

Collective Bargaining Agreement

Between

**MVM, Inc.
and
UGSOA Local 44**

**at the
*IMMIGRATION AND
CUSTOMS ENFORCEMENT
Headquarters***

WASHINGTON, DC

October 15, 2007 through September 30, 2010

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PREAMBLE

This Agreement is made and entered into on October 15, 2007 by and between MVM, Inc., a Virginia based company, herein referred to as the "Employer" or "Company" and the United Government Security Officers of America International Union, and it's affiliated Local 44, hereinafter referred to as "UGSOA" or the "Union."

ARTICLE 1 Recognition

Section 1. The Employer recognizes UGSOA, which was certified by the National Labor Relations Board on September 14, 1997, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for all full-time and regular part-time Immigration Protective Service Officer (IPSOs) assigned to the ICE Headquarters and any other facilities under the ICE contract (hereafter IPSOs), excluding employees defined as, managerial, management supervisory, office and/or clerical employees, temporarily assigned employees, substitute employees and all other employees of the Employer. The Bureau of Immigration and Customs Enforcement may hereinafter be referred to as "Client".

Section 2. The term "employee" as used in this Agreement shall refer to employees of the Employers who are classified by the employer as "full-time" and regularly schedule work for 40 or more hours per week and who are classified by the employer as "part-time and regularly work less than 40 hours per week," except those excluded employees listed in Section 1.

Section 3.

a. It is expressly understood that non-bargaining unit employees will not perform the duties of the employees in the bargaining unit, except as necessary to fulfill the work under the Government contract.

b. However, the exception in subsection (A) above will not apply where it can be proven that the Employer fails to employ adequate staffing levels of regularly assigned security officers to cover work, and to cover work when employees take leave.

c. Managers cannot be assigned to cover overtime positions or posts except in emergency situations as determined by the Employer, or when specifically directed by the Bureau of Immigration and Customs Enforcement, or in situations dictated by availability of personnel and amount of notice given for overtime. The Union retains the right to grieve the Employer's designation of "emergency situation."

ARTICLE 2 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 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 Client facilities 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 requirements of the Government and the Employer, as determined by the Employer. Should there be a need to change or modify any right considered a mandatory subject for bargaining under the Act (NLRA) the Employer will negotiate the effects of the change with the Union.

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 3

Access/Union Representation/Communication

Section 1. The Client and the Employer have the right to enforce access rules and regulations as promulgated by each facility.

Section 2. The Union Local President and/or the International Representative of the International office of the United Government Security Officers of America and/or their designees may be permitted access to the Employer's office at the sites at a mutually agreeable time, 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 3. There shall be no Union business conducted during an employee's work time.

Section 4. The Union is responsible for providing written notification to the Employer's Site Management, and the Employer's Corporate Representative as to the individuals officially designated to act as representatives of the Union within ten calendar days of their appointment.

Section 5. 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.

Section 6. On a quarterly basis, the Employer shall provide UGSOA with an alphabetized list of all employees (Seniority and Contact Information). This list will be provided electronically.

a. For the purposes of establishing a seniority list, copies shall be posted at facilities designated by the Client or Employer.

Section 7. The Company agrees to recognize a Union Steward Program. The Company agrees to allow the Union Steward to be present when an employee, who is the subject of the investigation that could result in discipline, requests a steward to be present during a disciplinary or investigatory interview and immediately direct the affected employee to the available Union Representative. The Company will have the employee sign a form of waiver for Union Representation prior to the commencement of the interview when an employee declines Union representation. (Attached hereto, CBA Appendix "B")

ARTICLE 4 Work Rules

Section 1. The Employer has the sole right to promulgate, supplement, alter, modify, amend, and rescind work rules. For the purpose of this Article, work rules are defined as rules promulgated by the Employer, which regulate employees relative to and affecting their employment.

Section 2. Upon notification by the Employer the Union will have fourteen (14) calendar days to request to confer on any new or changed work rules. Failure to request the opportunity will be understood as concurrence by the Union.

Section 3. The Company will ensure that all employees have signed for and received a copy of all work rules, standards of conduct, and General ICE Headquarters policies, procedures and standards for which an employee will be expected to adhere-to.

ARTICLE 5 Discipline and Dismissal

Section 1.

a. After completion of the Employer's 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. In either case, the employee shall have the right to discuss the documentation with the Project Manager or Assistant Project Manager. The Union has the right to grieve or arbitrate on behalf of all employees that are disciplined except for cases when the Company is acting under the written directive of the Government. When the Government has notified the Employer in writing that the Government has removed the suitability of the employee, the Company will provide the employee all relevant documentation, if provided by the Government showing the reason for the dismissal. The Union has the right to

grieve or arbitrate on behalf of all employees that are disciplined except for cases when the Company is acting under the directive of the Government. When the Government has notified the Employee in that the Government has removed the suitability of the employee, the Company will provide the employee all relevant documentation, if provided by the Government showing the reason for the dismissal. If the employee wishes to appeal, he or she will provide the basis for their appeal in writing to the Employer within fifteen (15) days of removal. The Employer will present the position to the Government. After the Government presents a denial of an appeal or a non-response on the appeal, the Company may elect to proceed with the appeal of the Government's determination in accordance with the Federal Acquisition Regulations (Title 48, CFR Part 33).

b. Should a non-probationary employee wish to contest a suspension or 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 action (excluding Saturdays, Sundays and Holidays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3.

Section 2.

a. Conduct deemed inappropriate by the Employer, and just cause for disciplinary action shall include:

- Violation of MVM's Standards of Conduct
- Violations of MVM's Appearance Standards
- Violation of ICE HQ general; special and any other orders or instructions
- Violation ICE HQ Standards of Conduct
- Violation of ICE HQ height and weight standards
- Criminal or serious misconduct
- Or inappropriate behavior which brings discredit to MVM or its clients

b. The Employer recognizes that unsubstantiated or inappropriate allegations of misconduct have a deleterious effect on all employees, Employer good will and on Employer-Employee relations in general. As such unsubstantiated or inappropriate allegations of misconduct will not be tolerated. The Employer recognizes that allegations of misconduct may have a serious impact on the employee, therefore a thorough and fair investigation, as appropriate, will be conducted in order to determine if disciplinary action is warranted. If disciplinary action is warranted, it will be consistent with MVM's policy of progressive discipline.

Section 3. Progressive Discipline

a. MVM's management approach includes adhering to a sound and corrective progressive disciplinary process. Depending on the severity of the violation or behavior any of the steps indicated may be omitted. 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:

- 1) Documented Warning/Official Counseling/Remedial or additional Training, if appropriate,
- 2) Documented Warning/Letter of Reprimand/Remedial Alternative Training,
- 3) Documented Probation/Remedial Training,
- 4) Suspension of Duty/Administrative leaves with and/or without pay,
- 5) Termination,
- 6) Potential Criminal Prosecution.

b. The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. 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.

Section 4. Notice of Proposed Action.

a. Corrective Action shall consist of the following: Official Written Counseling, Letter of Reprimand, Probation/Remedial Training.

b. Adverse Action shall consist of the following: Any fine, suspension of duty, and termination.

Section 5. An employee against whom Adverse or Corrective Action is taken has the right to contest the action through Step 3 of the Grievance Procedure, beginning at the appropriate step.

Section 6. The Employer shall provide a written statement within five (5) days when an Adverse Action has been taken. The employee shall be provided an opportunity to submit a written or oral response within five (5) days to request a reversal with the Grievance Procedure commencing with Step 3.

ARTICLE 6

Performance Standards

Section 1. The company will evaluate job performance of employees based on attendance, punctuality, conformance with the appearance standards, job knowledge, customer service and courtesy to all parties, and the satisfactory performance of the duties of the position. Client comments, either oral or in writing, will also be taken into consideration. MVM evaluations are used to commend good performance and to address areas for improvement, if any. Formal evaluations will be written using the MVM Employee evaluation format, and may be done by the employee's shift supervisor, the Assistant Project Manager (APM) or the Project Manager (PM), as appropriate. Employees with no specific shift supervisor will be evaluated by the APM or PM. The employee is entitled to a copy of the evaluation. At the employee's option, minor disagreements or differing opinions may be addressed in an employee memorandum that will be attached to the evaluation. Such memoranda may explain, refute or provide additional information or facts. The memorandum and the evaluation shall remain together. Evaluations

may be grieved if there is substantial and factual disagreement between employee and employer, and if the evaluation may precipitate disciplinary action as noted below in Section 3.

Section 2. It is recognized that informal performance evaluations in the form of discussions and counseling are an ongoing management activity. Formal written performance evaluations are an Employer prerogative, and if implemented will be held once but no more than twice in a calendar year, except in the case of substandard performance addressed below in Section 3. The performance evaluation will be discussed in private with the employee. The purpose of the performance evaluation is to inform the employee of the assessment of his/her performance including, but not limited to, those elements articulated in Section 1, above. Good performance will be commended, and performance areas needing improvement will be identified and discussed.

Section 3. An employee who receives a below standard rating will be given a period of up to forty-five (45) days to correct or improve those performance areas identified as deficient, after which a second performance evaluation will be conducted. If appropriate, the Employer will make reasonable efforts to assist the employee in improving performance through additional training or counseling. An employee who cannot or will not improve identified deficiencies may be subject to disciplinary action up to and including termination.

ARTICLE 7 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 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.

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

Step One – Informal Step – 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 in writing or orally within three (3) working days.

Step Two – If the grievance is not resolved at Step One, the grievance shall be reduced to writing and delivered, in person, to the Supervisor within five (5) working days from the date on which the supervisor's answer to the Step One complaint was received, or should have been received. 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 Supervisor (or his/her designee) shall meet to discuss the grievance. The Supervisor shall give a written decision to the grievant within five (5) working days after the receipt of the grievance.

Step Three – If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Project Manager within ten (10) working days after the completion of Step Two. The Project Manager (or his/her designee) will meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within ten (10) fifteen (15) working days after receipt of the grievance.

Step Four – 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 therefore 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 Director of Human Resources.

Only the Union (i.e., no individual grievant) may move a grievance to Step Four.

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 fifteen (15) 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 American Arbitration Association. Each arbitrator provided by the AAA's list shall be a member of the National Academy of Arbitrators.

At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence or 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.

The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by the losing party. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the individual's attendance is required by the Employer. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement.

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 awarded 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 8 No Strikes/Lock Out

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 subject to disciplinary action, to include termination. 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 9 Hours of Work, Lunch, Sign-In/Out, Callback and Overtime

Section 1. For the purpose of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time employees. Full-time employees will receive an unpaid/uninterrupted lunch period of at least thirty (30) minutes. Paid relief breaks (fifteen (15) minutes for each four (4) hours of scheduled work) will be given. 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. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as vacation pay, holiday pay, and paid leave of absence. The regular workday includes guard mount.

Section 2. Management will not work employee post or assignments unless officers are not able to or refuse work available.

Section 3. 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 eight (8) hours in a workday. Actual time worked for the purpose of computing overtime does not include hours in non-work status (such as vacation, holiday or paid leave of absence).

Section 4. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 5. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location. Site/Location employees will have first right of refusal, then persons will be taken from the voluntary seniority roster on a rotating basis, to the extent possible.

a. Posts that create an overtime assignment will be filled first on a voluntary basis using seniority on the shift where the overtime position exists. If the assignment cannot be filled, bargaining unit members at the site on other shifts will be offered the overtime in seniority order.

b. If the open posts cannot be filled on a voluntary basis, overtime positions will be filled amongst those on the current shift, by reverse seniority. Employees will not have the right to refuse; however, an Employee may be excused with the approval of the Site Supervisor for an approved and justified reason.

c. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime in the order of reverse seniority.

d. Employees will not be permitted or required to work more than sixteen (16) hours in any 24 hour period.

Section 6. 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 IPSOs. Failure to accept assignments when not excused by the supervisor will be grounds for discipline up to and including discharge. Employees on active payroll effective May 1, 2007 will be excluded from this requirement.

Section 7. 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 upon arrival, departure and lunch.

Section 8. When the Employer requires a gear up and a gear down period prior to and after the normal work shift, the time spent in such activities shall be considered as time worked. This time, usually referred to as “roll call” or “guard mount,” shall consist of 20-minute gear up prior to assuming duties and a 10-minute gear down time at the end of the duty day, the total of which may not exceed thirty (30) minutes.

Section 9. The Employer may reschedule an employee's meal period during the workday when operational needs preclude relieving the employee of work-related duties. The Employer will make its best effort not to reschedule meal periods within the first two or last two hours of the shift. Employees may accept the reschedule at any time for their personal convenience.

Section 10. Call-back applies to an employee who is called back to a Client facility or designated work site after completing a shift. An employee called back to the facility/work site after they have left the site shall be paid for the time actually worked upon return to the facility/work site, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

Section 11. When two officers report for the same assignment due to an error by the Employer in scheduling, the officer that is released will receive four (4) hours of regular pay.

ARTICLE 10

Wages

Section 1. The hourly rate for all work or duties (i.e. range time, physicals and deputation and any other activity related to PSO duties) of pay is set forth in Appendix A.

ARTICLE 11

Section 1. Payments. To be eligible for Health & Welfare Benefits, an employee must be a regular full-time employee and work a minimum average of thirty-two (32) hours per week. Health and Welfare payments shall be provided by the Employer on behalf of the Employee at the rate set forth in Attachment A of this Agreement, which is attached hereto and incorporated herein by reference. The Employee may elect to have the payments placed in any group plan offered and sponsored by the Employer or by the Union, or the Employee may receive cash.

Section 2. Other Benefits. The Employer will, when possible, offer Employees the opportunity to participate in other Employee-paid fringe benefit programs that are available to all Employees employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

Section 3. Life Insurance/Accidental Death and Dismemberment. Employees will be covered in accordance with the provision of the Plan. Coverage shall be in the following amounts:

Class 1	Full-time Employees	\$20,000
Class 2	Part-time Employees	\$10,000

ARTICLE 12
Vacation

Section 1. HOURS

a. Eligible full-time employee's annual vacation shall be calculated in accordance with the following schedule:

After 1 year	80 hours
After 3 years	120 hours
After 10 years	160 hours

b. Length of service includes the entire span of continuous service with the present contractor or previous contractor of the ICE Headquarters Government's contract.

c. Eligible part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year as compared to 2080 hour work year.

Section 2. ELIGIBILITY

a. Seniority shall control selection of paid vacation periods.

b. As schedules and operational needs permit, an employee shall be allowed to take any amount of paid vacation time available or due. Employer shall make reasonable efforts to accommodate an employee's request.

c. By mutual agreement between an employee and the supervisor, paid vacation may be taken in non-consecutive days.

d. Should an employee suffer a death in the immediate family during a period of paid vacation, the employee shall be permitted to substitute bereavement leave for paid vacation.

e. Vacation shall be used or paid out during the twelve (12) month period immediately following the year in which it was earned, (i.e., in the twelve (12) month period subsequent to the employee's anniversary date and prior to his/her next anniversary date) or the employee may maintain one (1) year worth of earned vacation leave. Excess leave over the

stated amount shall be paid to the employee within two pay periods after the employee's anniversary date.

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

g. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Project Manager, in writing, no more than ninety (90) days in advance; Special requests may be made when decisions need to be made more than ninety (90) days in advance; in such event, Employer may require a proof of purchase of tickets. Tickets of any type purchased prior to the approval of vacation will not be considered.

h. The Employer will recognize unit seniority when scheduling Employees for vacation. 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.

i. The Company will not deny vacation requests when the Employee gives a minimum of seven (7) days' notice. If an employee fails to make a request in writing prior to May 1st seniority will not be applicable to displace anyone who made the request in a timely manner.

ARTICLE 13
Holidays

Section 1. The employee under this Agreement shall observe the following days as holidays in compliance with federal law as to the actual day and date of observation:

- | | |
|-------------------------------|------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Labor Day |
| Presidents Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
- Inauguration Day (every fourth year in the Washington DC metro area)
Death of a current or past President- Federal Observance by Executive Order.
Any day the President gives the local federal government off with pay and the Client closes its operation to the public.

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, if the employee has been in paid status (e.g. paid leave or work status) in the week of the holiday.

Section 3. Any full-time employee who works as scheduled on a holiday shall receive 1.5 times the rate of pay for hours, and in addition shall receive eight (8) hours holiday pay.

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 meet the requirements in Section 2.

Section 5. Holiday pay for regular part-time employees, who was scheduled to work a holiday, who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid prorated to the full-time benefit based on their prior week's hours of work divided by forty (40).

Section 6. Any regular part-time employee who works as scheduled on a holiday shall receive 1.5 times the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior week's hours of work.

ARTICLE 14 Types of Leave

Section 1. GENERAL PROVISIONS. Any employee who is unable to report to work due to an emergency shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift. Failure to do so constitutes an unauthorized absence.

Section 2. SICK/PERSONAL LEAVE. Each eligible full-time employee shall accrue a maximum of six (6) personal /sick leave days per full Government contract year, at the rate of one-half (1/2) day per month. For personal leave, an employee must request to use these days and must receive approval by the employee's immediate supervisor. Personal leave will be granted based upon Employer's operational needs. In the event of sickness, the supervisor(s) must be notified as soon as possible. The employer may request a medical certificate for any sick leave. For extended sick leave of three (3) days or more, a medical certificate will be required. The Employer may request a medical certificate for less than three (3) days where a pattern of abuse is suspected. An employee will be able to carry over three (3) unused sick/personal days into the new contract year.

Section 3. BEREAVEMENT LEAVE. Full-time employees shall be entitled 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, sibling, grandparent or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide his 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.

Section 4. JURY DUTY. Full-time employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving required jury duty. In order to be paid for this benefit, employee must (a) provide the supervisor a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, or as soon as the Employee receives notice, and (b) the employee must also submit all

compensation received (service fee and mileage) signed by employee and made payable to the Company within five (5) days of the Employee's return to work from jury service. Employee will be compensated for the jury service on his/her next paycheck. Part time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

Section 5. ADMINISTRATIVE OR LEGAL PROCEEDINGS.

a. When an employee is attending administrative or legal proceedings as directed by the Employer or is subpoenaed by the Employer to appear as a witness in an administrative or legal proceeding, the employee shall be granted time-off without loss of straight time pay. An employee subpoenaed by the State, Federal or a political subdivision thereof when the State, Federal or political subdivision is prosecuting a person for an offense which the employee, by virtue of being on Employer or client premises or work related areas during scheduled work hours, witnessed, shall be granted time off without loss of straight time pay for actual time spent in the proceedings. Employee shall be paid only after evaluation that attendance is job related. If attendance at such proceedings is out of the Metropolitan area, the employees shall be paid travel expenses in accordance with the Employer's policy and Government (Policy/Regulation).

Section 6. VOTING.

a. The Company and the Union encourage employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are required to notify their supervisor of any schedule conflict. Work schedules will be adjusted to accommodate employees' voting. Employees are reminded that voting locations are generally open in excess of 12 hours on Election Day and that voting should take place prior to or after scheduled work.

Section 7. Part-time employees shall receive a prorated share of the benefits described in the sections described above, if they are scheduled to work.

ARTICLE 15
Leaves of Absence

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

Section 2. An eligible employee may be granted an unpaid medical leave of absence for a specified period not to exceed twelve (12) weeks to include and additional weeks allowed by DC Law, provided the employee's illness is made known to the Employer and, 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 established 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 the satisfaction of a physician appointed by the Employer prior to the Employee's return to work. All

Employees shall be eligible for leave in accordance the FMLA and any other applicable law. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer may require employees taking FMLA covered leave to utilize paid time off as a part of the leave taken.

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) working days prior to the date such leave shall take effect, except in case of emergency, and shall include:

- the reasons for such leave;
- the effective date of such leave; and
- 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 review and 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) working 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 20 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 16

Physical Examinations and Drug Testing

Section 1. 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 examinations may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer agrees to bear the cost of the initial pre-employment physical examination and the initial annual physical examination, to the extent one is required. The Employer shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan. The Employer may designate the physician or clinic, at its discretion.

Section 2. Any drug testing conducted by the Employer shall be conducted pursuant to the Employer's Drug Free Workplace/Substance Abuse Policy (Policy No. 205), provided that any testing and/or examinations conducted pursuant to such policy shall be paid for by the Employer and that any testing and/or examinations shall be conducted during working time, and provided further that, if any testing and/or examinations are required outside of an employee's normal working time, the time spent for such testing and/or examinations shall be considered work time and a minimum of three (3) hours pay shall be paid for such time. 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.

ARTICLE 17

Agency Shop and Dues Check-off

Section 1. Dues Check-off: The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.

Section 2. Agency Shop: All Employees employed in the District of Columbia or at any federal enclave, who are not members of the Union, shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union's procedures for filing fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check off card. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the Employees paycheck on a monthly basis. These deductions will be made per pay period, not to exceed two (2) pay periods in a month. The CPA shall be selected by the Union and paid by the Union.

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 [c] [3] of the IRS Code), non-religious charitable organization from a list supplied by the Union. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

Section 3. TERMINATION FOR NON-COMPLIANCE WITH UNION SECURITY AND MEMBERSHIP PROVISIONS:

a. Pursuant to this section, before an employee is terminated for non-compliance the employee must first be notified by the union, via certified letter, return receipt requested, to pay the prescribed initiation fee and/or Union due. If the employee pays the delinquent initiation fee and/or Union dues within two (2) weeks after receipt of the notification, the employee will not be dismissed. This article shall not apply where prohibited by state law.

Section 4. DIRECT DEPOSIT:

a. The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the United Government Security Officers of America, Local 44 within ten (10) days from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a

violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

b. The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

ARTICLE 18 Leave for Union Business

A short term Union leave (without pay) may be granted to an employee to attend International Constitutional Conventions, Regional and/or State Conferences, etc. providing that no more than two (2) employees shall be granted this type of leave at the same time. The Union shall provide the Employer, in writing, two weeks in advance, the request for such leave. Such leave shall be granted depending upon operational needs of the Employer. Leave requests may be denied, if coverage is not available without the Employer incurring overtime and/or the release will impair the Employer's contractual obligations. Such leave shall not exceed a total of five (5) days per contract year.

ARTICLE 19 Transfer, Lay-off and Recall

Section 1. Whenever it is necessary to layoff employees or in the event the Employer's contract(s) for providing security services for the Government 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. Probationary employees.
- b. Part-time employees in the inverse order of their seniority.

c. Should it be necessary to further reduce the full-time work force, employees shall then be laid off in the inverse order of their seniority.

Section 2. Laid-off employees may not displace employees at other MVM 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 Employer's other sites 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 position 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 termination of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer, if they are deemed eligible by the agency.

ARTICLE 20 **Probationary Period**

Section 1. GENERAL CONDITIONS

- a. Newly hired employees shall be regarded as probationary for a period of ninety (90) days, commencing on the first day of actual work.
- b. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.
- c. During the probationary period the employees' work performance and general suitability for employment will be evaluated.

Section 2. EXTENSION OF PROBATIONARY PERIOD

The Employer may choose to extend an employee's probationary period. Such an extension shall be for a specific period of time not to exceed thirty (30) days.

Section 3. COMPLETION OF PROBATION

Upon successful completion of the probationary period, the employee shall be placed on the seniority list and given a seniority date which is retroactive to the employee's most recent date of hire.

Section 4. RELEASE DURING PROBATIONARY PERIOD

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the Employer. Actions taken by the Employer under this provision are not subject to the grievance or arbitration procedures of the Agreement.

ARTICLE 21 **Seniority**

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as a Justice Protective Service Officer for the Employer or a predecessor federal contractor to the Employer providing said service for the Department of Justice. Seniority shall not accrue until the employee has successfully completed his probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, job assignments, bidding opportunities, and extra work.

Section 2. One seniority list shall be maintained for the Immigration Protective Service Force. This list shall be maintained by the Employer and made available to the Local Union President on a monthly basis.

Section 3. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name. The Employer shall be entitled to rely upon the last known address shown in the employee's official records.

Section 4. 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;
- c. The employee is absent from work without advising the Employer and giving reasons acceptable to the employer for such absence;
- d. The employee fails to return to work within three (3) working days after receipt of the Employer's notice of its intent to separate him by certified mail to the last known address of the employee as contained in the employee's official records;
- e. The employee overstays a leave of absence or a vacation without an acceptable excuse;
- f. The employee gives a false reason for obtaining a leave of absence;
- 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; or
- i. The employee's credentials as a Special Deputy U.S. Marshal are terminated by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.

Section 5. 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 had at the time of transfer from the bargaining unit.

ARTICLE 22 Job Opportunities

Section 1. If a vacancy occurs in a regular position covered by this Agreement will be posted for a period of seven (7) working days (excluding Saturdays, Sundays and Holidays) at all

locations, unless immediate operational requirements dictate a lesser posting period. 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. The Employer reserves the right to fill the position in an emergency situation.

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 members of the bargaining unit in accordance with the above shall be done as soon as administratively feasible.

Section 4. Once an employee accepts a post he/she will remain in that post for a minimum of one hundred and twenty (120) days before applying for another post.

Section 5. Should no employee apply for the open post during the period which the posting is open, management will have the right to fill said post at their discretion.

ACTING SUPERVISORS:

Acting Supervisors will not be required to perform work that may be in violation of Section 2 (11) of the Act, but they will be required to act as a channel of communication for management. Acting Supervisors will transmit management directions and instructions to Officers and report any failure of employee behavior and/or conduct, discrepancies or deviations from the ICE Headquarters contract requirements, MVM Standards of Conduct and Post Orders.

ARTICLE 23 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, certifications and seminars that the Employer 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 for by the Employer if it is requested or mandated by the Employer and the employee will be on official time during the training program. 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 24
Uniforms, Protective Clothing, Tools and Equipment

Section 1. During the term of this agreement, the employer shall pay a uniform maintenance allowance to each employee in accordance with schedule "A", per hour of actual work, up to forty (40) hours in a work week.

Section 2. Uniforms and footwear shall be provided in accordance with the Government's contract.

a. In addition, the clothing shall include uniforms for foul and cold weather temperatures. This gear should provide protection and comfort to those officers who performs their duties outside and all perimeter posts.

b. Items includes: one (1) Parka coat with hood, one (1) trouser, and one pair of gloves or similar clothing equal or better. Items includes: one (I) parka coat with hood, one (I) trouser, and one pair of gloves or something similar, one set of long underwear. If approved by the U.S. Government.

Section 3. At the beginning of each contract option year, to the maximum extent reasonable and possible, MVM will transport new uniforms to the PSO office or another specified location, for distribution to the PSOs.

ARTICLE 25
Personnel Records

Section 1. An employee, upon written request to the Employer, may review his official personnel file located at the Employer's headquarters. The employee may be accompanied by a Union Representative who is a member of the bargaining unit. The employee will be given a reasonable amount of time to review the file in the presence of an Employer representative.

Section 2. An employee's personnel file may contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the Employer.

Section 3. Copies of disciplinary action reports or similar reports, memoranda or letters shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such documentation shall be placed in his personnel file(s).

Section 4. Any disciplinary action reports, other than for matters involving falsification of records (fraud), discrimination, sexual harassment, suspensions or terminations, shall be removed from an Employee's personnel file at the site and Corporate Office after eighteen (18) months only if no other documented disciplinary action has occurred within ninety days prior to the removal date.

Section 5. Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

ARTICLE 26

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 Local 44 President within three (3) workdays.

Section 2. A copy of any notice of removal resulting at the request of the Government shall also be provided to the Local 44 President. In the event the Government makes such a request resulting in the employee's removal from working under the Government contract, Employer will request a written statement from the Government and provide a copy of same to Employee.

Section 3. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., height and weight, safety, 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 or any employee against the Employer.

ARTICLE 27

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 grieved.

Section 2. Neither Union officials nor Union members shall, during working time (excluding lunch and other break periods), make or receive phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

Section 3. 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 4. 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.

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
Waiver, Entire Agreement and Amendments

Section 1. 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.

Section 2. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties, to address only specific article(s) of concern. The concern(s) will be included in the signed agreement.

ARTICLE 30
Duration of Agreement

Section 1. This Agreement shall remain in full force and effect until 11:59 p.m., September 30, 2010, with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written notice to the other party not less than sixty (60) days and not more than ninety (90) days prior to expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

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 procured by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (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 security services to the Department of Justice.

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

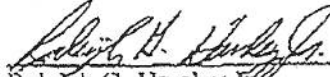
IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

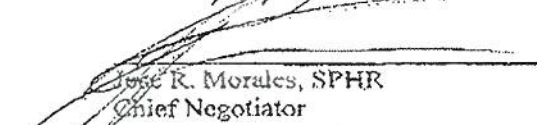
For: UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL 44

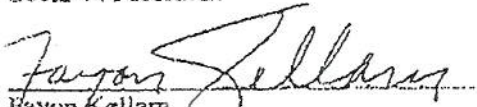
For: MVM, INCORPORATED


Date: September 22, 2007


Date: 10/15/07


Raleigh G. Harsley, Jr.
Local 44 President


Jose R. Morales, SPHR
Chief Negotiator


Fayon Kellam
Local 44 Vice President


 10/15/07
Dina Evans
Director, Human Resources


Andre Lewis
Local 44 Treasurer


Joe Lagrone
Local 44 Committee Member

For: UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, INTN'L UNION

Date: 10/09/07


James D. Carney
President

APPENDIX "A"

ECONOMIC PROVISIONS FOR
UGSOA LOCAL 44

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

	Current	2/1/2008	2/1/2009	2/1/2010
Armed Officers (PSO) III More than one years	\$22.90	\$23.82	\$24.53	\$25.27
Armed Officers (PSO) II More than 90 days less than one year	\$22.90	\$22.24	\$22.91	\$23.59
Armed Officers (PSO) I Less than 90 days	\$22.90	\$20.22	\$20.82	\$21.45
Health & Welfare	\$2.60	\$3.20	\$3.40	\$3.60
Holiday (Days)	10+	10+	10+	10+
Vacation: (Hours)	//////////	//////////	//////////	//////////
After 1 year	80	80	80	80
After 3 years	120	120	120	120
After 10 years	160	160	160	160
Sick Leave (Hours)	48	48	48	48
Uniform Allow.	\$ 0.17	\$ 0.17	\$ 0.17	\$ 0.17
Shoe Allowance	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
Shift Differential				
2nd Shift	6%	\$1.37	\$1.37	\$1.37
3rd Shift	6%	\$1.37	\$1.37	\$1.37

Hourly Wages: Incumbent employees on the active payroll on effective date of this agreement will be grandfathered and continue to be paid at the Armed Officers (PSO) III rate listed above. New employees hired after the agreement effective date will receive hourly wages as indicated in the graduated wage schedule above.

For UGSOA
10/17/07
10-15-07
10-15-07

Agreement shall remain in force and effect until 2400 hours on January 31, 2010.

SECTION 20.2 - Separability. In the event that any provision of this Agreement (including attachments hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 20.3 - Waivers. The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

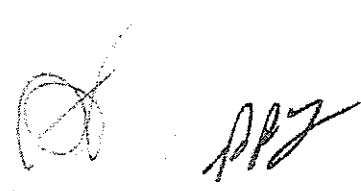
SECTION 20.4 - Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 20.5 - Integration. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

In WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on this day, January 17th, 2007 in full acknowledgement of their intention to be bound by the Agreement.

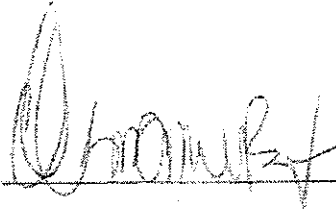
For SecTek, Inc.: Perry Trauger, Director of Operations: 

Ann Trinca, General Counsel: 



For SPFPA:

Assane Faye, SPFPA Washington DC District Director:



Marco Washington, Chief Shop Steward, Local 444, SPFPA:

