or manager in charge.

**Abuse of Authority** - Conduct or behavior which exceeds legal, regulatory or specifically approved parameters of performance and/or supervision which has been vested in an employee due to his/her job responsibility while employed to work on the Court Security Officer (CSO) Program contract.

**Assault** - Any willful attempt or threat to inflict physical injury coupled with an apparent ability to do so, causing a present fear of immediate harm.

**Attendance** - to regularly and punctually report to work as scheduled to fulfill and comply with the employment responsibilities of the position.

**Battery** - Any illegal beating or touching of another person either directly or with an object.

**Breach of Chain of Command** - The willful disregard for the Employer's established levels of supervision and management, and failure to follow prescribed procedures for communicating and resolving issues at the lowest level of supervision (e.g., through the employee's immediate supervisor), except under circumstances specifically identified in the Employers' or clients' policies or procedures. Good communications are essential to the health and functions of the Employer. Employees are encouraged to ask questions and get issues resolved as expeditiously as possible, by working through the Chain-of-Command. The following chart should help employees in getting questions and concerns answered or resolved:

ADMINISTRATIVE	OPERATIONAL
Lead Court Security Officer	Lead Court Security Officer
Site Supervisor	Site Supervisor (if applicable)
Contract/Project Manager	Marshal/or Designee (COTR)
Operations Coordinator	
Director of Government Security Services	

**Conduct which Impugns or Disparages** - Includes but not limited to acts and/or behaviors that discredit or call into question or doubt the integrity, honesty, or overall performance of Government or Employer officials.

**Counseling** - To advise or provide guidance that is given for the purpose of correcting deficiencies in behavior or performance.

**Criminal Misconduct** - Includes but not limited to any behavior or act that would constitute a crime (misdemeanor or felony) under the laws of any jurisdiction.

**Destruction of Property** - Negligent or intentional damage to equipment or property that belongs to another person or entity.

**Disciplinary Action** - Includes progressive measures (e.g., counseling, remedial training, suspension or termination of employment) taken or imposed by the Employer that are intended to correct or punish wrongful or deficient behavior or performance in an effort to bring work performance or behavior in line with acceptable standards and ensure contract compliance.

**Discipline** - A system of strict control to enforce obedience, encourage orderly conduct, and foster behavior that accepts rules and authority in the performance of one's duty.

**Drinking on Duty** - Relates to unauthorized and prohibited consumption of alcoholic beverages while performing scheduled or unscheduled work on the Employer's or client's premises, or within a restricted time period prior to reporting for duty when such consumption is proscribed by contractual specifications.

**Falsifying or Misrepresentation of Information** - Includes by not limited to providing information that the employee knows is not accurate and fails to notify anyone of the correct information once the employee has been informed of such.

### **APPENDIX 3**

**Fighting** - Engaging in a physical or verbally disruptive confrontation with the public, client, supervisors or colleagues on or off duty. This activity may affect the suitability of employment on this or other Employer's contracts.

**Grooming and Dress Standards** - The requirements related to the personal and physical appearance of the employees. These standards are job-related since they are needed to convey to the general public and our clients an image and a sense of respect befitting and proper of a professional Court Security Officer. Personal appearance coupled with the conduct of service and attention should be trademarks of a CSO. Among these standards, but not limited to are: Clothing will be uniform and standard pants and blazers for males. Females can use either pants and blazers, or skirts and blouses with blazer. Style and color will be determined by the Employer or Government. The uniform will be used at all times while working time. No jumpsuits are allowed. Name tags and ties are to be worn as part of the uniform. No cellular phones are to be carried, while on duty. Personal pagers (beepers) may be allowed, but prior Employer authorization is needed. For security reason and image bearing or presence excessive jewelry is not acceptable. Female officers are allowed to wear earrings with a diameter no greater than one (1) inch. No earring is acceptable in male security personnel. A wrist watch is allowed. Finger rings are allowed, one on each hand. Neck chains are allowed provided they are covered by the employee's blouse or shirt. Appropriate hair cuts or styles are to be worn at all times. No ponytails and beards worn by male officers shall be accepted.

**Illegal Use of Drugs/Narcotics** - The use of illegal substances, drugs and/or narcotics prohibited by law and the use of prescribed medication that has not dispensed to the person using said medication.

**Immoral Conduct** - The engaging in behavior on or off the job which fails to conform to the community's standards.

**Inappropriate Conduct** - Includes but not limited to the violation of Employer or client policies, rules, regulations, Standards of Conduct, Code of Conduct (e.g. any act or behavior that is unbecoming of a CSO commissioned as a Special Deputy US Marshals.

**Insubordination** - Any refusal by the employee to follow orders, requests or instructions given by the Employer and client within scope of their authority.

**Intoxication** - The effect on the body and the mind from ingesting alcohol, hallucinogens, drugs or narcotics that impairs the employee's ability to perform his/her job, and/or exceeds the limits prescribed by law.

**Job Description** - Includes a set of duties, responsibilities and essential functions established by the Employer for the position which are contained in the Bargaining Unit, that an employee has to satisfactorily perform to deliver the services for which the Employer has been contracted and the employee hired.

**Misappropriation of Funds** - Includes but not limited to the theft, temporary removal, or dishonest use of client or Employer monies for personal benefit or gain without receiving authorization or approval.

**Neglect of Duties** - The failure to perform tasks as assigned or required by the contract that are specified by post orders or related by the supervisor or client within the scope of their authority.

**Recruitment Requirement** - Those requisites and job related needs determined by the Employer and client and are required to effectively provide security related services to the Government. These requirements include but are not limited to job experience, language skills, weapons knowledge and proficiency and other requirements as deemed required by the Employer and Government.

**Termination** - The involuntary cessation of employment. Such action is deemed to be appropriate because of the severity of a violation and/or breach of rules, or because of related similar offenses having occurred and there is no expectation that further counseling, close supervision and/or training will remedy the employee's behavior or performance.

**Theft** - The act or instance of taking the property belonging to another person without the owner's consent; stealing.

## SCHEDULE 1

### WAGES

For the contract year beginning October 1, 1998, the hourly wages that will be paid to all Court Security Officers for the District of Puerto Rico shall be in accordance with the following schedule:

	Present Wage Rate	Wages 10/01/98 With New Step & Increase	Wages 10/01/99 3.5%	Wages 10/01/00 3.5%	Wages 10/01/01 3.5%
WAGE 1	\$8.80	\$9.56	\$9.89	\$10.24	\$10.60
WAGE 2	\$9.06	\$9.56	\$9.89	\$10.24	\$10.60
WAGE 3	\$9.33	\$9.69	\$10.03	\$10.38	\$10.74
WAGE 4	\$9.61	\$10.52	\$10.89	\$11.27	\$11.66
WAGE 5	\$9.90	\$10.52	\$10.89	\$11.27	\$11.66
WAGE 6	\$10.26	\$10.71	\$11.08	\$11.47	\$11.87
WAGE 7	\$10.56	\$11.15	\$11.54	\$11.94	\$12.36
WAGE 8	\$10.88	\$11.38	\$11.78	\$12.19	\$12.62
Lead CSO	\$11.40	\$11.90	\$12.32	\$12.75	\$13.19

**SCHEDULE 2 - Current Wages**

Employee's Current Wages Effective Through September 30, 1998

**Puerto Rico**

NAME	ANNIVERSARY DATE	RATE OF PAY
AGUIRRE, ALFREDO	08/26/94	\$9.61
ALICEA, MIGUEL	06/30/91	\$10.26
ALVAREZ, YOLANDA	01/21/91	\$10.56
ARROYO, LUIS	02/10/97	\$8.80
BERRJOS, MANOLIN	06/30/91	\$10.26
BRUNO, LUIS	01/08/93	\$9.90
CENTENO, PEDRO	11/26/88	\$10.88 / \$11.40
COLLAZO, NIVEA	07/20/93	\$9.90
COLON, RUBEN	12/15/94	\$9.33
COMAS, LUIS	01/22/91	\$10.56
CORIANO, JESUS	05/29/90	\$10.88
DELGADO, HECTOR	08/11/86	\$10.88
DIAZ, ANGEL	06/23/97	\$8.80
DIAZ, JUAN	11/25/88	\$10.88
DIAZ, NANCY I.	08/23/95	\$9.33
DOMENA, ERASMO	10/01/83	\$10.88
DeCOURCEVIL, RENE	07/30/93	\$11.40
DeGRACIA, ARSENIO	10/12/83	\$10.88
ESPINOSA, PEDRO S.	02/03/92	\$10.26
FIGUEROA, JEDAN O.	02/29/96	\$9.06
FONTANEZ, JUSTO R.	07/16/96	\$9.06
FUENTES, RAMON L.	06/28/91	\$10.26
GALBAN, EDWIN V.	07/29/96	\$9.06
GARCIA, NATIVIDAD	06/28/91	\$10.26
GINES, CARMELO	11/25/88	\$10.88
GUZMAN, JULIO	01/11/95	\$9.33
HAYES, WILLIAMS J.	02/29/96	\$9.06
HERNANDEZ, AMELIO	08/11/86	\$10.88
HERNANDEZ, BEATRIZ	04/06/93	\$9.90
HERNANDEZ, JOSE L.	10/21/90	\$10.88
HERNANDEZ, EPIFANIO	06/23/89	\$10.88
JUDKINS, WILLIE	10/14/89	\$10.88
LOPEZ, RAFAEL	10/01/83	\$10.88
LeBRON, ROBERTO	10/20/83	\$10.88
MARTINEZ, JULIO M.	06/03/93	\$9.90
MENDEZ, WILLIAM E.	08/26/95	\$9.33
MORALES, HECTOR L.	01/16/96	\$9.06
ORTIZ, WILLIAM	02/10/97	\$8.80
PAGAN, RAMON	10/03/95	\$9.06

SCHEDULE 2 - Current Wages

NAME	ANNIVERSARY DATE	RATE OF PAY
PEREZ, MORALES L.	01/23/97	\$8.80
PEREZ, CARLOS A.	10/22/90	\$10.88
RAMIREZ, ANGEL B.	09/27/95	\$9.06
RIVERA, LUIS	06/28/91	\$10.26
RODRIGUEZ, MARCIAL	02/01/90	\$10.88
RODRIGUEZ, EZEQUIEL	02/29/96	\$9.06
ROMAN, JOSE A.	06/02/93	\$9.90
ROSADO, JAVIER	05/20/97	\$8.80
RUIZ, JULIO L.	04/29/84	\$10.88
SALGADO, JUAN	06/16/85	\$10.88
SANCHEZ, LUIS O.	06/28/91	\$10.26
SANTIAGO, EMILIO	10/02/87	\$10.88
SIERRA, CARLOS A.	06/28/91	\$10.26
TOLEDO, DANIEL	07/02/93	\$9.90
VILLAVICENCIO, H.	08/29/86	\$10.88
VIZCARRONDO, S.E.	01/30/95	\$9.33
ZAYAS, CARLOS Jr.	01/30/92	\$10.26