

Company Name:
MVM, Inc.

Contract Number:
ACL-2-C-0006 (ACL2C0006)

Order Number:
HSCEOP-07-J-00659 (HSCEOP07J00659)

Solicitation Number:
ACL-2-R-0014 (ACL2R0014)

Requisition/Reference Number:
DET-02-063 (DET02063)

Last Modification Processed:
P00021

Period of Performance:
6/20/2002 through 9/24/2010

Services Provided:
Providing unarmed guard services for the San Pedro Processing Center, 2001 Seaside Avenue, Terminal Island, San Pedro, California (CA), 90731.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 97

2. CONTRACT NUMBER

ACL-2-C-0006

3. SOLICITATION NUMBER

ACL-2-R-0014

4. TYPE OF SOLICITATION

 SEALED BID (IFB) NEGOTIATED (RFP)

5. DATE ISSUED

05-21-02

6. REQUISITION/PURCHASE NUMBER

DET-02-063

ISSUED BY

CODE ACLEMP

8. ADDRESS OFFER TO (If other than item 7)

Immigration & Naturalization Service
Administrative Center Laguna, P.O. Box 30080
Laguna Niguel, CA 91607-0080

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Section I until 4:00PM COB local time 06-20-02

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

Mary J. Johann

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

NUMBER

EXT.

949

360-3180

C. E-MAIL ADDRESS

see page 87

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OFFER (Must be fully completed by offeror)

E: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

A001

5/30/02

15A. NAME AND ADDRESS OF OFFEROR

CODE 038049532 FACILITY
MVM, Inc.
8301 Greensboro Dr. Ste. 300
McLean, VA 22102

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or print)

Joseph W. Morway
CFO

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

6/20/02

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

CLIN #0001 and #0002

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

23. SUBMIT INVOICES TO ADDRESS

SHOWN IN (4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

DFC

NAME OF CONTRACTING OFFICER (Type or print)

Alan J. Barclay

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

7/29/02

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

SECTION B.

The Contractor shall provide detention (unarmed guard) services for the Immigration and Naturalization Service, San Pedro Processing Center—SPD, 2001 Seaside Avenue, Terminal Island, San Pedro, California, 90731. This contract is for one base year plus four one-year options. The quantities listed below represent an estimated amount for the service required. This is a non-personal service contract as defined by FAR 37.1.

The man-hour quantities listed below are estimated quantities and not a guarantee of any kind although they are based on past history and anticipated requirements. Man-hour means productive hour. Only productive hours can be invoiced. Productive hours are only those actually on the job to man positions or perform supervisory functions. Man-hour unit prices shall include all costs (direct and indirect), profit and overhead. Costs include but are not limited to management, wages, benefits, training time, holiday and vacation time, sick leave, relief guards, muster time, drug testing, equipment, material, uniforms, shift differentials, insurance and any other costs required to perform this contract.

Performance for the base year will be dependent upon the issuance of satisfactory security clearances. Contract Performance will not begin until satisfactory security clearances have been received and successfully processed by Immigration and Naturalization Service (INS) Security Office and a written Notice to Proceed with a specified start date as issued by the Contracting Officer.

Offeror must provide firm fixed pricing for the Base Year and Four One-Year Option Periods for all line items listed below:

Base Period-The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continues for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
0001	Custody Officers	299,936	Man-hour	b4	\$ b4
0002	Supervisory Custody Officers	23,296	Man-hour	b4	\$ b4
	BASE YEAR TOTAL				\$11,542,731.20

First Option Period – The First Option is for a period of one year effective the day following the expiration of the Base Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	b4	\$ b4
1002	Supervisory Custody Officers		Man-hour		\$ b4
	FIRST OPTION PERIOD TOTAL				\$12,483,831.36

Second Option Period – The Second Option is for a period of one year effective the day following the expiration of the First Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	b4	\$ b4
2002	Supervisory Custody Officers		Man-hour		\$ b4
	SECOND OPTION PERIOD TOTAL				\$12,499,992.96

Third Option Period – The Third Option is for a period of one year effective the day following the expiration of the Second Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	b4	\$ b4
3002	Supervisory Custody Officers		Man-hour		\$ b4
	THIRD OPTION PERIOD TOTAL				\$12,516,154.56

Fourth Option Period – The Fourth Option is for a period of one year effective the day following the expiration of the Third Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
4002	Supervisory Custody Officers		Man-hour	\$	\$
	FOURTH OPTION PERIOD TOTAL				\$12,532,549.12

Base Year Total \$ 11,542,731.20

First Option Period Total \$ 12,483,831.36

Second Option Period Total \$ 12,499,992.96

Third Option Period Total \$ 12,516,154.56

Fourth Option Period Total \$ 12,532,549.12

Total Estimated Cost including Base Year and Four Options \$ 61,575,259.20

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I. INTRODUCTION

A. Background

The United States Immigration and Naturalization Service (INS), an agency of the United States Department of Justice (DOJ), is responsible for the detention of aliens in removal proceedings and aliens subject to a final order of removal. The INS houses those detainees in Service Processing Centers (SPC) and a variety of federal, state, local and private facilities.

B. Detention and Removal Mission Statement

The mission of the Detention and Removal Program (D & R) is the planning, management, and direction of a broad program relating to the supervision, detention, and deportation of aliens who are in the United States illegally. These activities are chiefly concerned with the enforcement of departure from the United States of aliens who have entered illegally or have become removable after admission.

In implementing its mission, D & R is responsible for carrying out all orders for the required departure of aliens handed down in removable proceedings, or prior thereto, and arranging for detention of aliens when such becomes necessary.

D & R maintains and operates the Deportable Alien Control System (DACs) to process cases located by the Border Patrol, Investigations and Inspections activities. The D&R activities are directly reliant upon these other activities. Investigative and Border Patrol activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

C. Scope of Work

The Contractor shall furnish detention (unarmed guard) services, including management personnel, supervision, manpower, relief guards, uniforms, equipment, and supplies to provide guard services seven (7) days a week, twenty-four (24) hours per day at the San Pedro Processing Center—SPD, Terminal Island, San Pedro, CA. The Contractor shall provide a minimum of one Custody Officer of the same gender as the detainees per shift.

The Contractor shall provide its own equipment, supplies and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. In addition, the Contractor will provide full and complete cooperation in any request or investigation conducted by the Government.

The Contractor is to include in the man-hour rate at Schedule B all costs for services INS requires in the contract.

D. Location of Services (Amendment Number A001, Dated 05-29-02)

The population of the below named facility will be classified as High, Medium, or Low Risk Level. Security services to be provided by the Contractor will be performed at the following location(s):

San Pedro Processing Center—SPD
 2001 Seaside Avenue
 Terminal Island
 San Pedro, California 90731

*U.S. Government Customs House
 300 South Ferry
 San Pedro, California

*This site is speculative based on possible future use of the Customs House Facility by INS pending negotiations. This location is approximately 2 miles from the San Pedro Detention Center. The officers would provide plant security, personnel security for INS and Custom's personnel, and control access to the facility. If used, the facility will accommodate administrative personnel. Based on current information and requirements, it is not anticipated that this facility will process and/or house detainees. However, future requirements may modify the use of the facility. The anticipated requirements are one fixed post position and one rover post position 24 hours per day 7 days per week. These post positions will be added to the contract per Modification, if required.

E. Explanation of Terms

ACA Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition.

Administrative Segregation - A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

Alien - Any person who is not a citizen or national of the United States.

Booking - A procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

Classification - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband - Any item possessed by a detainee or found within the facility, which is declared illegal by law, or expressly prohibited, by the INS or the Contractor. Contraband may include, but is not limited, to the following: drugs and alcohol, sharp objects or hardware that could be fashioned into a weapon, perishable foods that may pose health or spoilage problems, and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

Contract Administrator - INS employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's performance.

Contract Employee - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

Contracting Officer's Technical Representative (COTR) - The INS employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administrating the contract.

Contractor - The firm, individual or entity, following contract award, with whom the INS enters into this contract. The provider of services described in the Performance Work Statement (PWS).

Credentials - Documents providing primary source verification including education, training, licensure, experience, board certification and expertise of an employee.

Custody Officers - Contractor's uniformed unarmed employees under the resulting contract who are responsible for the security, care, and supervision of detainees being detained or under INS proceedings. The officer is also responsible for the safety and security of the facility. Notwithstanding the Collective Bargaining Agreement classification attached, this definition is to distinguish between Contractor employees and Government employees. Government employees are called Detention Officers.

Department of Justice (DOJ) - Refers to the Department of Justice, a department of the United States Government.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service (INS). Many detainees have substantial and varied criminal histories.

Emergency - Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incident.

Emergency Care - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

Employee - Refers to a person employed by the Contractor.

Entry on Duty (EOD) - The first day the employee begins performance at a designated duty station on this contract.

Executive Office of Immigration Review (EOIR) – A division within the Department of Justice responsible for conducting administrative court proceedings for detainees relating to Immigration Law.

Facility - The physical plant in which the Contractor's services are provided.

First Aid – Health Care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

Government - Refers to the United States Government.

Grievance - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

Health Authority - The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

Health Care - The action taken, preventive and therapeutic, to provide for the physical and mental well being of a population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

Health Care Personnel - Licensed individuals who in keeping with their respective levels of health care training or experience provide health services to detainees.

Health Trained Personnel (Medically trained personnel) - Public Health Service (PHS) officials who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.

Health Unit (HU) - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

Incident Report - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

Immigration and Naturalization Service (INS) - An agency of the Department of Justice (DOJ), responsible for naturalization of aliens as well as the detention and removal of illegal aliens.

Juvenile - A male or female under 18 years old who has entered the United States and is in the custody of the INS and subject of removal proceedings under the Immigration and Naturalization Act, and may have an application for asylum pending with the Executive Office of Immigration Review (EOIR).

Man-hour rate - The rate that includes all costs, overhead and profit required to perform the contract. Costs include management, wages, benefits, training time, holiday and vacation pay, sick leave, materials, equipment and any other costs to meet contract requirements described in the solicitation and as shown in man-hours chart in Section J, Attachment 1. Only productive hours can be invoiced. Productive hours are those hours when the required services are performed.

Medical Screening - A system of structured health assessment or observation to identify detainees who pose a health or safety threat to themselves or others.

Non-contact visitation - A barrier that restricts detainees from having physical contact with visitors. Usually screens or glass separates the detainee from the visitor. Voice communication between the parties is typically accomplished with telephones or speakers.

Officer In Charge - INS senior officer in charge of the Service Processing Center.

Pat Down Search - A quick patting of the prisoner's outer clothing to determine the presence of contraband.

Performance Requirements Summary (PRS) - A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the

Performance Work Statement (PWS). The PRS identifies the essential service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

PWS - That portion of the contract (Section C), which describes the services to be performed under this contract.

Physician - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy - A definite written course or method of action, which guides and determines present and future decisions and actions.

Procedure - The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

Project Manager – Contractor employee responsible for on-site supervision of all Contractor employees with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Custody Officer or Supervisory Custody Officer.

Property - Refers to personal property belonging to a detainee.

Quality Assurance – The actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Plan (QAP) – An organized written document prepared and used by the Government for quality assurance of the Contractor performance. The document contains the Government specific methods, sampling guides, checklists used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and cost standards.

Quality Control (QC) – The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

Public Health Service (PHS) – A federal agency working in conjunction with INS to provide health care for detainees.

Restraint Equipment - This includes handcuffs, wrist restraints, leg restraints, and disposable nylon straps.

Safety Equipment - Fire fighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits and stretchers.

Security Post Log Book - Official record of post operations and inspections.

Security Risk – High, Medium, Low

High Risk Level - Detainees exhibit behavioral problems or have a history of violent and/or criminal activity.

Medium Risk Level - Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

Low Risk Level - Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

Sensitive Information - Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

Service Process Centers (SPC) - Refers to INS owned and operated facilities for housing detainees.

Sick Call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

Special Housing Unit (SHU) - The space set aside within the facility for administrative detention or disciplinary segregation.

Standard Operating Procedures – Written instructions utilized within an operation that are consistent with local operational requirements and follow or refer to INS or ACA Standards.

Start-Up Inspection – Initial Inspection conducted by the Government to ensure Contractor meets the requirements of the PWS.

Strip Search - An examination of a detainee's body unclothed, for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn.

Suitability Check – Security clearance process for Contractor and all Contractor Employees to determine suitability to work.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in a classroom setting or supervised on the job training.

Weapons – This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

X-ray search - A photographic search by use of x-rays.

F. Rules and Regulations

The Contractor shall abide by all rules and regulations governing the site. The rules and regulations are found in the following sources:

- The INS Operations Manual
- Post Orders
- General Directives
- American Correctional Association (ACA) Standards (Most current edition)
- The INS Officer's Handbook
- M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)
- The INS Detention Standards
- All rules and regulations governing public buildings and grounds
- All regulations provided to the Contractor through the COTR

The Contractor shall not use or permit the use of the Government premises for any unlawful purpose or any unlawful act.

G. Ambiguities

All services must comply with the PWS and all applicable state and local laws and standards. Should a conflict exist between any of these, the more stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

II. REQUIREMENTS

CHAPTER 1 - GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facility, respond effectively to emergencies, limit tools and other potentially dangerous equipment, and secure posts. The Contractor shall monitor detainee programs and contractor staff performance. In addition, the Contractor shall communicate policy, procedures and operational practices using INS written instructions and policy statements.

A. Quality Control Plan

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the plan policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to insure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective actions(s), and timely implementation plans(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

B. Quality Assurance Plan (QAP)

The INS has developed the Quality Assurance Plan (QAP) pursuant to the requirements of the PWS, Section C. Section E of the contract sets forth the procedures and guidelines that INS will use to inspect the technical performance of the Contractor.

1. The purpose of the QAP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government is assessing the Contractor's performance.
 - d. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials

The COTR(s) and designees will participate in assessing the quality of the Contractor's performance.

- a. The COTR(s) will be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance. The ACO will review the COTR's evaluation of the Contractor performance. If applicable, deductions will be assessed in accordance with guidance provided in Section F, paragraph F-6, Page F5.

C. The Contractor's Policies and Procedures Manual

The Contractor shall provide a Policies and Procedures Manual which, at a minimum, addresses the following:

- Organization
- Recruiting procedures
- Opportunities for Equal Employment
- Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits
- Screening employees for illegal drug use
- Holidays, leave, and work hours
- Personnel records, employee evaluations, promotion, retirement
- Training
- Standards of conduct, disciplinary procedures, and grievance procedures
- Resignation and termination
- Employee-management relations
- Subjects listed in Chapter 2 of this PWS

The Contractor must provide a copy of the Policy and Procedures Manual to Contractor employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

D. INS Operations Manual

The Contractor shall maintain the site specific INS Operations Manual that contains INS written policy, plans, and procedures. The Contractor shall make

the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

E. Facility Staffing Plan, Organizational Chart, Key Personnel

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facility. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

The Contractor shall provide resumes for key personnel as identified by the COTR (such as: Training Officer, Project Manager and Supervisory Custody Officer). No key personnel shall perform any duties under the contract until the CO and COTR have approved their performance of such duties.

F. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees as required in Section H and Chapter 4 of this PWS. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

G. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in ACA Standards and Chapter 5 of this PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins, the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

H. Meetings

The Project Manager shall participate in INS facility meetings as required by the COTR.

CHAPTER 2 - PERSONNEL.

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases.
3. No employee may interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, no employee shall give any gift, favor, or service to detainees, detainee's family, or associates.
4. No employee shall enter into any business relationship with detainees or their families (e.g. - selling, buying or trading personal property).
5. No employee shall have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity to the COTR. Violations may result in employee removal from the INS facility. Failure on the part of the Contractor to either report a known violation, or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
7. The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.

8. All employees are required to immediately report to the Project Manager or INS Supervisor any violation or attempted violation of these standards.

B. Minimum Personnel Qualification Standards

The Contractor shall ensure each person, employed by his firm, has a Social Security Card issued by the Social Security Administration. He/she shall be a United States Citizen or a lawful permanent resident, and possess a high school diploma, or equivalent (GED). The Contractor shall not seek to utilize anyone on this contract that he knows has a criminal record.

In addition, each contract employee shall meet the following requirements to the satisfaction of the COTR:

1. All employees shall be a minimum of 19 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
 - The ability to greet and deal tactfully with the general public;
 - Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - Ability to maintain poise and self-control during situations that involve mental stress; such as fires, explosions, civil disturbances, and building evacuations.

C. Health Requirements for All Custody Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Custody Officers who work under this contract shall pass a medical examination conducted by a licensed physician 30 days prior to initial assignment.

A Report of Medical Examination, (Standard Form-88) shall evidence the physical fitness of each Custody Officer. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each SF-88. Prior to the officer's initial assignment

or reassignment to the INS site, the Contractor shall certify in writing to the COTR that each Custody Officer is in full compliance with the following:

1. Custody Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Custody Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to the INS as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by COTR.
3. Custody Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Custody Officers shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.
5. All Custody Officers shall possess unimpaired use of hands, arms, legs, and feet. Custody Officers shall be able to run when necessary is capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Custody Officers shall be able to wear all necessary equipment, or other protective items.
7. Custody Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate

prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

9. The Contractor shall report immediately any changes to (1) through (8) above, in a Custody Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. The INS may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

E. Removal From Duty

1. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:
 - a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
 - b. Possessing a record of arrests for continuing offenses.
 - c. Falsification of information entered on suitability forms.
 - d. Non-payment of court ordered payments (child support, liens, etc) or excessive delinquent debt as determined by credit check.
 - e. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
 - f. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.

- g. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.**
- 2. The INS may direct the Contractor to immediately remove any employee who has been disqualified either for security reasons immediately or for being unfit to perform their duties as determined by the COTR. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:**

 - a. Violation of the Rules and Regulations Governing Detention facilities set forth in INS Publications entitled "Detention Officer Handbook";**
 - b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;**
 - c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;**
 - d. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;**
 - e. Theft, vandalism, immoral conduct, or any other criminal actions;**
 - f. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;**
 - g. Unethical or improper use of official authority or credentials;**
 - h. Unauthorized use of communication equipment or government property;**
 - i. Misuse of equipment;**
 - j. Violations of security procedures or regulations;**
 - k. Recurring tardiness;**
 - l. Possession of alcohol or illegal substances while on duty;**
 - m. Undue fraternization with detainees as determined by the COTR;**
 - n. Repeated failure to comply with visitor procedures as determined by the COTR;**

- o. Acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape;
 - p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
 - q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
 - r. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.
3. At the direction of the COTR and at no cost to Government, the Contractor shall reassign contract employees who have been arrested, have alleged misconduct, or who may be unfit for duty, to duties that do not permit access to the facility pending the disposition of the charges. The Contractor shall not reassign these employees to other INS sites.

F. Tour of Duty Restrictions

The contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts.

G. Dual Positions

No contract employee can hold the position of a Custody Officer and that of a Supervisory Custody Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the contractor to provide necessary personnel to cover all positions.

H. Post Relief

As indicated in the post orders, no Custody Officer shall leave his post until relieved by another Custody Officer. When the Contractor or Contractor Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Custody Officers on break.

I. Personnel Files

The Contractor shall maintain a system of personnel files, and keep all personnel files on site and available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

J. Uniform Requirements

These requirements apply to Supervisory Custody Officers and Custody Officers who perform work under the contract.

1. Uniforms:

The design and color of the Contractor's uniforms shall not be similar to those worn by INS officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, cap (optional), jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio and handcuff holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

2. Identification Credentials:

The Contractor shall issue identification credentials and shall ensure that all employees both uniformed and nonuniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. Credentials shall be approved by the COTR prior to issuance. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated contractor personnel.

K. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the District, Municipality, County, and State in which the INS work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable Federal, State, and Local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which the INS work site is located. The contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of INS. The Contractor will not extend his services into any other areas.

L. Encroachment

Contract employees shall not have access to Government equipment, documents, materials and telephones for any purpose other than as authorized by INS. Contract employees shall not enter any restricted areas of the facility unless it is necessary for the performance of their duties.

CHAPTER 3 - STAFFING PLAN

The Contractor shall staff the positions in accordance with the man-hour chart provided in Section J., Attachment No. 1., dated January 3, 2002.

A. Minimum Staffing Requirements.

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Custody Officer assignment rosters, by shift, for the duration of the

contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift.

B. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under this contract. The Contractor shall provide the COTR with the names of Supervisory Custody Officers designated by the Contractor before commencement of services.

In the absence of the Project Manager, a designated person shall be placed in charge. This individual shall perform only job duties of a project manager. In addition, this individual shall have supervision as his primary function during the times he or she is in charge.

C. Key Personnel

The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. The following are considered key personnel for the contract:

1. Project Manager - At a supervisory level or above, knowledge of program objectives, policies, procedures and requirements for managing a correctional facility are required. A minimum of ten years experience in corrections or a related field with experience in management of a correctional facility at the supervisory level or above. The Project Manager shall meet all requirements for both Supervisory Custody Officer Training and Custody Officer training.
2. Supervisory Custody Officers - Supervisors must have a minimum of two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions)
3. Training Officer

CHAPTER 4 - BACKGROUND CLEARANCE PROCEDURE

A. Background Investigations Required

The Contractor shall process all background investigations through the INS Security Office via the COTR prior to contract start date. The INS shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any

employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. (See Chapter H, Part H-10, for Security Requirements.)

B. Initial Drug Testing

The Contractor shall obtain screening for use of illicit drugs of every employee and prospective employee working under this contract. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/ codeine) phencyclidine (PCP) and marijuana metabolites by an individual. The INS may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening.

Prior to the granting of a favorable EOD decision, the contractor must submit the results of the drug screening on the applicant to the COTR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The INS reserves the right to expand the list above to include additional drug/drug classes.) Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Contractor must post the INS "Drug Free Workplace Policy" in all contract work areas.

CHAPTER 5 - TRAINING

Employees shall not perform duties under this contract until they have successfully completed all initial training and the Contractor certifies such in writing to the COTR.

A. General Training Requirements

All employees must have the training described in the ACA Standards and in this chapter. Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Custody Officers will receive 40 hours of basic training and 40 hours of on the job training prior to entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. The Custody Officers must be accompanied by a senior Custody Officer at all times during this latter 40-hour period. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 80 hours of training, the contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 160 hours within the first year of employment. Forty hours of refresher training is required each year thereafter. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the minimum hours of training for that subject.

1. In-service Orientation/Social Diversity	2 HRS
2. Counseling Techniques/Suicide Prevention	2 HRS
3. Conduct/Duties/Ethics	2 HRS
4. Bomb Defense & Threats	1 HR
5. Telephone Communications/Radio Procedures	1 HR
6. Fire and other Emergency Procedures	2 HRS
7. Treatment of Aliens	2 HRS
8. Supervision of Detainees	2 HRS
9. INS Use of Force Policy	2 HRS
10. Security Methods/Key Control/Count Procedures/Observational Techniques	4 HRS
11. EEO/Sexual Harassment	2 HRS
12. Detainee Escort Techniques	1 HR
13. INS Paperwork/Report Writing	2 HRS
14. Detainee Searches/Detainee Personal Property/Counterband	2 HRS
15. Detainee Rules and Regulations	2 HRS
16. Courtroom Demeanor	1 HR
17. First Aid**	4 HRS
18. CPR**	4 HRS
19. Blood-borne Pathogens**	2 HRS

** Critical Training Subjects

2. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher training for all Custody Officers including Supervisory Custody Officers. Refresher training shall

consist of these critical subjects listed above and a review of basic training subjects and others as approved by the INS.

The Contractor shall coordinate recertification in CPR and First Aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR. (See C-25, Clerical Support Employee Training for clerical refresher training requirements, if applicable).

3. On the Job Training

After completion of the minimum of 40 hour basic training all Custody Officers will receive an additional 40 hours of on the job training at specific post positions. This training includes:

1. Authority of supervisors and organizational code of conduct.
2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.

4. Training during initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Custody Officers within 60 days after completion of first 80 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO.

B. Supervisory Training

All new Supervisory Custody Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Custody Officers. Supervisory training shall include the following management areas:

- | | |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards | 1 HR |
| 3. Security Post inspection procedures | 2 HRS |
| 4. Employee motivation | 1 HR |
| 5. Scheduling and overtime controls | 2 HRS |
| 6. Managerial public relations | 4 HRS |

- | | |
|-----------------------------|-------|
| 7. Supervision of detainees | 4 HRS |
| 8. Other company policies | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

In addition to the refresher training requirements for all Custody Officers, supervisors must receive 16 hours of refresher training yearly relating to supervisory duties. Approval must be received by the COTR.

C. Clerical Support Employees Training

If the Contractor hires Clerical Support Employees as part of this contract, these employees shall have 16 hours of training by the Contractor within 30 days prior to being assigned to the site. Training subjects include the following:

1. In-Service Orientation/Social diversity
2. Fire and other Emergencies
3. First Aid
4. CPR
5. Bloodborne Pathogens
6. EEO/Sexual Harassment

The Contractor shall give all Clerical Support Employees 16 hours' annual refresher training. The Contractor shall submit the content and format of the courses to the COTR for approval.

D. Proficiency Testing

The Contractor shall give each Custody Officer a written examination consisting of at least 25 questions when each training course is completed. The Contractor may give practical exercises when appropriate. The COTR must approve the questions before the Contractor can administer the examination. To pass any examinations, each Custody Officer must achieve a score of 80% or better. The Contractor must provide the COTR the eligible Custody Officer's completed exam before the Custody Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

E. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

F. Training Documentation

The Contractor shall submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR.

CHAPTER 6 – FACILITY SECURITY AND CONTROL**A. Security and Control (General)**

The Contractor shall maintain a copy of the INS post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site such as detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with INS procedures. The Contractor shall comply with INS security plans.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to INS site.

C. Direct Supervision of Detainees

The Contractor shall provide 24-hour supervision of all detainees in all areas including supervision in detainee housing and activity areas to permit Custody Officers to hear and respond promptly to emergencies. A minimum of one officer must be assigned to monitor each housing unit. This position is separate and apart from the control center post.

D. Log Books

The Contractor shall be responsible to complete and document in writing, for each shift, the following information within the INS Housing Unit Logbooks:

1. Activity that impacts on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site).
2. Shift activities (e.g. security checks, meals, recreation, religious services).
3. Entry and exit of persons other than detainees, INS staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the INS Operations Manual and post orders. The Contractor shall be responsible for documenting these counts in the logbook. The Contractor shall ensure INS procedures are followed when the count does not clear. At a minimum, formal detainee counts shall take place twice a day.

F. Daily Inspections

Custody Officers shall conduct daily inspections of all security aspects of the INS site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. Custody Officers shall also report slippery floor surfaces. This documentation shall be made daily in the INS logbooks and on "Work Request Forms" provided by INS. Problems discovered during these inspections shall be clearly identified in the documentation. The Custody Officer shall notify the COTR of any abnormalities or problems. The Contractor shall immediately notify an INS Supervisor of any physical facility damage. Written documentation of these inspections shall be submitted by the end of the shift.

G. Control of Contraband

The Contractor shall conduct searches for contraband in conjunction with INS personnel at least twice a month in all areas to which detainees have access. Searches shall be unannounced and irregularly timed. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and turned over to an INS Supervisor. Custody Officers shall document records of searches in the INS logbooks and forward a report to the COTR within 24 hours of discovery.

H. Keys and Access Control Devices

The Contractor shall enforce INS key and access control device policies. The Contractor is responsible for all devices issued to them for INS buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices.

The Contractor shall follow INS procedures that include but are not limited to the following:

- Security Keys and access control devices shall not be removed from the site.
- Notify the INS first line supervisor immediately if a key or locking mechanism is compromised or lost.
- Emergency keys shall be available in the main control center.

I. Control of Chemicals

The Contractor shall adhere to established procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials used for janitorial cleaning purposes.

J. Post Orders

The INS will provide post orders, procedures and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders. The Contractor is not responsible for compliance with post orders from other Government agencies at the INS work site.

The Contractor shall make post orders available to all Contractor employees. Each Custody Officer shall certify in writing that he or she understands and agrees to comply with all post orders prior to being initially assigned to that post. The Contractor shall retain Custody Officer certifications and make them available to the COTR upon request.

K. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand and if approved by the COTR. All deviations shall be recorded in the daily logbook.

L. Use of Force Policy

The INS restricts the use of physical force by Custody Officers to instances of justifiable self-protection, protection of others, protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.

2. The Contractor shall adhere to INS's Policy Statement on the use of non-deadly force.
3. The responsible Custody Officer(s) shall report all instances of use of physical force to the COTR or INS supervisor on duty. Prior to leaving his shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Custody Officer. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.
4. The physical force report shall include:
 - An accounting of the events leading to the use of force.
 - A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
 - A description of the person (Custody Officers or detainees) who suffered what injuries, if any, and the treatment given.
 - A list of all participants and witnesses to incident.

M. Use of Restraints Policy

The Contractor shall comply with INS written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer, prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Custody Officer may use Government provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations or if a detainee's wrists or ankles are too large for conventional restraints. The INS prohibits all other restraint devices.

N. Intelligence Information

The Contractor shall notify an INS Supervisor or COTR immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

O. Lost and Found

The Contractor shall turn over all lost and found articles to the COTR or INS Supervisor.

P. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the INS Supervisor or COTR immediately if an escape or

an attempted escape has occurred. The Contractor must provide the COTR a written report prior to the end of the shift.

CHAPTER 7- DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

The Contractor shall supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, and harassment. Contract personnel shall adhere to INS policies, procedures and detention standards.

CHAPTER 8 – WORK DETAILS

The Contractor shall supply sufficient Custody Officers to monitor and control detainee work details assigned by the COTR. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of ground maintenance, cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Custody Officers available. It will be the sole responsibility of INS to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

CHAPTER 9 – HEALTH, SAFETY AND EMERGENCY STANDARDS

A. Disturbances and Safety

The Contractor shall comply with INS written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that INS Emergency Plan and Procedures are accessible at all posts. The Contractor shall divert its Custody Officers from their normal duties to control emergencies. Emergency Situations include the following: detainee disturbances, taking of hostages, and evacuation of the site including the medical unit, fires, and acts of nature.

Pursuant to INS instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public. The Contractor shall document disturbances and provide a report to the COTR.

B. Evacuation Plan

The Contractor shall comply with a written INS evacuation and alternate staging plan for use in the event of a fire or major emergency.

C. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid.

The Contractor shall immediately tell the COTR or the Designated Service Officer about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Custody Officer shall notify the medical provider as well as the COTR or INS Shift Supervisor.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with the INS in review of serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, INS staff, or property damage.

D. Protection of Employees

The Contractor shall comply with the INS comprehensive plan and procedures to safeguard employees against exposure of blood borne pathogens. The INS plan is based upon OSHA standards.

E. Medical Requests

The Contractor shall adhere to INS policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Custody Officer shall immediately notify his Supervisor via radio or telephone who will notify the medical provider as well as the COTR or an INS Shift Supervisor.

F. Emergency Medical Evacuation

The Contractor shall comply with INS written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

G. Detainee Death or Injury

The contractor shall comply with facility INS Operations Manual in the event of a detainee injury or death. In the event of such an occurrence, the Contractor shall immediately notify an INS Supervisor or COTR .

CHAPTER 10– Equipment, and Supplies

A. Property Accountability

Contractor personnel shall not permit any Government property to be taken away or removed from the premises unless the property is accompanied by appropriate INS disposition forms.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss or any other such incidents. The designated Government property shall be used only for official business.

All Government property furnished under this contract shall remain the property of the Government throughout the contract term. INS shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

Except as otherwise provided for in this contract, the Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in his possession or in the possession of any individuals or organizations under his control. The Contractor shall cooperate fully in transferring property to the successor contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Equipment, Supplies and Instructions Furnished By The Government

The Government will furnish the following property at no cost to the Contractor:

1. Buildings, structures, or space for the administration of the contract as deemed necessary by INS.
2. Copies of the standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for contractor employees.
3. Post orders at each postposition and instructions for emergency procedures. Instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing.
4. Administrative forms and logbooks, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act and Drug Free Posters as required in this contract.

C. Equipment and Supplies Furnished by The Contractor

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract. Contractor is responsible for installation of conduit and data lines, if necessary.

2. One mini-mag, or comparable size operational flashlight with batteries and one belt holder for each officer.
3. Inclement weather apparel appropriate to local conditions.
4. Fully operational communication equipment compatible with INS communication equipment (INS uses Motorola MT-2000 with VHF Frequency) for each Custody Officer on duty including relief officers. Exact VHF frequency will be determined after award. This information is location specific.
5. Fully operational Personal Protective Equipment (PPE) required by OSHA Standards or Life Safety Codes. CPR masks and latex gloves are recommended; but not required.

CHAPTER 11 - SANITATION AND HYGIENIC LIVING CONDITIONS

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable INS, federal, state and local laws, statutes, regulations and codes. In the event there is more than one reference to a safety, health or environment requirement in an applicable, law, standard, code, regulation or INS policy, the most stringent requirement shall apply.

END OF SECTION C

SECTION D
PACKAGING AND MARKING

N/A

SECTION E
INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE**E-1 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)**

- (a) *Definition*: "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services, again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

E-2 Daily Inspections

During each shift, the Contractor shall make daily inspections of all security posts. The INS will provide a daily logbook at each duty post to record inspection findings and discrepancies. It shall remain on-site and be available for the INS to review.

E-3 Inspection by the Government

The Government has the right to inspect the posts manned by the contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seizure documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

E-4 Methodology To Be Used To Monitor The Contractor's Performance

Customer Complaint: This method is for evaluating highly visible service. There is no recurring plan to sample. The end user, rather than the COTR, selects the sample.

E-5 Customer Complaint Form

The tasks to be evaluated are found in the Performance Requirements Summary (PRS) (Section J – Attachment 3) and include the surveillance methods and value of each service required by the PWS. The Customer Complaint (Section J – Attachment 4) is used by the Government to document and evaluate the Contractor's performance under the contract.

All Customer Complaints will be reviewed by the COTR. The COTR shall observe the unsatisfactory performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotate the time of the notification on the Customer Complaint Form and inform the Project Manager what action shall be taken. The COTR will retain the Customer Complaint Form(s) for contract purposes.

E-6. Analysis Results

The CO will review each Quality Assurance Performance Form prepared by the COTR. The CO may discuss every unsatisfactory score with the Contractor to assure the Contractor corrects either through re-performance or by reforming the method of performance the Contractor will use in the next performance period.

END OF SECTION E

SECTION F
DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE**F-1 52.242-15 STOP-WORK ORDER (AUG 1989)****F-2 Period of Performance**

The Period of Performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

F-3 Post-award Conference

Prior to beginning the work, the Contractor shall meet on-site with the Contracting Officer, the COTR and other appropriate representatives of the INS to review the performance requirements and:

- the mission of INS
- the post positions
- the operational forms
- security control and alarm systems as well as the fire alarm systems
- emergency procedures
- the INS notification process

F-4 NOTICE TO THE GOVERNMENT OF DELAYS

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing. The Contractor shall give pertinent details. This data is information only. Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights, or remedies provided by law or under this contract.

F-5 DELIVERABLES OF WRITTEN DOCUMENTATION

ITEM	DESCRIPTION	SECTION - C SUB-SECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Chapter 2 Section K Page 26	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Chapter 1 Section A Page 16	Submit with proposal; update as required thereafter	1
A003	Documents and certifications of each employee's compliance with terms and conditions of employment.	Chapter 2 Page	Prior to EOD	1
A004	Notification of change in employee's health status	Chapter 2 Section C Page 23	Immediately	1
A005	Custody Officer Assignment Roster	Chapter 3 Section A Page 26	Daily	1
A006	Report of employees actually on duty with post assignments.	Chapter 3 Section A Page 26	Daily, upon completion of third shift	1
A007	Copy of Standards of Employee Conduct and corresponding disciplinary actions	Chapter 2 Section A Page 19	EOD and as required thereafter	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Chapter 2 Section A Page 19	Immediately	1

A009	Drug testing results	Chapter 2 Section D Page 22	Within 24 hours of receipts	1
A010	Physical harm or threat to safety, health or welfare	Chapter 9 Section C Page 36	Immediately and follow-up within 24 hours of incident	1
A011	Copy of each employee's certification of standards of conduct. Receiving and reviewing the Policy and Procedures Manual	Chapter 1 Section C Page 17	Prior to EOD and as required thereafter	1
A012	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Chapter 2 Section E Pages 22-24	Immediately	1
A013	Written report for escapes	Chapter 6 Section P Page 35	Immediately and prior to end of shift	1
A014	Written policy & procedures for reporting security, safety, health, welfare or injury incidents	Chapter 9 Section C Page 36	Within 24 hours of occurrence	1
A015	Physical force incident report	Chapter 6 Section L Page 34-35	Prior to end of shift	1
A016	Report of any investigation on contract employee.	Chapter 4 Section A Page 27	Immediately	1
A017	Certification that each contract employee has been issued approved uniforms and equipment.	Chapter 2 Section J Page 24	Prior to EOD	1

A018	Organizational Chart	Chapter 1 Section E Page 18	Submit with proposal and update as required thereafter	1
A019	Resumes of Key Personnel	Chapter 1 Section E Page 18	Submit with proposal and update as required thereafter	1
A020	Training Program	Chapter 1 Section G Page 18	30 days	1

F-6 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE

Contractor's failure to adequately perform the monthly service shall constitute a contractual deficiency and may result in a monetary deduction. Monetary deductions are in accordance with the Performance Requirements Summary. The Government will notify the Contractor In writing before the Government adjusts the contractor's monthly invoice. The Government will identify the nature, place, and time when the deficiency was discovered. The Contractor shall not construe reduction in payment as waiver of the Contractor's obligations for future performance. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. More than one deduction will not be made for the same incident.

F-7 REPORT CARDS ON CONTRACTOR PERFORMANCE

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

1. Contracting Officer (CO):

Alan J. Barclay, Contracting Officer
U.S. Department of Justice
Immigration and Naturalization Service
Administrative Center, ACLCAP
P.O. Box 30080 – Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

2. Contract Administrator:

Mary J. Johann
U.S. Department of Justice
Immigration and Naturalization Service
Administrative Center, ACLCAP
P.O. Box 30080 – Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

Written communications shall make reference to the contract number and task order number and shall be mailed to the applicable address above.

G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- A. The Contracting Officer's Technical Representative (COTR) below is designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- C. The Contracting Officer's Technical Representative is:
Robert Naranjo
Immigration & Naturalization Service
San Pedro Processing Center-SPD
2001 Seaside Avenue, Terminal Island
San Pedro, CA 90731
Telephone: (310) [REDACTED] b6

JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)

- (a) Robert Naranjo, Detention Officer is hereby designated to act as the Contracting Officer's Technical Representative (COTR). San Pedro Service Processing Center—SPD, 2001 Seaside Avenue, Terminal Island, San Pedro, CA 90731.
- (b) The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Performance Work Statement; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.
- (c) The COTR does not have the authority to alter the Contractors' obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Performance Work Statement, the Contracting Officer shall issue such changes in writing with a signature.

(End of Clause)

G-3 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT OF COSTS

The original invoices shall be numbered and dated and submitted to the COTR for certification and the COTR will forward them to the Dallas Finance Center (DFC) for payment. All invoices/vouchers and supporting statements/certificates shall show the correct contract number, task order number, obligation number and shall be submitted by the Contractor to the following:

Original Invoice

U.S. Department of Justice
 Immigration and Naturalization Service
 San Pedro Service Processing Center—SPD
 Attn: Robert Naranjo, COTR
 2001 Seaside Avenue, Terminal Island
 San Pedro, CA 90731
 Telephone: (310) 241-2421 ext 2311

Duplicate Invoice (Please mark as "Duplicate")

Contract Administrator listed on G-1

END OF SECTION G

SECTION H
SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 CONTRACT TYPE

This is a firm-fixed price requirements contract.

H-2 EMPLOYMENT OF UNAUTHORIZED ALIENS

Subject to existing laws, regulations, Executive Orders and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or his subcontractors, to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

H-3 MODIFICATION AUTHORITY

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

H-4 INCORPORATION OF SECTION K BY REFERENCE

This contract incorporates Section K Representations, Certifications and Other Statements of Offerors by reference with the same force and effect as if they were included in full text.

H-5 PRICING OF MODIFICATIONS

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, a justification therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

H-6 ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, U.S. Immigration and Naturalization Service, Administrative Center, Laguna Niguel, P.O. Box 30080, Laguna Niguel, CA 92607-0080.

H-7 INDEMNIFICATION

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

C. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

D. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H-8 INSURANCE

Insurance's: Policies shall contain an endorsement to the effect that cancellation or other material change adversely affecting the interests of the Government shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. Prior to performance of any services under this contract, the Contractor is required to provide the Contracting Officer with certificates evidencing required coverage described herein.

The Contractor shall carry and maintain adequate insurance during the entire period of performance under this contract as follows:

1. **Workers' Compensation and Employee's Liability Insurance:** Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 per occurrence shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.
2. **General Liability Insurance:** Contractor's are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

H-9 PERMITS AND LICENSES

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and Municipal laws. The Contractor is to be licensed in the State of contract performance, if such licensing is required by the State.

H-10 SECURITY REQUIREMENTS

A. Suitability Requirements

In accordance with (Executive Order 10450, DOJ Order 2610.2) each Contractor employee shall be subject to a Suitability Check completed by the Office of Personnel Management for security purposes before they are eligible to work under this contract. This shall also include all officers of the firm who visit the work sites. Employees on whom Suitability Checks have not been completed may not be permitted to work. When rehired, former employees may also have their suitability again ascertained. It is the option of INS to repeat Suitability Check on any contract employee should the need be indicated. The Suitability Check shall consist of

limited personal background inquiries pertaining to verification of names, physical description, marital status, present and former residences, education received, employment history, arrest records if any, memberships in social organizations, identification of relatives, personal references, fingerprint classifications, and other information related to the preceding areas for each employee. In addition to the Suitability Checks, employees shall be subject to police record checks to be made at the time of employment. Except as prohibited by law all results shall be transmitted to the Contracting Officer's Technical Representative (COTR) immediately. Suitability forms will be supplied by the COTR to the Contractor and will be completed by each contract employee. The following forms, after being completed, shall be furnished to the COTR no less than 60 days before the starting date of the Contract or, for replacement employees, before entering on duty.

1. Statement of Personal History. SF-85P, "Questionnaire for Public Trust Positions" (original only)
2. SF-85P-S, "Supplemental Questionnaire for Selected Positions." (original only)
Note: This form is used for Custody Officers only.
3. Form FD-258, "Fingerprint Card" (two charts).
4. Foreign National Relatives Form for Associate Statement (original only).
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act"
6. G-736 "Pre-employment Suitability Check" (2 years employment verification)

The Contractor is responsible for the completeness and accuracy of all information provided by applicants to meet suitability requirements. The contractor (using Form G-736) shall provide documentation that previous employers of all new contract employees have been interviewed to ascertain the following information:

1. Verification of employment history (dates, salary, job titles and duties for the most recent 2 years)
2. Reason for leaving employment.
3. Eligibility for re-hires.
4. Name of person contacted.
5. Name of employee doing the interview on behalf of the contractor.

The contractor shall conduct and provide the results of the pre-screening employment activity.

Necessary forms shall be provided by the Government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by INS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of forms unless specifically requested to do so by the COTR. The contractor is required to submit the names and social security numbers of transferring employees to the INS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

The INS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS may as it deems appropriate, authorize and grant temporary access to employees of the contractor who for any reason may visit the worksite during the period of this contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a favorable EOD decision or full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the contractor shall be allowed access to the facility without a favorable EOD decision by the INS Contract Security Office.

All employees (to include temporary part-time, replacement employees) under this contract shall have a position sensitivity designation analysis performed by INS. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity designation shall be at Level 6 High Risk. Positions that have no direct contact with detainees shall be designated at the Level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 6 High Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low Risk shall require a National Agency Check and Inquiries Investigation (NACI). All background investigations shall be processed through the INS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the INS contract Security Office via the COTR no less than 60 days before start date of contract. Any new additional employees; whether a replacement, an addition, a subcontractor employees, vendor, or volunteer, must submit the completed form 60 days prior to entry on duty.

The Contractor shall appoint the Project Manager to act as the Custody Officer. This individual shall interface with the Contracting Officer through the COTR on

all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

INS reserves the right and prerogative to require the contractor to remove any contract employee from the INS contract who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ Standards of Ethical Conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the COTR of all employee resignations, terminations, or transfers immediately.

The Contractor shall report any adverse information coming to their attention concerning contract employees to the INS Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements of this contract. The Contractor shall be informed in writing by the CO of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall agree that each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omission of his own employees.

INS shall consider only U.S. Citizens, Naturalized Citizens, and Lawful Permanent Residents for employment on this contract.

Subject to existing laws, regulations, and other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor, or any subcontractor(s) to work on, under or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, INS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

For those employees cleared through this process while employed by one Contractor who is subsequently replaced by another Contractor, the new Contractor is not required to submit another set of these forms on employees retained, unless specifically requested to do so by the COTR.

The Contractor (Forms to be supplied by INS) shall provide Pre-Employment Checks (Form G-736) for all supervisors for the last 2 years from block 11 of the SF85P. The Contractor will first make contact via telephone for each individual being vouchered. The Contractor shall include all information on the form and shall sign the form with the date and time, and the statement "Taken Telephonically by _____". The duty title of that individual shall be included with his/her name and be signed at the bottom of block 14 on Form G-736. If contact cannot be made via the telephone, the Form G-736 may be mailed with a return envelope and a request that the person being queried contact the Contractor by telephone to expedite completion of the form by telephone, if possible.

When all forms have been submitted to the COTR (SF-85P, SF-85P-s, FD-258, DOJ 555, and the Foreign National Relative Form), the entire package shall be submitted to the INS Personnel Suitability Office for review. Upon receiving completed packages on prospective applicants, credit checks will be initiated on each. If both the credit and fingerprint checks are clear, Personnel Suitability will notify the COTR that the person is eligible to enter on duty and forward the security clearance package to the Office of Personnel Management (OPM) for investigation. The granting of a clearance to any such employee, however, shall not be considered an assurance that full clearance will follow. The granting of a full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by INS, at any time during the term of the contract. The Contractor shall provide to the COTR, prior to beginning performance, an initial list of all principals, staff members and employees having access to INS work areas. The Contractor shall provide the following information to the COTR by the 10th day of each month:

- a. A current list of all principals, staff members, and employees having access to any facility covered under the contract.
- b. A list showing the names of all new applicants being considered for employment.
- c. A list of employees who terminated during the preceding month.

Each list shall identify the personnel by last name, first name, middle initial, social security number, date starting work and duties performed during employment.

The Government reserves the right and prerogative to require the Contractor to terminate the services and/or restrict access to the facility of any Contractor employee who is engaged in criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government. (5 CFR 735.203), or who may otherwise be a security risk. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

"DOJ regulations at 8 C.F.R. part 274a, places the burden on employers to collect I-9 forms. The regulation state, in pertinent part, that: ...In the case of an

independent contractor or contract labor or services, the term employer shall mean the independent contractor and not the person or entity using the contract labor.”

B. Disqualifying Information based on Suitability Check

If the Contracting Officer or his designee receives disqualifying information on a Contractor employee as a result of a Suitability Check, he shall direct that the Contractor not allow employee to perform any work under the terms of the contract. The Contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the Contractor shall revoke his identification credentials as necessary and properly complete any required dispositions. Contractor employees may be disqualified for duty if any of the following are developed as facts pursuant to a Suitability Check:

1. Conviction of a felony, a crime of violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of Court ordered Payments (child support, liens, etc) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

H-11 Language Requirements

The contractor is responsible for ensuring that at least 15% of their employees on each shift can effectively communicate in the predominant non-English language of detainees, which is Spanish at the San Pedro Service Processing Center. INS detainees will not be used as interpreters except in an emergency.

END OF SECTION H

SECTION I
CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.arnet.gov/far.

(End of Clause)

I-2 52.202-1 DEFINITIONS (DEC 2001)

I-3 52.203-3 GRATUITIES (APR 1984)

I-4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I-5 52.203-6 RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT (JUL 1995)

I-6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

I-7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I-8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I-9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

I-10 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of INS Headquarters Procurement Policy Office and shall not be binding until so approved.

I-11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

I-12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

I-13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)

I-14 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)

- I-15 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- I-16 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
- I-17 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- I-18 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
- I-19 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS. (OCT 1997) ALTERNATE IV (OCT. 1997)
- I-20 52.216-18 ORDERING (OCT 1995)
- I-21 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two (2) guards per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order in excess of the base quantities, listed in Schedule B, by more than fifteen (15) percent.
- (2) Any order or a combination of orders in excess of fifteen (15) percent over the schedule amounts.
- (3) A series of orders from the same ordering office within one (1) week that together call for quantities exceeding the limitations in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements Clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items)

called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

- I-22 52.216-21 REQUIREMENTS. (OCT 1995) ALTERNATE I (APR 1984)**
- I-23 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999) Fill in: 60 days**
- I-24 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) Fill in: 30days**
- I-25 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**
- I-26 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**
- I-27 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)**
- I-28 52.222-3 CONVICT LABOR (AUG 1996)**
- I-29 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- I-30 52.222-26 EQUAL OPPORTUNITY (APR 2002)**
- I-31 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)**
- I-32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
- I-33 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)**
- I-34 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**
- I-35 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY - IT IS NOT A WAGE DETERMINATION

Employee Class:	Monetary Wage	Fringe Benefits:
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Detention Officer GS 5133 6/2	\$14.56	\$4.65
Supervisory Detention Officer GS 5133 6/3	\$15.03	\$4.80

I-36	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
I-37	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Jan 1997)
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I-39	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I-40	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
I-41	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
I-42	52.224-2	PRIVACY ACT (APR 1984)
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASE (JUL 2000)
I-44	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
I-45	52.228-5	INSURANCE – WORK ON GOVERNMENT (JAN 1997) INSTALLATION
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I-47	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
I-48	52.232-1	PAYMENTS (APR 1984)
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
I-50	52.232-11	EXTRAS (APR 1984)
I-51	52.232-17	INTEREST (JUN 1996)
I-52	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

- I-53 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I-54 52.232-25 PROMPT PAYMENT (FEB 2002)**
- I-55 52.232-34 PAYMENT BY ELECTRONIC TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**
- I-56 52.233-1 DISPUTES (DEC 1998)**
- I-57 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I-58 JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)**

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.

- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Clause)

- I-59 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I-60 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I-61 52.242-13 BANKRUPTCY (JUL 1995)**

- I-62 52.243-1 **CHANGES - FIXED-PRICE - (AUG 1987), ALTERNATE I (APR 1984)**
- I-63 52.245-2 **GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)**
- I-64 52.245-4 **GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)**
- I-65 52.246-25 **LIMITATION OF LIABILITY - SERVICES (FEB 1997)**
- I-66 52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- I-67 52.249-4 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)**
- I-68 52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I-69 JAR 2852.223-70 **UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JUNE 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's

recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

~~Amendment Number A001 – Replace List of Attachments with corrected copy and add additional attachments.~~

SECTION J - LIST OF ATTACHMENTS

- J-1 Attachment No. 1 – Postpositions Man-Hour Chart, (2 pages).
- J-2 Attachment No. 2 – Agreement between Federation of Police-Security and Correction Officers (FOPSCO)/AFSPA and SPP Local 2001, FOPSCO and Lyon’s Security Service, Inc. March 26, 2000 through March 25, 2003, (23 pages).
- J-3 Attachment No. 3 – Performance Requirement Summary, (3 pages).
- ~~(Amendment Number A001 – Replace with updated Performance Requirement Summary, 3 pages)~~
- J-4 Attachment No. 4 – Seniority Dates as of 05/2002, (4 pages).
- ~~(Amendment Number A001 – Add three missing pages)~~
- J-5 Attachment No. 5 - Federal Financial EDI Payment Enrollment Form, (2 pages).
- J-6 Attachment No. 6 – Report of Medical Examination, SF-88, (2 pages).
- J-7 Attachment No. 7 - Standards for Adult Local Detention Facilities, Third Edition, American Correctional Association (ACA), (142 Pages).
- ~~(Amendment Number A001 – add additional pages to the ACA Standards – Supplement 2002, page numbers 59-77, double sided – 13 pages)~~
- J-8 Attachment No. 8 – INS Detention Standards @ http://www.ilw.com/lawyers/immigdaily/ins_news/2000,1115-Standards.shtm.
- J-9 Attachment No. 9 – Past Performance Questionnaire (3 pages)

END OF SECTION J

SECTION J
ATTACHMENT NO. 1
POSTPOSITION MAN-HOUR CHART
3 PAGES

January 23, 2002

POSTPOSITIONS MAN-HOUR CHART- SAN PEDRO SERVICE PROCESSING CENTER

	CUSTODY OFFICER(S) POSTPOSITION	SHIFTS	DAYS PER WEEK	MAN HOURS PER WEEK	ESTIMATED MAN HOURS PER YEAR
1	PROJECT MANAGER (SEE NOTE 1)				
2	SUPERVISORY CUSTODY OFFICER LIEUTENANT	3	7	168	8736
3	SUPERVISORY CUSTODY OFFICER LIEUTENANT	3	7	168	8736
4	SUPERVISORY CUSTODY OFFICER LIEUTENANT	2	7	112	5824
5	COURT BAILIFF [A] (SEE NOTE 2)	1	5	40	2080
6	COURT BAILIFF [A] (SEE NOTE 2)	1	5	40	2080
7	COURT BAILIFF [B] (SEE NOTE 2)	1	5	40	2080
8	COURT BAILIFF [B] (SEE NOTE 2)	1	5	40	2080
9	COURT OFFICER [A&B] STATIONARY	1	5	40	2080
10	MEDICAL OFFICER STATIONARY	1	5	40	2080
11	MEDICAL OFFICER RUNNER	1	7	56	2912
12	MEDICAL OFFICER RUNNER	1	5	40	2080
13	CAMP OFFICER	1	7	56	2912
14	CAMP OFFICER	2	7	112	5824
15	CAMP OFFICER	3	7	168	8736
16	LAUNDRY OFFICER	3	7	168	8736
17	LAUNDRY ASSISTANT OFFICER	1	7	56	2912
18	FOOD SERVICE OFFICER #1	2	7	112	5824
19	FOOD SERVICE OFFICER #2	2	7	112	5824
20	LOBBY OFFICER DESK	2	7	112	5824
21	LOBBY OFFICER RUNNER	2	7	112	5824
22	NORTH GATE OFFICER	2	7	112	5824
23	SOUTH GATE OFFICER	2	7	112	5824
24	MAIN GATE [B.O.P.] OFFICER (SEE NOTE 3)	1	7	56	2912
25	SEGREGATION OFFICER	3	7	168	8736
26	SEGREGATION OFFICER	3	7	168	8736
27	PROCESSING OFFICER	3	7	168	8736
28	FACILITY CONTROL OFFICER	3	7	168	8736
29	FACILITY CONTROL OFFICER	3	7	168	8736
30	READING ROOM OFFICER	2	7	112	5824
31	READING ROOM OFFICER	2	7	112	5824
32	RECREATION OFFICER	2	7	112	5824
33	SEGREGATION RECREATION OFFICER	2	7	112	5824
34	RELIGIOUS SERVICE OFFICER	2	7	112	5824
35	POD # 1 CONTROL OFFICER	3	7	168	8736
36	POD # 2 CONTROL OFFICER	3	7	168	8736
37	POD # 3 CONTROL OFFICER	3	7	168	8736
38	POD # 4 CONTROL OFFICER	3	7	168	8736
39	POD # 5 CONTROL OFFICER	3	7	168	8736
40	POD # 6 CONTROL OFFICER	3	7	168	8736
41	POD # 7 CONTROL OFFICER	3	7	168	8736
42	POD # 1 BACK UP OFFICER	3	7	168	8736
43	POD # 2 BACK UP OFFICER	3	7	168	8736
44	POD # 3 BACK UP OFFICER	3	7	168	8736
45	POD # 4 BACK UP OFFICER	3	7	168	8736
46	POD # 5 BACK UP OFFICER	3	7	168	8736
47	POD # 6 BACK UP OFFICER	3	7	168	8736

48	POD # 7 BACK UP OFFICER	3	7	168	8736
49	POD BACK UP OFFICER (SEE NOTE 4)	1	7	56	2912
50	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
51	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
52	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
53	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
54	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
55	INS DESIGNATED ASSIGNMENT (SEE NOTE 5)	1	7	56	2912
	WEEKLY & YEARLY TOTALS	113		6,216	323,232
NOTE 1 - THE PROJECT MANAGER POSITION IS REQUIRED; HOWEVER, IT IS CONSIDERED TO BE PART OF OVERHEAD AND NOT BILLABLE AS A LINE ITEM.					
NOTE 2 - COURT POSITIONS NOT MANNED ON HOLIDAYS.					
NOTE 3 - MAIN GATE OFFICER IS SWING SHIFT ONLY.					
NOTE 4 - POD BACK UP OFFICER IS GRAVEYARD SHIFT ONLY					
NOTE 5 - INS DESIGNATED ASSIGNMENT POSITIONS ARE TO BE UTILIZED AT THE DISCRETION OF THE OFFICER IN CHARGE (OIC) OR DESIGNEE. THESE ARE POSTPOSITIONS THAT MUST BE MANNED AND THEREFORE NOT BE UTILIZED AS RELIEF FOR OTHER POSTPOSITIONS					
ADDITIONAL INFORMATION: EXPLANATION OF COLUMN TITLES					
CUSTODY OFFICER (S) POSTPOSITIONS: THE CURRENT POSTPOSITIONS QUANTITY MAY FLUCTUATE AND LOCATIONS MAY CHANGE DEPENDING UPON AGENCY REQUIREMENTS.					
WITH THE EXCEPTION OF THE SHIFTS FOR THE POSTPOSITIONS IDENTIFIED AT NOTES 3 AND 4:					
1 SHIFT EQUALS DAY SHIFT					
2 SHIFTS EQUALS DAY AND SWING SHIFTS					
3 SHIFTS EQUALS DAY, SWING AND GRAVEYARD SHIFTS					
DAY SHIFT HOURS: 0600 - 1400					
SWING SHIFT HOURS: 1400 - 2200					
GRAVEYARD SHIFT HOURS: 2200 - 0600					
DAYS PER WEEK= NUMBER OF DAYS PER WEEK SERVICE					
MAN HOURS PER WEEK= NUMBER OF SHIFTS TIMES EIGHT (8) MAN HOURS PER DAY TIMES THE NUMBER OF DAYS PER WEEK					
ESTIMATED MAN HOURS PER YEAR = MAN HOURS PER WEEK TIMES 52 WEEKS. 52 WEEKS ARE USED FOR ESTIMATE PURPOSES ONLY BECAUSE YEARS HAVE EITHER 365 OR 366 DAYS. THESE AMOUNTS ARE ESTIMATES ONLY.					
NOTES: INS PAYS FOR ACTUAL HOURS WORKED (8 HOURS PER SHIFT) AT THE ALL-INCLUSIVE RATE LISTED IN SCHEDULE B. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE LUNCH PERIODS, BREAKS, TRAINING HOURS, RELIEF AND ANY OTHER COSTS INTO THE MAN HOUR RATE.					

SECTION J

ATTACHMENT NO. 2

**AGREEMENT BETWEEN FEDERATION OF POLICE-
SECURITY AND CORRECTION OFFICERS
(FOPSCO)/AFSPA AND SPP LOCAL 2001, FOPSCO
AND LYON'S SECURITY SERVICE, INC.
MAR. 3, 2000 THRU MAR. 25, 2003**

23 PAGES

AGREEMENT
between
Federation of Police-Security and
Correction Officers (FOPSCO)/AFSPA
and
SPPC Local 2001, FOPSCO
And
Lyon's Security Service, Inc.

March 26, 2000
Through
March 25, 2003

COLLECTIVE BARGAINING AGREEMENT

MARCH 26, 2000 through MARCH 25, 2003

**FEDERATION OF POLICE-SECURITY AND CORRECTION OFFICERS
AND LYON'S SECURITY SERVICE, INC.**

21. Holidayss.....	17
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COLLECTIVE BARGAINING AGREEMENT

MARCH 26, 2000 through MARCH 25, 2003

**FEDERATION OF POLICE-SECURITY AND CORRECTION OFFICERS
AND LYON'S SECURITY SERVICE, INC.**

This Agreement entered into this 9th day of February 2000, by and between LYON'S SECURITY SERVICE, INC. (herein the "Company") and the FEDERATION OF POLICE-SECURITY AND CORRECTION OFFICERS (FOPSCO)/AFSPA and SPPC Local 2001, FOPSCO, (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. This agreement is entered between Lyon's Security Service, Inc., hereinafter referred to as the (Company) and the Federation of Police-Security and Correction Officers (FOPSCO)/AFSPA, and SPPC Local 2001, FOPSCO (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The unit is defined as all full-time and part-time Detention Officers and Dispatchers employed by the Company at the Terminal Island, San Pedro, California INS Detention Center, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.
- C. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE #2

BARGAINING OBLIGATIONS

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

ARTICLE # 3

MANAGEMENT'S RETAINED RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of the Company. These rights include the right to:
1. Hire;
 2. Assign work;
 3. Promote, demote;
 4. Discharge, discipline, or suspend for just cause;
 5. Require employees to observe reasonable Employer Rules and Regulations;
 6. Determine when overtime shall be worked;
 7. Determine the qualifications of an employee to perform work.
- B. Any of the rights, power or authority the Company had prior to the signing of the Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights. It is understood and agreed that the Company will not violate any provisions of this agreement in its exercise of management rights.

ARTICLE # 4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work an average of thirty- two (32) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of thirty-two (32) hours a week.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE # 5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court

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of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE # 6

EQUAL OPPORTUNITY

(NON-DISCRIMINATION)

- A. In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.
- C. The provisions of this article will not operate to invalidate any other term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of the employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE # 7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, during which the may be discharged without regard to cause and without recourse to the grievance procedure of this Agreement. After the probationary period, the new employee shall be considered regular employee and shall accrue seniority from the first day he/she works as a Detentive Officer.
- B. The Company shall notify the Union on request of all new employees hired and of employees terminated, setting forth their address and job classification and department.

ARTICLE # 8SENIORITY

- A. Seniority for all purposes shall mean the length of time the employee has been employed as a Detention Officer by the Company and predecessor companies at the INS Detention Center located on Terminal Island, San Pedro, California. Full-time employees and part-time employees shall be placed on separate seniority lists. Should such a circumstance arise where by two or more employees have the same seniority date, the seniority will then be granted by drawing lots.
- B. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
- C. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to their adjusted full-time seniority position.
- D. In the event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.
- E. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.
- F. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability. They shall be subject to lay-off according to their seniority.
- G. An employee's seniority shall be terminated upon the occurrence of any of the following events:
1. Employee is discharged for just cause;
 2. Employee voluntarily quits;
 3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;

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4. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
 5. An employee transfers out of the Bargaining Unit, except as provided in this article.
- H. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the Bargaining Unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.
- I. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any addition or deletions thereto.
- J. It is understood senior employees shall have preference of assignments to shift and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:
1. Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Company a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Company, the Company may then fill the opening as follows;
 2. Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the Company a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Company, the Company may then fill the opening as follows;
 3. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing and award the opening to the senior full-time employee that requested the opening in writing within seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;
 4. Post a notice of the opening to all full-time and part-time members of the Bargaining Unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requests the opening within the seven (7) calendar days, the Company will then award the opening to the senior part-time employee

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that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the Bargaining Unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;

5. Fill the opening from outside the Bargaining Unit.

ARTICLE # 9

DISCHARGES

- A. The Company shall have the right to discharge, discipline or suspend an employee for just cause. However, prior to discharging an employee, the Company will meet with the Union and discuss the disciplinary action to be taken by the Company.
- B. Any employee not granted a security clearance that is required by the controlling government agency shall be discharged without recourse to grievance or arbitration procedures.

ARTICLE # 10

GRIEVANCE AND ARBITRATION PROCEDURES

- A. Definition - A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.
- B. Informal Procedure - The parties shall record and attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such disputes within ten (10) days in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with a Union representative during working hours, the Union representative will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid.
- C. Suspension, Layoff and Discharges
 1. Step 1: Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
 - (a). The Contract Manager and a representative of the Local Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing



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and, if possible, settling said grievance. The Company shall give to the Union its answer to the grievance and its reasons therefore within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then;

2. Step 2: The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall meet within five (5) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union Headquarters for review. The International Union President and the Company President will have ten (10) days to settle the grievance or request arbitration.
3. Step 3: Either party may make a written request for arbitration. The written request must be served on the Company President and the Contract Manager, or the International President and President of the Local Union. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the right to arbitration shall be null and void for all purposes.

D. All Other Grievances

1. All grievances are subject to paragraph B of this Article, but not to paragraph C of this Article. All grievances covered by this section must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery of the incident, or when the Union becomes knowledgeable of the incident, or the grievance shall be null and void for all purposes.
2. The Contract Manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then;
3. The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall meet within five (5) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union will refer the grievance to the International Union for review. The International Union President and Company President will have ten (10) days to settle the grievance or request arbitration.
4. Either party may make a written request for arbitration. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the request for arbitration shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Company and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party that filed the grievance shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.
4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
6. The losing party shall pay the reasonable fees and expenses of the arbitrator.
7. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.

ARTICLE # 11DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning, and suspension or termination. The Company may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Anytime an employee is to be interviewed and possible disciplinary action may be taken, the employee has a right to a Union representative of his/her choice at work prior to any action being taken by the Company. Both the employee and a Union representative of choice are entitled to know what the Company is alleging and are entitled to consult privately prior to the interview.

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- C. When the Company requests a meeting in reference to a disciplinary action, those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.
- D. It is agreed and understood that when the Union reports to the Company that conduct by an employee that is unbecoming, the Company agrees to investigate the matter immediately and discuss their findings with the Union Leadership.

ARTICLE # 12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) work-week, and two (2) times the employee's regular rate for all hours over twelve (12) hours in one (1) workday. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting Union business.
- B. Overtime Assignment
 - 1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.
 - 2. When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he or she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee who turned down the overtime assignment will be next in turn for overtime.
 - 3. Mandatory Overtime: Inverse to voluntary in that the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-offs, which results in overtime.
 - 4. It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.
- C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the Company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Shift Commander. NOTE: Current federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay.

ARTICLE # 13

WAGES

- A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A, B & C" attached hereto and made a part hereof.
- B. In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

ARTICLE # 14

LEAVES OF ABSENCE

- A. Leave of absence may be granted in the Company's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence, with the exception of paragraph E, shall not be granted for employees to work elsewhere.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed twelve (12) weeks, except in a case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate will be required stating the employee is physically able to perform the available work before the employee returns to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Company with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leaves of absence under this article are without pay, benefits, or allowance.

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ARTICLE # 15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:
1. Notices of Union recreational and social affairs;
 2. Notice of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union updates of negotiations.

ARTICLE # 16

TEMPORARY ASSIGNMENTS

The Company may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

ARTICLE # 17

STEWARDS

- A. The Company agrees to recognize one (1) Chief Steward and two (2) Stewards for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.
- B. A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Company shall not compensate stewards for such time spent on Union business. The Union shall give the Company not less than forty-eight (48) hours prior notice before appointing or removing a Steward.
- C. However, the Company recognizes the need for union orientation, representation and training. Therefore, both the Local Union President and Vice President will be provided up

to forty (40) hours Leave of Absence per contract year to attend Union sponsored training programs.

ARTICLE # 18

PHYSICAL EXAMINATIONS

- A. The Company will require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including physical agility and endurance tests, to determine fitness for duty. Such examinations will be conducted annually and may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.
- B. The Company may also require employees to undergo such laboratory tests at random and within forty-eight (48) hours of notification by the Company. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of any such examinations. The employee will be compensated for time spent at the examination site at the regular rate of pay.
- C. Any employee failing to comply with such required and random laboratory tests shall be notified, in writing by the Company, that he or she is immediately being removed from the assignment schedule and shall have a period of seventy-two (72) hours to comply with the request to undergo such laboratory tests. The employee shall remain off of the assignment schedule until the requested tests have been completed. If the employee fails to complete the required tests after the seventy-two (72) hour period, he or she shall be subject to termination.

ARTICLE # 19

UNION SECURITY AND MEMBERSHIP

- A. Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union in an amount that is designated and required by the Union's Constitution and by-laws. Any employee refusing or failing to pay Union dues and initiation fees as provided herein, the Company shall, upon written notification and demand by the Union, immediately remove the employee from the assignment work schedule. The employee shall be notified in writing of this action by the Union.

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- B. The employee shall then have seven (7) days to comply with this Article. If compliance is not forthcoming after this seven (7) day period, the employee shall be immediately terminated.
- C. The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names and amounts deducted. The total remittances are to be made not later than five (5) days after the end of the month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.
- D. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #20

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

ARTICLE # 21

HOLIDAYS

A. All full-time employees will receive eight (8) hours holiday pay for the following twelve (12) holidays:

- *New Year's Day
- *Independence Day
- Veterans Day
- Birthday
- President's Day
- *Labor Day

- *Thanksgiving Day
- Martin Luther King Jr. Birthday
- *Memorial Day
- Columbus Day
- *Christmas Day
- Good Friday

B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subjected to discipline. The employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

D. Any full-time employees who work on any of the above holidays marked with an asterisk shall be paid time and one-half (1 ½) holiday pay.

ARTICLE # 22

VACATIONS

A. Full-time employees covered by this Agreement who have continuously been employed within the Bargaining Unit for a period of one (1) year, after the initial training class, shall receive two (2) weeks paid vacation.

B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall receive three (3) weeks paid vacation.

C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall received four (4) weeks paid vacation.

D. Part time employees are eligible for the same vacation benefits on a pro-rata basis.

E. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks vacation may take their vacation in segments of less than one (1) week each.

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- F. Should a holiday occur during an employee's vacation, the employee shall received one (1) additional day's vacation with pay, or pay in Lieu thereof, at the option of the employee.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but, the assignment is exclusively reserved for the Company in order to ensure the orderly operations of the customer's facilities.
- H. No vacation pay will be prorated prior to anniversary date.

ARTICLE # 23

SICK/PERSONAL LEAVE BENEFITS

- A. Regular employees with one (1) year of continuous service (excluding initial training) shall be eligible for paid sick/personal leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rata basis for each full month worked, subject to the following:
 - 1. Sick leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
 - 2. Proof of disability or sickness will be required by the Company after two (2) consecutive day of absence.
 - 3. Sick/Personal leave shall not accrue from year to year. The Company will cash out any unused Sick/Personal leave at the end of each year.

ARTICLE # 24

HEALTH AND WELFARE

- A. To be eligible for Health & Welfare the employee must be a regular employee and work a minimum average of thirty-two (32) hours per week.
- B. The Company shall provide a Health Insurance Plan after ninety (90) days of employment with a \$10.00 co-pay, for each full-time employee and their legal Dependents, where the employee works a minimum average of thirty-two (32) hours per week.
- C. The Company shall provide a standard Dental Plan to each full-time employee and their legal Dependents where the employee works a minimum average of thirty-two (32) hours per week.

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- D. There will be no cash outs, with the exception of those employees who currently receive the cash out benefit.
- E. All employees who take Family Medical Leave will be required to make monthly payments to their medical and dental coverage after a thirty (30) day period has past and the employee has not returned to work.

ARTICLE # 25

RE-NEGOTIATION

It is mutually agreed upon that three (3) months prior to the expiration date of this contract, wages and benefits shall be re-negotiated.

ARTICLE # 26

TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from March 28, 2000 through March 27, 2003, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 9th day of February 2000

Lyon's Security Service, Inc.

Katrina Gurdin

Federation of Police-Security and Correction Officers (FOPSCO)/AFSPA

Howard E. Johnson

SPPC Local 2001, FOPSCO

[Signature]

COLLECTIVE BARGAINING AGREEMENT

MARCH 26, 2000 through MARCH 25, 2003

FEDERATION OF POLICE-SECURITY AND CORRECTION OFFICERS
AND LYON'S SECURITY SERVICE, INC.

APPENDIX "A"

WAGES SCHEDULE

Listed below are the Wages and Benefits effective March 26, 2000 for the employees at the Terminal Island Detention Center:

- A. Base Wages:
- | | |
|-------------------|----------------|
| Detention Officer | \$18.04 hourly |
| Supervision | \$19.42 hourly |
- B. Shift Differential:
1. Swing Shift 1400 – 2200 \$0.60 per hour for each regular hour worked.
 2. Grave Shift 2200 – 0600 \$0.85 per hour for each regular hour worked.
- C. Uniform Allowance:
1. \$0.52 per hour for each regular hour worked.
- D. Pension Allowance:
1. \$1.29 per hour for each regular hour worked.
 2. Employees shall have the option to join a 401K Plan being set up by the Union.
- E. Health & Welfare:
1. The Health & Welfare composite rate is \$2.48 per regular hour worked.

Executed this 9th day of February 2000

Lyon's Security Service, Inc.

Federation of Police-Security and Correction Officers (FOPSCO)/AFSPA

SPC Local 2001, FOPSCO

APPENDIX "C"

WAGES SCHEDULE

Listed below are the Wages and Benefits effective March 28, 2002 for the employees at the Terminal Island Detention Center:

A. Base Wages:	Detention Officer	\$20.28 hourly
	Supervision	\$21.83 hourly

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$0.56 per hour for each regular hour worked.

D. Pension Allowance:

1. \$1.29 per hour for each regular hour worked.
2. Employees shall have the option to join a 401K Plan being set up by the Union.

F. Health & Welfare:

1. The Health & Welfare composite rate is \$2.82 per regular hour worked.

Executed this 9th day of February 2000

Lyon's Security Service, Inc.

Katrina Guidice

Federation of Police-Security and Correction Officers (FOPSCO)/AFSPA

SPC Local 2001, FOPSCO

[Signature]

CERTIFICATION OF REQUEST FOR ADJUSTMENT AND RELIEF

EXCEEDING \$100,000.00

I certify that this claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and beliefs; and that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable for; and that I am duly authorized to certify the claim on behalf of the contractor.

Dated: 1-16-02

Kathleen E. Guidice
Kathleen E. Guidice
President/CEO

ATTACHMENT NO. 3
PERFORMANCE REQUIREMENT SUMMARY
3 PAGES

SECTION J - ATTACHMENT 3									
PERFORMANCE REQUIREMENTS SUMMARY									
F= FREQUENCY: AR = As Required									
MM=MONITORING METHOD: CC=Customer Complaint									
NOD =Number of Discrepancies									
The Numerator describes the number of allowable discrepancies (no deductions)									
The Denominator describes the number of discrepancies when deductions will be taken									
Example:0/1 means that there are no (0) allowable discrepancies and deductions will be begin with the first (1) discrepancy. 1/2 means the contractor is allowed 1 discrepancy per month without a deduction and 2 means a deduction will be taken when 2 or more discrepancies per month occur.									
RP = Responsible Party: PM=Project Manager CO=Custody Officer SCO=Supervisory Custody Officer									
D = Deduction: SCOMHR = Hourly contract rate of Supervisory Custody Officer in effect at time of discrepancy. 1.5XSCOMHR = 1.5 times hourlycontract rate for Supervisory Custody Officer in effect at time of discrepancy. COMHR = Hourly contract rate for Custody Officer in effect at time of discrepancy. 1.5XDEOMHR = 1.5 times INS Detention Enforcement Officer hourly rate (wage at Grade 6/Step 2) in effect at time of discrepancy. This deduction also includes benefits which are 37.5% of the hourly rate but are not multiplied by 1.5. COTR will determine actual rate at time of deduction.									
PWSR=Performance Work Statement Reference (Section C - Description/Specification/ Work Statement)									
Section A: General Information					F	MM	NOD	RP/D	PWSR
A-1	Is the INS operations manual available to the staff ?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 1, Section D			
A-2	Are post orders available at each post?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section J			
A-3	Are copies of appropriate permits/business licenses available for inspection ?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section K			
A-4	Are EEO, OSHA, SCA posters and INS "Drug Free Workplace" poster, provided by INS, posted in the Contractor Admin. Area?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 10, Section B			
A-5	Is the Project Manager participating in meetings as required?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 1, Section H			

	Section B: Facility Security and Control	F	MM	NOD	RP/D	PWSR
B-1	Is a security inspection conducted daily and logged in the log book?	AR	CC	0/1	CO/COMHR	Chapter 6, Section F
B-2	Are all posts properly covered?	AR	CC	0/1	PM/1.5XDEOMHR	Chapter 6, Section J
B-3	Does the logbook reflect accurate entries?	AR	CC	1/2	CO/COMHR	Chapter 6, Section D
B-4	Has the shift roster been provided to the COTR daily upon completion of the third shift?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 3 Section A
B-5	At a minimum, are all formal counts conducted and documented, twice daily, as directed in the INS Operations Manual and post orders?	AR	CC	0/1	CO/COMHR	Chapter 6, Section E
B-6	Are the INS procedures followed when the count does not clear?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section E
B-7	Are all contraband searches conducted and documented in log book at least twice per month?	AR	CC	1/2	CO/COMHR	Chapter 6, Section G
B-8	When the contraband is discovered, is it documented in the log book and report forwarded to the COTR within 24 hours of discovery?	AR	CC	1/2	CO/COMHR	Chapter 6, Section G
B-9	Is the facility fully staffed as required regardless of detainee population?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 3, Section A
B-10	Is 24 hour supervision of all detainees provided?	AR	CC	0/1	SCO/SCOMHR	Chapter 6, Section C
B-11	Are use of force reports completed and forwarded timely to the Supervisory Custody Officer before the end of each shift?	AR	CC	1/2	SCO/SCOMHR	Chapter 6, Section L
B-12	Is the COTR or INS Supervisor notified immediately of all escapes or attempted escapes?	AR	CC	0/1	SCO/SCOMHR	Chapter 6, Section P
B-13	Were there any escapes or attempted escapes?	AR	CC	0/1	\$1,500.00	Chapter 6, Section P
B-14	Did the Contractor provide the COTR with a written report prior to the end of the shift?	AR	CC	0/2	SCO/SCOMHR	Chapter 6, Section P
B-15	Are incident reports submitted in accordance with policy?	AR	CC	0/1	SCO/SCOMHR	Chapter 6 Section A
	Section C: Personnel					
C-1	Have employees met refresher training requirements?	AR	CC	0/1	CO/COMHR	Chapter 5, Section A-1 + C
C-2	Is the COTR notified promptly of any personnel changes?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section D
C-3	Are proficiency tests and results provided to the COTR prior to the employee start date?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 5, Section D
C-4	Is refresher training provided on annual basis as required?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 5, Section A-1
C-5	Are employees not working more than 12 consecutive hours?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section F
C-6	Are all officers on duty in authorized uniform and have employee credentials ?	AR	CC	0/1	CO/1.5XDEOMHR	Chapter 2, Section J
C-7	Are reports provided to COTR within 24 hours of any job related injury?	AR	CC	1/2	SCO/SCOMHR	Chapter 9, Section C
	Section D: Security and Control					
D-1	Are all problems discovered during daily facility inspections clearly identified and documented in the INS Logbooks and on "Work Request Forms"?	AR	CC	1/2	CO/COMHR	Chapter 6, Section F
	Section E: Health Safety and Emergency Standards					
E-1	Are Contractor employees knowledgeable of their responsibilities in the event of an emergency?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 9, Section A-G
E-2	Are flammable, toxic and caustic materials stored and inventoried properly?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section I
E-3	Are the emergency plans/procedures easily accessible at all posts?	AR	CC	1/2	SCO/SCOMHR	Chapter 9, Section A
E-4	Is the documentation of fired drills being conducted?	AR	CC	1/2	SCO/SCOMHR	Chapter 6, Section D
	Section F: Sanitation and Hygiene Living Conditions					
F-1	Are all floor, hallways, and exits clear of barriers, impediments and hazardous substances?	AR	CC	1/2	CO/COMHR	Chapter 6, Section F

	Section G: Detainee Rights, Rules Discipline	F	MM	NOD	RP/D	PWSR
G-1	Is the detainee work detail monitored ?	AR	CC	0/1	CO/COMHR	Chapter 8
G-2	Are all detainee searched when they are returned from work details?	AR	CC	0/1	CO/COMHR	Chapter 8
G-3	Are proper disciplinary procedures followed by all staff?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 6, Section L&M
G-4	Are INS Policy and Procedures followed for immediate need medical conditions?	AR	CC	0/1	CO/COMHR	Chapter 9, Section E

**ATTACHMENT NO. 4
SENIORITY DATES AS OF**

5 PAGES

**LYONS SECURITY SERVICE, INC.
I.N.S. / S.P.C. SAN PEDRO
SAN PEDRO, CALIFORNIA 90731**

ALPHA ROSTER

<i>NAME</i>	<i>ANNIVERSARY DATE</i>	<i>SHIRT SIZE</i>	<i>TROUSER SIZE</i>	<i>UTILITY BELT SIZE</i>	<i>JACKET SIZE</i>
	04/17/99	lg	32 x 33	34	lg
	08/01/91	med	33 x 28	34	med
	05/03/97	x-lg	34 x 30	36	x-lg
	11/19/91	lg	36 x 30	38	lg
	10/22/95	lg	38 x 33	38	x-lg
	06/25/94	x-lg	38 x 31	40	x-lg
	09/17/95	x-lg	36 x 33	38	xx-lg
	01/15/98	lg	34 x 30	36	lg
	02/12/95	lg	34 x 34	36	x-lg
	02/12/00	xxx-lg	48 x 32	48	xxx-lg
	06/09/99	xx-lg	42 x 33	42	xx-lg
	08/30/91	x-lg	38 x 30	40	x-lg
	01/30/99	lg	33 x 34	33	x-lg
	08/14/99	lg	33 x 30	33	x-lg
	02/12/94	x-lg	40 x 28	40	x-lg
	04/09/94	lg	34 x 32	34	x-lg
	04/01/00	med	30 x 32	32	med
	11/04/96	lg	34 x 30	34	lg
	03/13/99	xx-lg	38 x 32	38	xx-lg
	04/20/02	xx-lg	44 x 32	46	xx-lg
	04/20/02	x-lg	44 x 30	46	xx-lg
	05/28/95	x-lg	38 x 32	38	x-lg
	10/16/99	x-lg	36 x 34	38	x-lg
	11/17/01	x-lg	38 x 30	38	xx-lg
	02/16/02	x-lg	40 x 32	42	x-lg
	08/11/01	sm	26 x 29	28	sm
	08/20/95	med	30 x 30	30	lg
	05/12/96	lg	34 x 30	34	lg
	05/20/96				
	01/27/01	x-lg	40 x 34	40	xx-lg
	09/18/99	med	33 x 30	33	med
	02/12/94	x-lg	36 x 32	38	x-lg
	11/18/00	med	28 x 30	28	sm
	02/16/02	lg	38 x 31	40	x-lg
	07/24/94	x-lg	34 x 30	36	x-lg
	12/11/94	lg	36 x 30	38	lg
	08/19/00	xxx-lg	46 x 32	46	xxx-lg
	04/03/99	x-lg	40 x 30	38	x-lg
	04/28/01	xx-lg	44 x 32	44	xx-lg
	07/21/01	xx-lg	40 x 34	40	xx-lg
	04/18/98	lg	32 x 34	32	x-lg
	05/01/94	x-lg	40 x 34	38	x-lg
	05/18/02	x-lg	40 x 34	42	xx-lg
	10/10/98	xx-lg	36 x 34	38	xx-lg
	07/04/97	lg	34 x 30	34	lg
	05/18/02	x-lg	36 x 32	38	x-lg
	08/01/91	med	30 x 33	32	med

b6,b7c

L.O.A. - MILITARY RESERVE DUTY

**LYONS SECURITY SERVICE, INC.
I.N.S. / S.P.C. SAN PEDRO
SAN PEDRO, CALIFORNIA 90731**

ALPHA ROSTER

<i>NAME</i>	<i>ANNIVERSARY DATE</i>	<i>SHIRT SIZE</i>	<i>TROUSER SIZE</i>	<i>UTILITY BELT SIZE</i>	<i>JACKET SIZE</i>
	03/14/98	xx-lg	42 x 30	42	xx-lg
	04/18/98	sm	29 x 34	30	sm
	04/19/97	x-lg	32 x 32	34	x-lg
	07/17/99	xx-lg	44 x 30	44	xx-lg
	07/17/99	lg	33 x 30	34	x-lg
	08/19/00	x-lg	42 x 30	42	xx-lg
	05/29/94	lg	34 x 32	36	lg
	08/29/93	med	33 x 28	36	med
	12/25/98	x-lg	36 x 36	36	x-lg
	07/21/01	lg	37 x 34	38	x-lg
	10/06/01	lg	36 x 32	38	x-lg
	04/09/94	lg	36 x 30	36	lg
	07/02/92	lg	36 x 30	36	x-lg
	03/24/96	lg	40 x 34	40	xx-lg
	01/27/01	x-lg	36 x 32	36	x-lg
	05/18/02	x-lg	38 x 36	42	xx-lg
	09/17/95	med	29 x 30	30	med
	03/14/98	x-lg	38 x 28	40	x-lg
	07/16/99	x-lg	40 x 30	42	x-lg
	05/12/92	med	35 x 30	36	sm
	05/18/02	x-lg	34 x 34	34	x-lg
	11/18/00	xx-lg	42 x 34	44	xx-lg
	08/15/97	lg	34 x 30	34	x-lg
	12/19/98	lg	34 x 32	36	x-lg
	04/20/92	xx-lg	42 x 32	42	xx-lg
	12/15/01	med	30 x 34	32	med
	05/18/02	x-lg	42 x 30	42	x-lg
	07/21/01	x-lg	40 x 36	42	x-lg
	12/15/01	med	32 x 30	32	med
	04/01/00	lg	31 x 30	32	lg
	10/14/00	x-lg	38 x 34	36	x-lg
	08/14/99	xx-lg	42 x 32	44	xx-lg
	04/01/00	med	34 x 32	36	med
	04/03/99	x-lg	38 x 31	38	xx-lg
	04/03/99	x-lg	38 x 30	38	x-lg
	02/16/02	x-lg	38 x 32	40	x-lg
	10/01/95	xx-lg	44 x 36	46	xx-lg
	09/10/91	lg	34 x 31	36	lg
	06/06/98	x-lg	40 x 32	40	xx-lg
	12/15/01	xx-lg	48 x 31	48	xx-lg
	02/25/97	lg	35 x 34	36	x-lg
	11/18/00	med	34 x 32	34	lg
	05/29/99	lg	40 x 27	40	lg
	05/20/00	x-lg	44 x 32	44	xx-lg
	11/28/98	xx-lg	38 x 36	40	xx-lg
	10/14/00	x-lg	36 x 32	36	x-lg
	06/17/92	lg	33 x 33	34	lg

b6,b7c

**LYONS SECURITY SERVICE, INC.
I.N.S. / S.P.C. SAN PEDRO
SAN PEDRO, CALIFORNIA 90731**

ALPHA ROSTER

<i>NAME</i>	<i>ANNIVERSARY DATE</i>	<i>SHIRT SIZE</i>	<i>TROUSER SIZE</i>	<i>UTILITY BELT SIZE</i>	<i>JACKET SIZE</i>
	01/31/01	x-lg	38 x 32	40	x-lg
	04/19/97	sm	28 x 30	28	sm
	11/12/95	xx-lg	38 x 32	38	xx-lg
	09/28/97	x-lg	36 x 32	38	x-lg
	03/13/99	sm	28 x 28	28	sm
	12/12/98	x-lg	36 x 34	36	x-lg
	01/30/99	x-lg	38 x 34	38	xx-lg
	03/15/97	x-lg	36 x 32	38	xx-lg
	10/15/95	x-lg	34 x 30	34	x-lg
	04/01/00	xx-lg	47 x 30	48	xx-lg
	07/17/99	med	32 x 30	32	lg
	12/11/94	x-lg	36 x 32	36	x-lg
	05/18/02	x-lg	36 x 32	36	lg
	03/04/00	lg	34 x 30	36	lg
	10/02/99	lg	33 x 29	34	lg
	01/08/95	med	32 x 30	34	lg
	05/20/00	med	35 x 30	36	sm
	05/04/96	med	34 x 32	36	lg
	08/14/99	med	32 x 28	32	lg
	08/01/91	lg	38 x 30	38	lg
	07/25/98	x-lg	38 x 30	40	x-lg
	04/28/01	lg	36 x 32	38	x-lg
	02/24/92	lg	36 x 32	38	lg
	08/15/98	med	33 x 30	34	med
	03/18/95	x-lg	38 x 32	40	x-lg
	04/28/01	lg	36 x 30	38	lg
	11/14/98	x-lg	38 x 32	40	x-lg
	11/10/01	xx-lg	42 x 34	44	xxx-lg
	04/20/02	x-lg	35 x 30	36	x-lg
	10/15/95	xx-lg	34 x 34	34	xx-lg
	08/20/95	x-lg	40 x 32	40	lg
	08/01/91				
	05/25/93	med	33 x 32	34	med
	08/31/96	x-lg	40 x 32	40	xx-lg
	08/14/99	xx-lg	44 x 34	44	xx-lg
	09/11/94	xx-lg	42 x 29	44	xx-lg
	12/25/94	lg	36 x 33	36	lg
	11/07/98	lg	36 x 31	36	lg
	07/17/99	lg	33 x 33	34	lg
	01/15/00	lg	40 x 32	42	x-lg
	05/10/97	x-lg	36 x 32	38	x-lg
	08/04/95	med	25 x 31	26	lg
	08/01/91	lg	30 x 29	32	lg
	08/15/97	x-lg	36 x 34	38	xx-lg
	04/28/01	med	36 x 32	38	lg

b6,b7c

**LYONS SECURITY SERVICE, INC.
I.N.S. / S.P.C. SAN PEDRO
SAN PEDRO, CALIFORNIA 90731**

ALPHA ROSTER

<i>NAME</i>	<i>ANNIVERSARY DATE</i>	<i>SHIRT SIZE</i>	<i>TROUSER SIZE</i>	<i>UTILITY BELT SIZE</i>	<i>JACKET SIZE</i>
	05/04/96	x-lg	36 x 34	38	xx-lg
	04/08/00	med	34 x 32	36	lg
	08/01/91	lg	38 x 28	40	lg
	07/21/01	x-lg	40 x 34	42	xx-lg
	08/24/92	x-lg	38 x 32	40	x-lg
	09/05/97	x-lg	36 x 32	38	x-lg
	11/07/98	xx-lg	46 x 32	48	xxx-lg
	04/01/00	xx-lg	50 x 30	52	xx-lg
	11/10/01	x-lg	36 x 34	38	x-lg
	11/06/99	xx-lg	42 x 30	44	xx-lg
	12/25/94	x-lg	42 x 29	44	xx-lg
	07/17/99	x-lg	36 x 30	38	x-lg
	05/18/02	x-lg	40 x 30	38	lg
	11/05/96	x-lg	36 x 29	38	lg
	02/22/97	lg	36 x 30	38	lg
	09/17/95	xx-lg	44 x 30	46	xx-lg
	07/18/97				
	01/04/97	x-lg	42 x 32	44	xx-lg
	08/01/91	x-lg	38 x 29	40	xx-lg
	07/07/96	x-lg	38 x 34	40	xx-lg
	03/04/00	x-lg	34 x 30	36	lg
	01/30/99	lg	32 x 32	34	lg
	04/20/02	xx-lg	42 x 34	44	xx-lg
	11/07/98	med	34 x 30	36	lg
	05/18/02	x-lg	38 x 32	38	xx-lg
	08/15/91	med	34 x 28	36	med
	11/14/98	lg	36 x 34	38	x-lg
	11/10/01	lg	34 x 34	36	x-lg
	12/12/98	xx-lg	48 x 32	50	xx-lg
	10/12/96	x-lg	40 x 32	42	x-lg
	10/02/99	x-lg	40 x 34	42	xx-lg
	09/26/97	x-lg	38 x 34	40	x-lg
	07/08/92				
	10/06/01	x-lg	38 x 34	40	x-lg

b6,b7c

LO.A - MILITARY RESERVE DUTY

REVISED:

05/14/02

(AS OF THIS DATE)

ATTACHMENT NO. 5
FEDERAL FINANCIAL EDI PAYMENT
ENROLLMENT FORM
2 PAGES

**A. VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION		
FEDERAL PROGRAM AGENCY DEPARTMENT OF JUSTICE - IMMIGRATION & NATURALIZATION SERVICE		
AGENCY IDENTIFIER: SINI	AGENCY LOCATION CODE (ALC): 15121201	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: P.O. BOX 560947		
DALLAS, TX 75356-0947		
CONTACT PERSON NAME: TAMMY MILES		TELEPHONE NUMBER (214) b6
ADDITIONAL INFORMATION: PURCHASE ORDER #		

PAYEE/COMPANY INFORMATION	
NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION	
NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

1. **Agency Information Section** – Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** – Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** – Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

ATTACHMENT NO. 6
REPORT OF MEDICAL EXAMINATION, SF-88
2 PAGES

MEDICAL RECORD		REPORT OF MEDICAL EXAMINATION			DATE OF EXAM
1. LAST NAME—FIRST NAME—MIDDLE NAME		2. IDENTIFICATION NUMBER		3. GRADE AND COMPONENT OR POSITION	
4. HOME ADDRESS (Number, street or RFD, city or town, state and ZIP code)		6. EMERGENCY CONTACT (Name and address of contact)			
6. DATE OF BIRTH	7. AGE	8. SEX <input type="checkbox"/> FEMALE <input type="checkbox"/> MALE		9. RELATIONSHIP OF CONTACT	
10. PLACE OF BIRTH		11. RACE <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK <input type="checkbox"/> AMERICAN INDIAN/ ALASKA NATIVE <input type="checkbox"/> HISPANIC WHITE <input type="checkbox"/> HISPANIC BLACK <input type="checkbox"/> ASIAN/PACIFIC ISLANDER			
12a. AGENCY		12b. ORGANIZATION UNIT		13. TOTAL YEARS GOVERNMENT SERVICE a. MILITARY b. CIVILIAN	
14. NAME OF EXAMINING FACILITY OR EXAMINER, AND ADDRESS			16. RATING OR SPECIALTY OF EXAMINER		
			16. PURPOSE OF EXAMINATION		

17. CLINICAL EVALUATION

NOR- MAL	(Check each item in appropriate column, enter "NE" if not evaluated.)	ABNOR- MAL	NOR- MAL	(Check each item in appropriate column, enter "NE" if not evaluated.)	ABNOR- MAL
	A. HEAD, FACE, NECK AND SCALP			D. PROSTATE (Over 40 or clinically indicated)	
	B. EARS-GENERAL (INTERNAL CANALS) (Auditory acuity under items 39 and 40)			P. TESTICULAR	
	C. DRUMS (Perforation)			Q. ANUS AND RECTUM (Hemorrhoids, Fistulae) (Hemocult Results)	
	D. NOSE			R. ENDOCRINE SYSTEM	
	E. SINUSES			S. G-U SYSTEM	
	F. MOUTH AND THROAT			T. UPPER EXTREMITIES (Strength, range of motion)	
	G. EYES-GENERAL (Visual acuity and refraction under items 28, 29, and 36)			U. FEET	
	H. OPHTHALMOSCOPIC			V. LOWER EXTREMITIES (Except feet) (Strength, range of motion)	
	I. PUPILS (Equality and reaction)			W. SPINE, OTHER MUSCULOSKELETAL	
	J. OCULAR MOTILITY (Associated parallel movements nystagmus)			X. IDENTIFYING BODY MARKS, SCARS, TATTOOS	
	K. LUNGS AND CHEST			Y. SKIN, LYMPHATICS	
	L. HEART (Thrust, size, rhythm, sounds)			Z. NEUROLOGIC (Equilibrium tests under item 41)	
	M. VASCULAR SYSTEM (Varicosities, etc.)			AA. PSYCHIATRIC (Specify any personality deviation)	
	N. ABDOMEN AND VISCERA (Include hernia)			BB. BREASTS	
				CC. PELVIC (Females only)	

NOTES: (Describe every abnormality in detail. Enter pertinent item number before each comment. Continue in item 42 and use additional sheets if necessary)

<p>18. DENTAL (Place appropriate symbols, shown in examples, above or below number of upper and lower teeth.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td style="text-align: center;">Replaced</td> <td style="text-align: center;">(X)</td> <td style="text-align: center;">Fixed</td> </tr> <tr> <td style="text-align: center;">1 2 3 Restorable</td> <td style="text-align: center;">1 2 3 Non-</td> <td style="text-align: center;">1 2 3 Missing</td> <td style="text-align: center;">X X X</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">1 2 3</td> <td style="text-align: center;">by</td> <td style="text-align: center;">1 2 3</td> <td style="text-align: center;">Partial</td> </tr> <tr> <td style="text-align: center;">32 31 30 Teeth</td> <td style="text-align: center;">32 31 30 teeth</td> <td style="text-align: center;">32 31 30</td> <td style="text-align: center;">32 31 30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32 31 30</td> <td style="text-align: center;">Dentures</td> <td style="text-align: center;">32 31 30</td> <td style="text-align: center;">Dentures</td> </tr> <tr> <td style="text-align: center;">R</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td colspan="2"></td> <td style="text-align: center;">L</td> </tr> <tr> <td style="text-align: center;">I</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td colspan="2"></td> <td style="text-align: center;">E</td> </tr> <tr> <td style="text-align: center;">G</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td colspan="2"></td> <td style="text-align: center;">F</td> </tr> <tr> <td style="text-align: center;">H</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td colspan="2"></td> <td style="text-align: center;">T</td> </tr> <tr> <td style="text-align: center;">T</td> <td style="text-align: center;">/</td> <td style="text-align: center;">X</td> <td colspan="2"></td> <td style="text-align: center;">X X X</td> <td colspan="2"></td> <td style="text-align: center;">T</td> </tr> </table>	0	/	X			X X X	Replaced	(X)	Fixed	1 2 3 Restorable	1 2 3 Non-	1 2 3 Missing	X X X	Teeth	1 2 3	by	1 2 3	Partial	32 31 30 Teeth	32 31 30 teeth	32 31 30	32 31 30	Teeth	32 31 30	Dentures	32 31 30	Dentures	R	/	X			X X X			L	I	/	X			X X X			E	G	/	X			X X X			F	H	/	X			X X X			T	T	/	X			X X X			T	<p>REMARKS AND ADDITIONAL DENTAL DEFECTS AND DISEASES</p>
0	/	X			X X X	Replaced	(X)	Fixed																																																																	
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T	/	X			X X X			T																																																																	

19. TEST RESULTS (Copies of results are preferred as attachments)

A. URINALYSIS: (1) SPECIFIC GRAVITY		B. CHEST X-RAY OR PPD (Place, date, film number and result)			
(2) URINE ALBUMIN					
(4) MICROSCOPIC					
(3) URINE SUGAR		D. EKG		E. BLOOD TYPE AND RH FACTOR	
C. SYPHILIS SEROLOGY (Specify test used and results)		F. OTHER TESTS			

NAME	IDENTIFICATION NUMBER	NO. OF SHEETS ATTACHED
------	-----------------------	------------------------

MEASUREMENTS AND OTHER FINDINGS

20. HEIGHT	21. WEIGHT	22. COLOR HAIR	23. COLOR EYES	24. BUILD <input type="checkbox"/> SLENDER <input type="checkbox"/> MEDIUM <input type="checkbox"/> HEAVY <input type="checkbox"/> OBESSE	25. TEMPERATURE
------------	------------	----------------	----------------	--	-----------------

26. BLOOD PRESSURE (Arm at heart level)				27. PULSE (Arm at heart level)						
A. SITTING	SYS. DIAS.	B. RECLUMBENT	SYS. DIAS.	C. STANDING (5 mins.)	SYS. DIAS.	A. SITTING	B. RECLUMBENT	C. STANDING (3 mins.)	D. AFTER EXERCISE	E. 2 MINS. AFTER

28. DISTANT VISION			29. REFRACTION				30. NEAR VISION			
RIGHT 20/	CORR. TO 20/	BY	S.	CX	CORR. TO	BY	CORR. TO	BY	CORR. TO	BY
LEFT 20/	CORR. TO 20/	BY	S.	CX	CORR. TO	BY	CORR. TO	BY	CORR. TO	BY

31. HETEROPHORIA (Specify distance)

ESO	EXO	R.H.	L.H.	PRISM DIV.	PRISM CONV. CT	PC	PD
-----	-----	------	------	------------	----------------	----	----

32. ACCOMMODATION		33. COLOR VISION (Test used and result)				34. DEPTH PERCEPTION (Test used and score)		UNCORRECTED	
RIGHT	LEFT							CORRECTED	
35. FIELD OF VISION		36. NIGHT VISION (Test used and score)				37. RED LENS TEST		38. INTRAOCULAR TENSION	
RIGHT	LEFT							RIGHT	LEFT

39. HEARING			40. AUDIOMETER							41. PSYCHOLOGICAL AND PSYCHOMOTOR (Tests used and score)					
RIGHT WV	/15 SV	/15		250	500	1000	2000	3000	4000					6000	8000
LEFT WV	/15 SV	/15	RIGHT												
			LEFT												

42. NOTES (Continued) AND SIGNIFICANT OR INTERVAL HISTORY

(Use additional sheets if necessary)

43. SUMMARY OF DEFECTS AND DIAGNOSES (List diagnoses with item numbers)

44. RECOMMENDATIONS - FURTHER SPECIALIST EXAMINATIONS INDICATED (Specify)	45A. PHYSICAL PROFILE					
	P	U	L	H	E	S

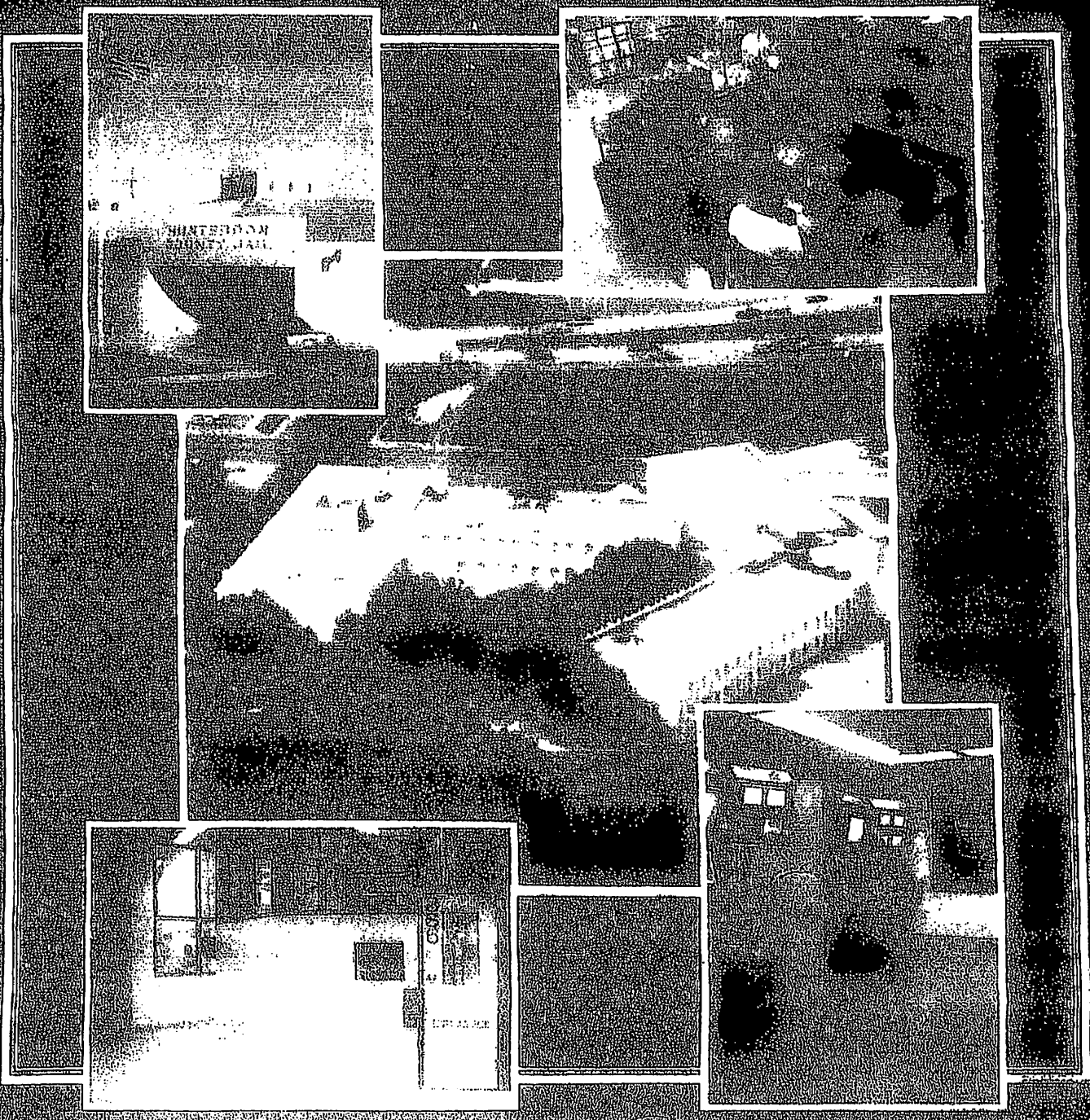
46. EXAMINEE (Check)	45B. PHYSICAL CATEGORY			
A. <input type="checkbox"/> IS QUALIFIED FOR				
B. <input type="checkbox"/> IS NOT QUALIFIED FOR	A	B	C	E
47. IF NOT QUALIFIED, LIST DISQUALIFYING DEFECTS BY ITEM NUMBER				

48. TYPED OR PRINTED NAME OF PHYSICIAN	SIGNATURE
49. TYPED OR PRINTED NAME OF PHYSICIAN	SIGNATURE
50. TYPED OR PRINTED NAME OF DENTIST OR PHYSICIAN (Indicate which)	SIGNATURE
51. TYPED OR PRINTED NAME OF REVIEWING OFFICER OR APPROVING AUTHORITY	SIGNATURE

ATTACHMENT NO. 7
STANDARDS FOR ADULT LOCAL DETENTION
FACILITIES, THIRD EDITION,
AMERICAN CORRECTIONAL ASSOCIATION (ACA)
142 PAGES

Standards For Adult Local Detention Facilities

3rd Edition



2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 09/17/2002	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration and Naturalization Svc. Administrative Center Laguna P.O. Box 30080 Laguna Niguel CA 92607-0080	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM Inc. 8301 Greensboro Dr., Suite 300 McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0006 /
	10B. DATED (SEE ITEM 13)

CODE 95-3396082 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$ 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-1, Changes-Fixed Price(AUG1987), Alternate I (APR1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

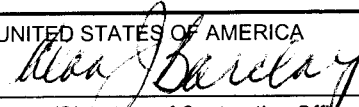
E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Change Order is issued to change Chapter 10, Equipment and Supplies, Paragraph C.4., Equipment and Supplies Furnished by the Contractor.

The radio specified is to be changed from "MT-2000 with VHF Frequency" to "HT-1000 with UHF Frequency".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/17/02

2. AMENDMENT/MODIFICATION NO. M002	3. EFF. DATE 09/10/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration and Naturalization Svc. Administrative Center Laguna P.O. Box 30080 Laguna Niguel CA 92607-0080	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM Inc. 8301 Greensboro Dr., Suite 300 McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0006 / 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

NET CHANGES: \$ 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

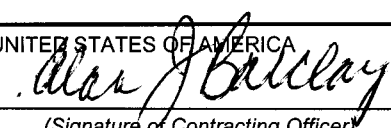
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Change the address and telephone number on Contract Number ACL-2-C-0006 to read as follows:

MVM, Inc.
1593 Springhill Road, Suite 700
Vienna, VA 22182

Telephone Number:
(703) 790-3138

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 4/10/03

Vendor Official Requestor
 Receiving G104 Oblig. Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. M003	3. EFF. DATE 09/24/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Bureau of Immigration & Customs Enforcement Admin Center Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080	7. ADMINISTERED BY (If other than Item 6) Bureau of Immigration & Customs Enforcement Admin Center Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM INC. 1593 SPRINGHILL ROAD STE 700 VIENNA VA 22182 CODE 038049532 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0006 /	10B. DATED (SEE ITEM 13) 09/24/03
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

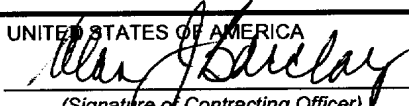
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.217-9 FAR 52.222-41 and FAR 52.222-43
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification M003 is issued to:

a) Incorporate the Collective Bargaining Agreement between MVM, Inc. and United Government Security Officers of America (UGSOA), and SPPC Local 824, dated September 24, 2003 through September 25, 2004 effective with Option Year One under the authority of FAR 52.222-41 Service Contract Act of 1965, As Amended and FAR 52.222-41 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). Incorporate in Section J of the contract Attachment No. 10 herein.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/23/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

SECTION J

ATTACHMENT NO. 10

**AGREEMENT BETWEEN MVM, INC. AND UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA (UGSOA) AND SPPC LOCAL 824
SEPTEMBER 24, 2003 THRU SEPTEMBER 25, 2004**

22 PAGES

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MVM, INC.

AND

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
UGSOA

AND SPPC LOCAL 824, UGSOA

EFFECTIVE FROM September 24, 2003 THROUGH
September 25, 2004

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ARTICLE 1
PREAMBLE

Section 1.

This Agreement is entered into this 24th day of August, 2003, between **MVM, Inc.** (MVM), (the Company) and the **UNITED GOVERNMENT SECURITY OFFICERS of AMERICA** (UGSOA), (the Union), the exclusive representative of the employees in the bargaining unit, SPPC Lead Detention Officers, Local 824 (Local). The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor at **I.N.S. / S.P.C. San Pedro** (the Agency), to provide security to the Detention Facility, and the Union, maintaining its status as exclusive representative of the employees in the bargaining unit described in Article 2 herein.

Section 2

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and is the result of good faith collective bargaining between the parties. Both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding and cooperation with respect to the practices, procedures and other matters affecting conditions of employment, and to continue working toward this goal.

Section 3

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained therein. The parties agree to resolve whatever differences may occur between them which arise under or pertain to the provisions of this Agreement by means of negotiations and/or the grievance procedures set forth herein.

Section 4

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Employer and the employees to the Agency for which security services are provided pursuant to the contract awarded to the Employer by the Agency. Under Employer's contract with the Agency, the Agency has discretion to direct certain activities of Employer in providing security services. In consideration of mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows hereafter.

Section 5.

The use of any pronoun for gender herein shall apply to both males and females.

ARTICLE 2

RECOGNITION

The Employer recognizes the **United Government Security Officers of America** as the sole and exclusive representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The bargaining unit is defined as all Lead Detention Officers (excluding office, clerical and professional employees, project managers and regular Custody Officers) employed by MVM, Inc. and working under contract at San Pedro Processing Center (SPPC) pursuant to a contract with Bureau of Immigration and Customs Enforcement BICE, with respect to wages, hours and conditions of employment. For the purpose of this Agreement the term "employee" shall include all lead custody officers in the bargaining unit covered hereby, subject to any further exclusion to the extent required by other certifications, order or rulings by the (BICE) or the National Labor Relations Board.

This agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business MVM, Inc., or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE 3

UNION SECURITY

All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.

1. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31st day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

2. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership.

3. The Employer shall discharge any Employee covered by this Agreement not later than TWO (2) work weeks following the receipt of written notice from the Union that any Employee has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement. Such discharges shall not be considered to be for cause and are not subject to the provisions of the grievance procedures or arbitration.

4. New employees (hired from outside the existing workforce at SPPC) shall be deemed to be on a probationary trial basis for the first 90 days of their employment. Thereafter, they shall be deemed regular employees, who shall be required to become members of the Union, or pay a service fee to the Union, retroactively from the first date of their employment. Probationary employees shall

not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of cause during their first 90 days of employment.

5. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for defense of such claims or suits.

ARTICLE 4 **MANAGEMENT RIGHTS**

1. The Employer shall retain the sole right, authority and complete discretion to provide the protective service entrusted to it by the Agency contract and to operate and manage its affairs in all aspects including, but not limited to, all rights and authority held by the Employer prior to the signing of this Agreement, except as specifically waived or modified herein. Failure by the Company to exercise any function reserved to it shall not be deemed a waiver of any such rights. It is understood that the Company will not violate any provisions of this agreement in its exercise of management rights.

2. The Management Rights set forth herein shall not be subject to the negotiated grievance procedure or arbitration, except as provided in this Agreement. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Employer:

- A. The right to direct and schedule the employees in performing the security contract awarded to the Employer by the Agency; The right to determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, the tours of duty, methods and processes by which the work will be performed, the technology needed, the internal security practices, or the relocation of facilities, as necessary and required to perform the security contract awarded to the Employer by the Agency; the right to relieve employees for lack of work for just cause, or other legitimate reasons; the right to hire, promote, transfer, assign and retain employees in positions under the security contract awarded to the Employer by the Agency;
- B. The rights to suspend, demote, discharge, grant or deny pay increases and take other disciplinary actions against employees for just cause, pursuant to the terms of this Agreement.
- C. The right to take any reasonable action necessary to carry out the protective mission of the Employer in an emergency situation;

- D. The right to determine the qualifications of employees for appointment, promotion, pay increases and to set standards of performance, appearance and conduct, as necessary and appropriate to comply with the requirements of the security contract awarded to the Employer by the Agency;
- E. The right to formulate, change or modify rules, regulations and procedures, except that no rule, regulation or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement, unless required by the Agency contract pursuant to which security services are provided by the Employer and the employees.

ARTICLE 5
RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

A. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.

B. Official time shall be provided as follows to investigate, process and present grievances:

Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.

C. Union stewards/representatives shall be granted up to one hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.

D. Union representatives and stewards shall be granted official time to meet with management officials regarding non-grievance labor relations matters if the meeting is requested by a management official or is requested by a Union representative and approved by a management official.

E. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.

F. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the Employer requests the meeting.

ARTICLE 6
UNION/EMPLOYEE RESPONSIBILITIES

Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duties during working hours of employees who are in a duty status.

The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.

The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.

The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

ARTICLE 7
NO STRIKE CLAUSE

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer or the Agency, for the purpose of inducing, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or

obligations of employment.

2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.

3. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in Section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.

4. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:

A. Within no more than eight hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.

B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.

5. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

ARTICLE 8

VISITATION OF UNION REPRESENTATIVES

It is agreed that Union representatives shall have access to the various work sites under control of Agency, during work hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings under Agency control and all regulations of the Government are complied with and providing that all restrictions on access to secured areas are strictly observed. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.

ARTICLE 9
RELEASE OF INFORMATION

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.

2. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party. The requesting party agrees to pay any reasonable costs incurred in the compilation of information requested, if applicable.

ARTICLE 10
DISCIPLINE

A. The parties agree that discipline is a management right that has not been abridged, except as specifically stated herein. The parties further agree that discipline may only be imposed for just cause, as that term is traditionally used in the labor relation's context.

2. Just cause shall include, but not be limited to, such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post; disobedience or insubordination; falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense or a serious traffic offense; or other misconduct of such a nature that it could negatively impact upon the reputation of the Employer or upon the ability of the employee to perform designated duties, or on the ability of the Employer to keep or perform the security contract with the Agency (conduct unbecoming). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.

3. The failure of any employee to comply with a mandatory condition of employment imposed by the Agency issuing the security contract, such as security status, physical requirements, failure to maintain a valid guard card, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.

4. Discipline actions will follow standard recognized disciplinary procedures:
- a. Verbal warning with written notice of violation.
 - b. Official written notice of violation.
 - c. Suspension with probation period or termination (depending on gravity of misconduct).

5. Anytime an employee is to be interviewed where there may be any disciplinary action taken, the employee will be advised of his right to Union representation of his own choosing to be present at the interview. Any waiver of these rights will be made in writing and signed by the employee. Both the employee and his Union representative will be advised as to the nature of the Company's allegations of misconduct by the employee, and will be allowed to consult privately prior to the interview.

6. Any meeting for disciplinary action requested by the Company that exceeds an eight (8) hour shift for those employees required to be present will be compensated for the reasonable time spent.

7. The Company agrees to immediately investigate Union reports of employee conduct where grounds for possible termination for cause exist. The Company further agrees that upon completion of the investigation to discuss its findings with designated Union officials.

ARTICLE 11

HOURS OF WORK, OVERTIME, PAY PERIODS, AND CLASSIFICATIONS

1. The workweek shall start on 0001 Sunday and end on 2400 Saturday. Employees may be required to work shift work and to change shifts to meet operational needs. Overtime will be paid at the rate of one and one-half (1 and ½) for all work in excess of forty, (40) hours in any one week. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting union business.

2. No employee shall be required to work more than twelve hours in any twenty-four hour period, except for an operational emergency.

3. Wages shall be paid every two (2) weeks.

4. It is agreed that employees under this Agreement will not be given time off to offset the payment of overtime.

5. Employees who are classified as "full-time" and who are regularly scheduled to work thirty-two (32) hours to forty (40) hours per workweek shall be considered as "full-time." Employees who are classified as "part-time" and who are regularly scheduled to work less than thirty-two (32) hours per workweek shall be considered as "part-time."

ARTICLE 12
BULLETIN BOARDS

The Employer shall allow the Union the use of a bulletin board at a building location under the control of the Agency, to be used for Union notices and literature. It is mutually understood that the Employer has no control over the use of the bulletin board; this control is solely with the Agency.

ARTICLE 13
SAFETY PROVISIONS & PAY FOR TIME LOST

1. The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness.
2. Should a worker be injured on the job, he/she shall be paid for the remainder of the shift if the injury requires medical attention and/or hospitalization that would preclude the employee from returning to his or her post to perform regular duties. Thereafter, the Worker's Compensation Board shall determine the employee's compensation.

ARTICLE 14
WITNESS PAY

If any employee is called as a witness in a court proceeding regarding a crime committed on the facility, then he/she shall be paid for all time required to attend the court proceeding. Court proceedings shall include necessary conferences with prosecutors.

ARTICLE 15
VACATION

1. No vacation time accrues until after an employee has completed one year and one day of continuous employment with the Employer. Thereafter, employees who work fulltime (scheduled average of 40 hours per week per year) excluding vacation and personal hours, shall receive:
 - A. Eighty (80) hours per year vacation for the second year of employment to commence one day following the employees anniversary date.
 - B. One hundred twenty (120) hours per year vacation for the five years continuous service to commence one day following the employees anniversary date.
 - C. One hundred sixty (160) hours per year vacation for ten years continuous service, to commence one day following the employees anniversary date.
2. Consistent with Company approval, efficiency, and economy of operations,

employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each.

3. When a holiday occurs during an employee's vacation hours, the employee shall be granted the eight (8) hours allotted for the holiday in vacation or pay in Lieu thereof, at the option of the employee.

4. Part-time employees shall accrue vacation leave on a pro rata basis pursuant to the same schedule provided for full-time employees in this Article.

5. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; the assignment however is exclusively reserved for Employer in order to ensure the orderly operation of the government facility.

ARTICLE 16

SICK/PERSONAL LEAVE BENEFITS

1. Employees with one (1) year of continuous service (excluding initial training) shall be eligible for sick/personal leave benefits of seventy two (72) hours each calendar year accrued on a pro-rata basis for each month worked (including holidays off and vacation hours taken). Accrual shall begin on the first years anniversary day. Eligible hours will be subject to the following:

A. Sick leave will be payable for absences due to illness commencing on the first (1st) day of illness and will not be paid for more than eight hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. All accrued hours of sick/personal leave shall be payable to an employee utilizing the benefit for sick time.

B. A physician's certificate of disability or illness will be required by the Company after three consecutive days of absence.

C. Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused hours leave at the end of each calendar year.

D. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance and the work schedule for maintaining service to the Agency permits. The first employee requesting a particular day shall be approved.

E. The Company will allow employees to utilize accumulated hours of

sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days by written request. Sick personal time may be taken in hourly increments in cases of emergency or sudden illness.

ARTICLE 17 **LEAVES OF ABSENCE**

Personal - An unpaid leave of absence MAY be granted in the Employer' s sole discretion for personal reasons of the employee for a period not to exceed 30 days, upon written application and approval. Leaves of absence with the exception of paragraph 6, shall not be granted for employees to work elsewhere.

Medical - An employee with one year or more of continuous service, upon presentation of a disability certificate from a doctor, may be granted a medical leave of absence (unpaid) not to exceed 12 workweeks. The Employer may require periodic renewals of disability certificates. Employees who are injured at work shall be subject to applicable Workers Compensation procedures. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work. An employee who calls off sick for more than two (2) consecutive work shifts will be required to supply a doctor's certificate. An employee who fails to call in due to unscheduled absences for three (3) consecutive scheduled workdays shall be considered as a voluntary termination.

1. The Employer may require the employee to obtain a second opinion or to furnish additional medical documentation to support a request for a non-work-related medical leave of absence.
2. If the provisions of the Federal or State Family Medical Leave Act (FMLA) apply to a particular absence, those provisions of law will control regarding that absence.
3. Requests and approvals for all unpaid leaves of absence must be in writing.
4. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within 5 days of receipt of such orders.
5. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position to which he or she was elected or appointed.
6. All leave of absence under this Article is without pay, benefits, or allowance.

ARTICLE 18
HOLIDAYS

1. Except as otherwise provided in paragraphs 3 and 4 of this Article all full-time employee will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day	*Thanksgiving Day
*Independence Day	Martin Luther King Jr. Birthday
Veteran's Day	*Memorial Day
Employee's Birthday	Columbus Day
Presidents Day	*Christmas Day
*Labor Day	Good Friday

2. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

3. The employee who works on any of the named holidays shall be paid, in addition to holiday pay his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the named holidays but fails to report for work for such holiday shall not receive holiday pay, and shall be subject to discipline. The employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

4. The employee who works on new Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.

5. In the event the President of the United States or the U.S Congress should enact a new federal holiday, it will automatically become part of this Agreement and added to the list of holidays by amendment.

ARTICLE 19
REDUCTION IN WORK

In the event of a reduction in the work force, employees shall be laid-off in accordance with length of service (seniority): the least senior employee shall be laid-off first, provided however, that the remaining employees are available and capable of performing the required duties. Recall shall be in the inverse order of layoff.

ARTICLE 20
GRIEVANCE PROCEDURE

Grievances - A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the express items of this Agreement. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether by the Union or by the Employer, either by phone or in person.

Step 1. Within 5 working days after occurrence of the grievance, an earnest effort shall be made to settle the dispute, by the employee and/or his Union Representative, and the Employer.

Step 2. If the matter has not been satisfactorily resolved within 5 working days, the grievance shall be reduced to writing and presented to the Employer by the employee or the Union Representative. The written grievance shall include the subject matter (nature) of the grievance, the date of the grievance, a concise statement of the facts giving rise to the grievance, the Article or Articles of this Agreement allegedly violated, and the remedy requested. The employee and/or the Union Representative and the Employer shall meet as soon as mutually convenient to make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the resolution shall be reduced to writing and signed by the employee, the designated Union Representative and the Employer. If no settlement is reached, the Employer shall give a written answer to the grievance within 5 working days after the date of such meeting.

Step 3. If the grievance is not satisfactorily resolved during Step 2, it may be submitted to arbitration by either party upon written notice to the other within 10 working days from the date of the Employer's final answer in Step 2 of the grievance procedure. Such written notice shall specify the matter in dispute, the Article or Articles of this Agreement alleged to have been violated and the remedy sought. The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.

Arbitration

A. The Arbitrator shall be selected from a panel of five (5) proposed arbitrators submitted by the Federal Board of Mediation, the American Arbitration Association, or an arbitrator mutually agreed to by both parties. The arbitration shall be conducted under the auspices of and in accordance with the rules of said Board or Association.

B. Each dispute shall constitute a separate arbitration proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated.

C. The Arbitrator shall have full authority to decide the issue or issues in dispute, to include remedy, except that he/she shall not have authority to amend, alter, modify or to add to, or subtract from, the provisions of Agreement. The Arbitrator's decision and award shall be made in writing and shall be final and binding upon the parties. The decision and award shall be issued within 30 days after the hearing is concluded, to include the filing of briefs if briefs are filed.

D. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

E. The fees and expenses of the arbitration shall be paid by the losing party.

F. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this section.

1. Nothing contained herein shall be constructed to circumvent the right of any employee to take a grievance up with the Employer and have same settled without the intervention of the Union, provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement. However, only the Union can take a case to arbitration on behalf of an employee.

2. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within 10 working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.

3. No grievance shall be filed or processed if it concerns a matter occurring more than 5 working days prior to the date of the filing of the grievance and no grievance settlement shall be retroactive to a date more than 5 working days prior to the filing of the grievance.

4. In the event the Employer is prevented by the Agency from reinstating an employee after an arbitration decision in favor of the employee, the Employer will place the employee in another facility at the hourly wage rate prevailing at that facility, providing there is a position available at the time the Employer is notified of the client's decision. Union representation would not apply after leaving the Agency facility. In the event that the Agreement expires or is otherwise terminated, any grievances that have not yet been heard by arbitration are no longer arbitral.

ARTICLE 21

WAGE AND BENEFIT RE-NEGOTIATIONS

1. If either party wishes to renegotiate the wages or benefits set forth in the Appendices hereto, written notice of intent to renegotiate must be sent to the other party and negotiations must be completed no later than 90 days prior to the expiration of the contract year of the contract between

the Employer and the Agency, in order that the renegotiated wages and benefits may be incorporated into the Employer' s contract with Agency.

2. Such renegotiated wages and benefits which are incorporated as part of the Employer' s contract with Agency shall become effective on the first day of the following contract year. The results of the negotiations for each contract year shall be set forth in the schedule, which is annexed hereto and made a part hereof as an Appendix. The term "contract year" refers to the anniversary date set forth in the contract between the Employer and Agency.

ARTICLE 22
WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union after exercise of the right to bargain collectively. Changes in this Agreement whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union, upon mutual agreement.

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter that could be the subject of bargaining. Except as specifically set forth elsewhere in this Agreement, during the term of this Agreement the Union expressly waives its rights to require the Employer to bargain collectively over any matters as to which the NLRB imposes an obligation to bargain, whether or not such matters were actually discussed between the Employer and the Union during the negotiations which resulted in this Agreement.

ARTICLE 23
WAGES

1. Employees covered by this Agreement shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" hereof.

2. In the event an employee reports for work for his or her shift without having been notified to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

ARTICLE 24
HEALTH AND WELFARE

A. To be eligible for Health and Welfare Benefits, an Employee must have completed thirty (30) days of service. Health and Welfare payments shall be provided by the Employer on behalf of the Employees at the rate set forth in Attachment A to this Agreement, which is attached

hereto and incorporated herein by reference. The Employees may elect to have the payments placed in a plan sponsored by the Employer or by the Union, or the Employees may receive cash; the Health and Welfare plan must provide for standard dental coverage. The option to participate in the Employer plan must be made by not less; than eighty percent (80%) of the Employees at the site at the start of each contract year. If the Employees do not participate in the Employer plan, the Employer shall, as directed by the Union, make the payment entirely to the Union for use in the Union plan and/or in cash to the Employees.

B. All Employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required Employee contribution toward health and dental coverage.

C. All Employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.

D. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

E. An Employee may receive the per hour Health and Welfare payment in lieu of the Health and Dental plan only when proof of another Health Plan is provided and current, and a written request is submitted.

ARTICLE 25

BEREAVEMENT LEAVE

1. If it is necessary for an employee to lose time from work due to death of immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If the death in the immediate family occurs among a member of the family who resides out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

2. Immediate family is defined as; the employee's father, mother, spouse, sister, brother, children (including legally adopted children and / or stepchildren) father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

3. The Company may require proof of the death for which the employee requests paid leave.

ARTICLE 26
JURY SERVICE

Employees under this Agreement with one or more years of continuous service will be reimbursed up to ten (10) days in any one calendar year for any loss of income during their otherwise scheduled work week due to time spent on jury service.

Any jury fees received by the employee shall offset said reimbursement. Employees must inform management immediately upon receiving a notice for jury service. All documentation regarding such service must be provided immediately following jury service prior to reimbursement by the Company. The Company reserves the right to request an exemption when the Company decides that the employee's absence would create a hardship.

ARTICLE 27
SAVINGS CLAUSE

Should any part of this Agreement or any portion therein, be rendered or declared illegal, invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet, and if possible, to negotiate substitute provisions for such parts of portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration. The remaining parts and provisions of the Agreement shall remain in full force and effect.

ARTICLE 28
CONTRACT CLOSURE/RE-ASSIGNMENT – FINAL PAY

In the event of contract closure or re-assignment of the contract, the Employer will pay ending payroll and accrued benefits no later than the five (5) days following said closure or reassignment.

ARTICLE 29
TERMS OF AGREEMENT

This agreement shall remain in effect from September 25, 2003 through September 24, 2004, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

Dario O. Marquez

MVM, Inc.

Dario O. Marquez, Chief Executive Officer

Jim Vissar

United Government Security Officers of America (UGSOA)

Jim Vissar, International President

David A. Coon

United Government Security Officers of America (UGSOA)

David A. Coon, International Vice President

SPPC Local 824, UGSOA

_____, Local President

APPENDIX A

**ECONOMIC PROVISIONS FOR
UGSOA LOCAL 824, INS SAN PEDRO**

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

Effective Fiscal Year Beginning September 25, 2003

	Base	2003
Lead Detention Officers	\$21.83	\$23.96
Uniform Allowance	\$0.56	\$0.56
Health & Welfare	\$2.82	\$2.89
Pension	\$1.29	\$1.32
Holidays	12	12
Sick/Personal	9	9
Shift Differential 1400-2200	\$0.60	\$0.60
Shift Differential 2200-0600	\$0.85	\$0.85
Vacation		
2 weeks after 1 year		
3 weeks after 5 years		
4 weeks after 10 years		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. A004		3. EFF. DATE 05/17/2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080			7. ADMINISTERED BY (If other than Item 6) CODE Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM INC. 1593 SPRINGHILL ROAD STE 700 VIENNA VA 22182 CODE 038049532 FACILITY CODE					9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
					10A. MODIFICATION OF CONTRACT/ORDER NO. X --- / ACL-2-C-0006	
					10B. DATED (SEE ITEM 13) 09/24/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

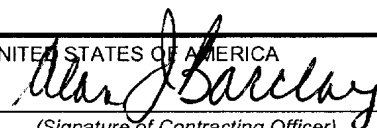
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to incorporate by reference FAR Clauses 52.204-7, Central Contractor Registration (OCT 2003), Alt 1 (OCT 2003) (b) (1), December 31, 2003 and 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003). Clauses in full text are available at <http://www.arnet.gov/far>. Central Contractor Registration is available at <http://www.ccr.gov>.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/17/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 04/01/2005	4. REQUISITION/PURCHASE REQ.NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Attn: Sheryl Wright Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Attn: Sheryl Wright Laguna Niguel CA 92607		CODE PRO-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x)	9A. AMENDMENT OF SOLICITATION NO.		
CODE 0380495320000			9B. DATED (SEE ITEM 11)		
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006 ACL4D0361		
			10B. DATED (SEE ITEM 13) 01/19/2005		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. This not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)
 Net Increase: \$2,892,813.70
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

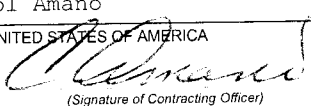
Tax ID Number: 953396082
 DUNS Number: 038049532

In accordance with the negotiated equitable adjustment issued under modification P00009 of the basic contract, the unit price and extended amount of the Task Order has been changed as shown herein.

The modification incrementally funds the task order through June 30, 2005.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/14/05

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/ACL4D0361/P00005

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$2,892,813.70 New Total Obligated Amount for this Award: \$9,405,352.07 Incremental Funded Amount changed: from \$6,512,538.37 to \$9,405,352.07, for an increase of \$2,892,813.70</p> <p>PR: FOW050014F [REDACTED] b4 PR: FOW050014G [REDACTED] b4</p> <p>Contract Specialist is changed from Rosemarie Mendoza to Sheryl Wright</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001 - Custody Officers</p> <p>Unit Price changed from \$ [REDACTED] b4 to \$ [REDACTED] b4 Quantity changed from [REDACTED] b4 to [REDACTED] b4 Total Amount changed from \$11,535,192.42 to \$ [REDACTED] b4</p> <p>Obligated Amount for this modification: [REDACTED] b4</p> <p>Incremental Funded Amount changed from \$ [REDACTED] b4 to \$ [REDACTED] b4 Incrementally Funded through 06/30/2005</p> <p>Account code: [REDACTED] b2Low Amount: \$ [REDACTED] b4 (FOW050014F)</p> <p>Account code: [REDACTED] b2Low Amount: \$ [REDACTED] b4 (FOW050014F)</p> <p>Account code: [REDACTED] b2Low Amount: \$ [REDACTED] b4 (FOW050014G)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 -Supervisory Custody Officers</p> <p>Unit Price changed from \$ [REDACTED] b4 to \$ [REDACTED] b4</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/ACL4D0361/P00005

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Quantity changed from [b4] to [b4] Total Amount changed from \$964,413.00 to \$ [b4] Obligated Amount for this modification: \$ [b4] Incremental Funded Amount changed from [b4] to [b4] Incrementally Funded through 06/30/2005</p> <p>Account code: [b2Low] Amount: \$ [b4] (FOW050014F)</p> <p>Account code: [b2Low] Amount: \$ [b4] (FOW050014F)</p> <p>Account code: [b2Low] Amount: \$ [b4] (FOW050014G)</p> <p>As a result of the above changes, the total shown in block 17(i) of this Task Order is changed from \$269,973.73 to \$12,891,132.80. FOB: Destination Discount Terms: [b2Low]</p> <p>This modification incorporates the Statement of Work and all terms and conditions of the contract.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M006	3. EFF. DATE 09/24/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (if other than item 6) Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Rosemarie Mendoza P.O. BOX 30080 (949)360-3180 Laguna Niguel CA 92607-0080		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MVM INC. 1593 SPRINGHILL ROAD STE 700 VIENNA VA 22182		9A. AMENDMENT OF SOLICITATION NO.		
CODE 038049532 FACILITY CODE		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0006 / --		
		10B. DATED (SEE ITEM 13) 09/24/03		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NET CHANGES: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) BILATERAL - FAR 52.222-43
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to issuing office.	

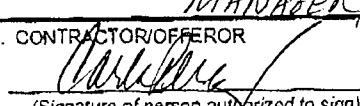
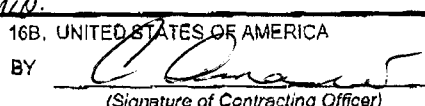
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to incorporate the equitable adjustment negotiated between the parties in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) as a result of the Department of Labor wage increases under Modifications of Contract M004 and X003.

This equitable adjustment is effective with Option Year One (September 24, 2003).

Replace pages 5 & 6 with the attached new pages 5 & 6 to reflect the new man

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CARLA M. PEREZ MANAGER CONTRACTS ADMIN.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL AMANO	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/3/04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/7/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M006	3. EFF. DATE 09/24/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	PAGE OF 2	PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
hour rates.

First Option Period – The First Option is for a period of one year effective the day following the expiration of the Base Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	b4	\$ b4
1002	Supervisory Custody Officers		Man-hour		\$ b4
FIRST OPTION PERIOD TOTAL					\$12,483,831.36

Second Option Period – The Second Option is for a period of one year effective the day following the expiration of the First Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	b4	\$ b4
2002	Supervisory Custody Officers		Man-hour		\$ b4
SECOND OPTION PERIOD TOTAL					\$12,499,992.96

Third Option Period – The Third Option is for a period of one year effective the day following the expiration of the Second Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	b4	\$ b4
3002	Supervisory Custody Officers		Man-hour		\$ b4
THIRD OPTION PERIOD TOTAL					\$12,516,154.56

Fourth Option Period – The Fourth Option is for a period of one year effective the day following the expiration of the Third Option Period.

CLIN item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	b4	\$ b4
4002	Supervisory Custody Officers		Man-hour		\$
	FOURTH OPTION PERIOD TOTAL				\$12,532,549.12

Base Year Total \$ 11,544,594.88

First Option Period Total \$ 12,483,831.36

Second Option Period Total \$ 12,499,992.96

Third Option Period Total \$ 12,516,154.56

Fourth Option Period Total \$ 12,532,549.12

Total Estimated Cost including Base Year and Four Options \$ 61,577,122.88

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00007 08/01/2005 FOW050014I/FOW050014J

6. ISSUED BY CODE ICELAG 7. ADMINISTERED BY (If other than Item 6) CODE PRO-LAGUNA
 Immigration and Customs Enforcement Office of Procurement-Laguna
 Attn: Lou Allen 24000 Avila Road, Room 3104 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006 ACL4D0361 10B. DATED (SEE ITEM 13) 01/19/2005
 CODE 0380495320000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.) Net Increase: \$1,913,970.07
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 953396082
 DUNS Number: 038049532
 *
 Program POC - Stewart Cortes
 Finance POC - Laura Quezada

PR FOW050014I - \$ [redacted] b4
 PR FOW050014J - (\$ [redacted] b4
 *

This administrative modification is issued to incrementally fund CLINS 2001 and 2002 through 09/23/2005/
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Carol Amano
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 9/1/05

CONTINUATION SHEET

REFERENCE NUMBER OF DOCUMENT BEING CONTINUED
 ACL2C0006/ACL4D0361/P00007

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES: Total Amount for this Modification: \$21,456.02 New Total Amount for this Award: \$12,912,189.14 Obligated Amount for this Modification: \$1,913,970.07 New Total Obligated Amount for this Award: \$12,912,189.14 Incremental Funded Amount changed from \$10,998,219.07 to \$12,912,189.14</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001 Quantity changed from [b4] to [b4] Total Amount changed from \$11,895,104.82 to \$11,912,158.62. Obligated Amount for this modification: \$1,767,502.72 Incremental Funded Amount changed from \$10,144,655.90 to \$11,912,158.62.</p> <p>PR: FOW050014I [b4] CHANGES FOR ACCOUNTING CODE: [b2Low] Quantity changed from [b4] to [b4] Amount changed from \$ [b4] to \$ [b4]</p> <p>PR: FOW050014J ([b4]) ACCOUNTING CODE: [b2Low] Amount changed from \$ [b4] to \$ [b4]</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 Quantity changed from [b4] to [b4] Total Amount changed from \$ [b4] to [b4] Obligated Amount for this modification: [b4] Incremental Funded Amount changed from [b4] to [b4]</p> <p>PR: FOW050014I [b4] CHANGES FOR ACCOUNTING CODE: [b2Low]</p> <p>PR: FOW050014J ([b4]) ACCOUNTING CODE: [b2Low] Amount changed from \$ [b4] to \$ [b4]</p> <p>This modification incorporates the Statement of Continued ...</p>				

CONTINUATION SHEET

REFERENCE NUMBER OF DOCUMENT BEING CONTINUED
ACL2C0006/ACL4D0361/P00007

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Work and all terms and conditions of the contract. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 09/24/2004	4. REQUISITION/PURCHASE REQ.NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Laguna Niguel CA 92607	CODE ICBLAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Laguna Niguel CA 92607	CODE PRO-LAGUNA		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)		
CODE 0380495320000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	10B. DATED (SEE ITEM 13) 07/29/2002		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 953396082

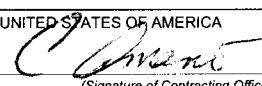
DUNS Number: 038049532

This Modification of Contract is issued to:

a) Incorporate the revised Department of Labor Wage Determination No. 1999-0615, Revision 3 and the Collective Bargaining Agreement between MVM, Inc. and United Government Security Officers of America (UGSOA) and SPPC Local 824, dated July 22, 2004 through July 31, 2007 for the Supervisory Custody Officers retroactively to the start of Option Year Two, September 24, 2004. Replace Attachment No. 10 with the enclosed new Attachment No.10.

b) Incorporate the revised Department of Labor Wage Determination No 2003-0173, Revision 2
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/1/04

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00008

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and the Collective Bargaining Agreement between MVM, Inc. and Association of Contract Employees Security, Police and Detention Enforcement (ACE/SPADE), dated August 2, 2004 through September 24, 2007 for the Custody Officers retroactively to the start of Option Year Two, September 24, 2004. Add Attachment No. 10A enclosed.</p> <p>c) Change Contracting Officer and Contract Specialist Section G - Contract Administration Data, G-1. Replace Modification X001 page 51 with Modification P00008 page 51 enclosed.</p> <p>FOB: Destination</p>				

SECTION G – CONTRACT ADMINISTRATION DATA**G-1 CONTRACT ADMINISTRATION****1. Contracting Officer (CO):**

Carol Amano, Contracting Officer
Department of Homeland Security
Immigration & Customs Enforcement
Office of Procurement, Laguna
P.O. Box 30080-Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

2. Contract Administrator:

Linda Grimm
Department of Homeland Security
Immigration & Customs Enforcement
Office of Procurement, Laguna
P.O. Box 30080-Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

Written communications shall make reference to the contract number and task order number and shall be mailed to the applicable address above.

G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- A. The Contracting Officer's Technical Representative (COTR) below is designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- C. The Contracting Officer's Technical Representative is:
Stewart Cortes
Bureau of Immigration and Customs Enforcement
San Pedro Processing Center-SPD
2001 Seaside Avenue, Terminal Island
San Pedro, CA 90731
Telephone: (310) [REDACTED] b6

REGISTER 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 Division of
Director Wage Determinations

Wage Determination No.: 2003-0173
Revision No.: 2
Date Of Last Revision: 09/01/2004

State: California

Area: California County of Los Angeles

Employed on Bureau of Immigration and Custom Enforcement contract for unarmed guard services.

Collective Bargaining Agreement between MVM, Inc., and Association of Contract Employees Security, Police and Detention Enforcement (ACE/SPADE), effective August 2, 2004 through September 24, 2007.

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).

APPENDIX A

**ECONOMIC PROVISIONS FOR
UGSOA LOCAL 824, INS SAN PEDRO**

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

Effective Fiscal Year Beginning September 25, 2004

WAGES SCHEDULE

The Company has agreed to implement the following new wages. The previous wages articulated in Appendix C of the previous contract (March 26, 2002 to March 25, 2003) shall continue during the period of Government review of the CBA and funding. The new wage rate below shall be implemented effective September 25, 2004 and each subsequent year as agreed herein.

A. Base Wages:

<u>Classification</u>	<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
Lead Detention Officer	\$23.96	\$ 24.89	\$25.38	\$25.92

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

D. Pension Allowance for each regular hour worked:

<u>Current</u>	<u>9/25//04</u>	<u>9/25/05</u>	<u>9/25/06</u>
\$1.32	\$1.39	\$1.42	\$1.42

The Pension Allowance will be put into a Company or Union 401K Plan.

E. Holidays

<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
12 Days	12 Days	12 Days	12 Days

E. Sick/Personal Leave Benefit

<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
9 Days	9 Days	9 Days	9 Days

G. Health & Welfare per regular hour worked:

1. <u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
\$2.89.	\$2.92	\$2.92	\$3.09

AGREEMENT
Between The
ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION
ENFORCEMENT
(ACE/SPADE)
And
MVM, INC.

August 2, 2004
Through
September 24, 2007

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COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

This Agreement entered into this 2nd day of August 2004, by and between MVM, INC. (the "Company") and the members of the ASSOCIATION OF CONTRACT EMPLOYEES – SECURITY, POLICE AND DETENTION ENFORCEMENT (ACE/SPADE), (the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The Bargaining Unit is defined as all full-time and part-time Detention Officers and Dispatchers employed by the Company at the Terminal Island, San Pedro, California, Immigration and Customs Enforcement (ICE) Detention Center, excluding all other employees including, office clerical employees and professional employees and supervisors, as defined in the National Labor Relations Act.
- C. This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE #2

BARGAINING OBLIGATIONS

Obligation to Bargain. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

ARTICLE # 3

MANAGEMENT'S RETAINED RIGHTS

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; 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 work shall be performed by employees and how it shall be performed; to select, hire, promote permanently, or temporarily transfer regardless of the location; demote, lay off, assign, train; suspend, terminate and discipline employees; to select and determine supervisory employees; to bid or not bid, or to re-bid or not re-bid, the Contract with the

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

Government; to determine and change starting times, quitting times, schedules and shifts; to reasonably determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, 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 the requirements of the Government and the Employer, as determined by the Employer or the requirements of the Government, **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 expressed and specific terms and conditions of this Agreement** and the dictates of the Government. Moreover, the Employer expressly reserves the right to set all policies not otherwise set forth in this Agreement, and all prior practices between any of the employees and any other Employer are of no force and effect regarding, and are not binding upon the Employer.

ARTICLE # 4

CLASSIFICATIONS

- A. Full-time employees are those employees who work forty (40) hours per week. For purposes of this Article only, hours of “work” shall include all paid time off, such as, military leave, bereavement leave, jury duty, holiday time, sick/personal time, and vacation time used by the employee.
- B. Part-time employees are those employees who are normally scheduled for less than forty (40) hours per week.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, and equipment or distribute any material that does not pertain to normal assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves. Detention Officers shall direct detainees in the performance of janitorial and maintenance duties.
- E. Full time employees will not lose their right to MVM benefits if they occasionally work less than 40 hours a week on authorized absence regardless if paid or unpaid.

ARTICLE # 5

SEVERABILITY

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for the affected clause

ARTICLE # 6

EQUAL OPPORTUNITY

(NON-DISCRIMINATION)

- A. In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. This provision shall protect employees in all phases of their employment, including hiring, upgrading, promotion, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual and regulatory agencies setting forth the provisions of the equal opportunity requirements.
- C. The provisions of this article will not operate to invalidate any other term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of the employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE # 7

TRIAL PERIOD-NOTIFICATION

- A. Newly hired full-time employees will conform to the new government standards regarding probationary employees, including employees hired by the incumbent contractor shall be regarded as probationary employees for the first one hundred and eighty (180) calendar days. Newly hired part-time employees shall be regarded as probationary employees for the first two hundred and ten (210) calendar days. During this probationary period, probationary employees shall not accrue seniority under this Agreement. The employees will be eligible for MVM, Inc. health insurance plan after ninety (90) days of employment. The Employer shall have the right to discipline, layoff, transfer, suspend, or terminate probationary employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer. Upon successful completion of the probation 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 not to include medical leave or other forms of excused absence, inclusive of military leave.
- B. The Company shall notify the Union of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE # 8

SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a Contract Detention Officer. 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, filing position, transfers, vacation schedules, extra work, and overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.
- B. Seniority for all purposes shall mean the length of time the employee has been employed as a Detention Officer or Dispatcher by the Company and predecessor companies, at the BICE Detention Center located on Terminal Island, San Pedro, California. Full-time employees and part-time employees shall be placed on separate seniority lists. Should such a circumstance arise where by two or more employees have the same seniority date, the seniority will then be determined by drawing lots. The company agrees that as of the signing of this Agreement it will not under any circumstances, change or alter the seniority provisions of this collective bargaining agreement or this article or to advance any employee to a seniority position other than that to which he would be entitled to by virtue of his hiring, selection by lottery or rehire after termination or resignation in accordance with this collective bargaining agreement.
- Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees effective the date they became a full-time employee.
- C. Full-time employees, who are thereafter placed on part-time work with the Company, will retain their full-time seniority. However, they shall not accumulate additional full-time seniority while working as part-time employees, while on unpaid leave of absence, and while suspended without pay. If they later return to full-time employment, their position on the full-time seniority list will be based only on their service as full-time employees.
- D. In the event of a lay-off or recall from lay-off, the order in which employees are recalled shall be determined by seniority, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recalled last. It is understood that probationary employees will be laid off before employees with seniority.
- E. It is the responsibility of the laid off employee to keep the Company advised by Certified Mail – Return Receipt Requested - of any changes in his or her mailing address. The Company shall notify any recalled employee of the recall by Certified Mail – Return Receipt Requested. Unless a response is physically impossible, the employee shall respond to the Company within seventy-two (72) hours after receipt of the certified notice, stating his or her intention to return to work. Unless scheduled by the Company for a later return, the employee will then have a maximum of five (5) calendar days to report for duty.
- F. An employee who is unable to report to work because of a non-occupational injury or illness shall retain his or her seniority for one (1) year. Employees who are unable to report to work because of an occupational

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
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injury or illness shall retain their seniority for the term of their disability. All employees unable to work because of injury shall be subject to lay-off according to their seniority.

- G. Any employee's seniority shall be lost upon the occurrence of any of the following events:
1. Employee is discharged for just cause;
 2. Employee voluntarily quits;
 3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements of this article;
 4. Employee fails to report of work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
 5. An employee transfers out of, or works outside of the Collective Bargaining Unit.
- H. The Company shall maintain an up-to-date seniority list, which shall be posted on the furnished bulletin board. The Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any addition or deletion thereto.
- I. Preference of assignments to shifts and to days off shall be determined by seniority. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and shall be maintained by the Company. To the extent such requested assignments, shifts, and days off are available, the Company shall assign them to the most senior person submitting a written request. When the Company does determine that an opening for a particular assignment or shift exists, the Company will fill the opening in the following manner. First, the Company shall award the opening to the most senior employee in that classification who has made a request for the assignment or shift. Second, if there are no such written requests, the Company shall post on the Company premises a notice of the opening for all full and part-time employees in the subject classification, giving those employees five (5) calendar days to request the open assignment or shift in writing. After such a posting and response period, the Company shall award the opening to the senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the senior part-time employee who requested the opening. Third, if no full-time or part-time employee requests being awarded the opening in writing within the five (5) calendar days, the Company may then fill the opening by hiring from outside the Bargaining Unit.

ARTICLE # 9

DISCHARGES

- A. The Company shall have the right to discharge, discipline or suspend an employee for just cause. However, prior to discharging an employee, the Company will meet with a representative of the Union. In that meeting the Company shall discuss the disciplinary action to be taken by the Company, shall provide to the Union representative all existing evidence against the potential discharged employee, and shall give the Union an opportunity to agree with the termination or protest it and institute grievance procedures.

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

- B. Notwithstanding the provisions of Article 9. A., any employee not granted a security clearance that is required by the controlling government agency at Terminal Island Detention Facility shall be discharged without recourse to grievance or arbitration procedures.
- C. If the Union believes an employee has been unjustly removed from the contract, the Union can present the Company with the necessary evidence to request further discussion and or investigation regarding the circumstances surrounding the incident.

ARTICLE # 10

GRIEVANCE AND ARBITRATION PROCEDURES

- A. Definition - A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.
- B. Informal Procedure - **The parties shall record and attempt to resolve all disputes arising in connection with this Agreement on an informal basis.** If the parties are unable to resolve such disputes within ten (10) days in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with a Union representative during working hours to discuss or negotiate any such Grievance, the Union representative will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid.
- C. Suspension, Layoff and Discharges
 - 1. Step 1: Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Site Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
 - (a). The Site Manager and a representative of the Local Union shall discuss within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling that grievance. The Company shall give to the Union its answer to the grievance and its reasons therefore within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then;
 - 2. Step 2: The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall discuss within ten (10) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within ten (10) working days from the meeting, the Local Union may refer the grievance to the National Union for review. The National Union President and/or his or her designee and the Manager of Employee and Labor Relations will have ten (10) days to settle the grievance or request arbitration.

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3. Step 3: Either party may make a written request for arbitration. The written request must be served on the Director of Human Resources and the Site Manager, or the Union President and/or his or her designee. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the right to arbitration shall be null and void for all purposes.

D. All Other Grievances

1. All grievances covered by this section must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery of the incident, or when the Union becomes knowledgeable of the incident or the grievance shall be null and void for all purposes.
2. The Site Manager and a representative of the Union shall discuss within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then;
3. The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall discuss within ten (10) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union may refer the grievance to the National Union for review. The Union President and/or his or her designee and the Director of Human Resources and/or his or her designee will have ten (10) days to settle the grievance or request arbitration.
4. Either party may make a written request for arbitration. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the request for arbitration shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Company and the Union's representative shall discuss within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The representatives of the Company and the Union shall meet in person or by telephone within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party that filed the grievance shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.

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4. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice, which is inconsistent with the provisions of this Agreement. Decisions of the arbitrator are subject to the limitations set forth in this Agreement. Any award of back compensation shall not predate the date of the grievance by more than twenty (20) 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 employee'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. Should an employee be removed as a result of a Government Directive, any award or reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force in effect, and shall not be binding on the Employer.
5. The losing party shall pay the reasonable fees and expenses of the arbitrator.
6. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
7. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.

ARTICLE # 11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning with a notice of deficiency, an official reprimand, probation, suspension or termination. The Company may skip one or more of these steps, depending on the conduct causing the disciplinary action.
- B. Anytime an employee is to be interviewed regarding possible disciplinary action; the employee may request to have a Union Steward or an employee of his or her choice from the same shift present for the interview. Both the employee and the representative of choice are entitled to know the Company's allegations against the employee, and are entitled to consult privately prior to the interview.
- C. When the Company requests a meeting in reference to a disciplinary action, those persons required being present in excess of their eight (8) hour shift will be paid for the reasonable time spent.
- D. It is agreed and understood that when the Union reports to the Company an employee conduct that is grounds for termination with cause, the Company agrees to investigate the matter immediately and discuss its findings with the Union leadership.

ARTICLE # 12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular base rate exclusive of other fringes for all hours worked over forty (40) hours in one (1) work-week, and two (2) times the employee's regular rate for all hours over twelve (12) hours in one (1) workday. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting Union business.
- B. Overtime Assignment
1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be first compiled by seniority for each shift. Each time a senior volunteer on particular shift works overtime, his or her name will go to the bottom of the list.
 2. When a Bargaining Unit Employee is next on a shift overtime list, and cannot work because of personal reasons, he or she will be passed over and the next Bargaining Unit Employee on the list will work overtime. In such a case, the Bargaining Unit Employee passed over for the overtime assignment will remain first on the shift list for overtime.
 3. Mandatory Overtime: When overtime is required by the Company, but an insufficient number of employees have offered to work overtime by placing their name on the shift list described above, or are not available because of personal reasons, Bargaining Unit Employees with the least seniority will be the first required to meet the overtime requirement. This includes involuntary call-offs, which results in overtime.
 4. Employees shall be required to work overtime in inverse order of seniority on a rotating basis. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
 5. In critical and/or emergency circumstances, as determined by MVM, employees may be assigned to provide the necessary post coverage without regard to seniority.
 6. Voluntary Overtime: MVM will post overtime lists in accordance with full-time and part-time status. Any employee may sign up on the appropriate list based on their status (full-time/part-time) to be called for overtime opportunities. Employees may participate or remove themselves from any voluntary overtime list at any time.
 7. Voluntary Overtime will be distributed beginning with the most senior employee on the list of employees volunteering to work additional hours. If the employee agrees to work overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the list. When the next overtime opportunity arises, the person at the top of the list shall be called, and shall thereafter continue to revolve. If MVM is unable to reach the employee when his or her opportunity becomes

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- available, he or she shall not lose his or her place on the list and shall remain there until they work or refuse to work overtime.
8. If the employee declines the overtime being offered he/she will go to the bottom of the list until the list is exhausted and his/her name appears on the top of the list following the completion of the rotation based on seniority.
 9. If the Company is unable to obtain any employees to work overtime, the Company will assign the overtime in the inverse order of seniority. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
 10. The Company reserves the right to give employees time off in lieu of overtime to maintain operational cost. Prior to implementation of this action the employees and the Union will be informed at least one week prior.
- C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties of the other, and the trade is made in writing and will not cause the Company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades shall be approved in advance by Operations. The company reserves the right to deny any request for work day trade if made in a time frame of less than seven (7) days. NOTE: Federal law states that any employee who works over 40 hours in any given workweek shall receive overtime; therefore the trade must take place in the same workweek for pay.

ARTICLE # 13

WAGES

- A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.
- B. In the event an employee reports to work for his or her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.
- C. All work schedules shall be posted by Wednesday prior to the ensuing workweek. All employees shall be advised in writing and/or by phone of any changes in his/her scheduled work day at least 4 hours in advance of any change in the schedule except when emergency conditions exist.
- D. All wages of \$100 or more that are due and payable to an employee, which for whatever reason was not so paid as provided by law and the Collective Bargaining Agreement, will be paid no later than one week, seven (7) calendar days following the preceding payday, after the Company has been notified of the error in writing. Wages less than \$100 dollars will be included in the next paycheck.

ARTICLE # 14

LEAVES OF ABSENCE

- A. Leave of absence may be granted in the Company's sole discretion for **legitimate personal reasons acceptable to the company**, for a period not to exceed thirty (30) days upon written application. Leaves of absence, with the exception of paragraph E, shall not be granted for employees to work elsewhere.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed twelve (12) weeks, except in a case of a work-related accident, for which the employee shall be granted a leave of absence, as required by the employee's physician. A doctor's certificate will be required stating the employee is physically able to perform the available work before the employee returns to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Employees shall not be required to use all available annual/personal leave prior to requesting any leave without pay, including but not limited to leave under the Federal Family and Medical Leave Act and any applicable state statute.
- E. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Company with a copy of his or her orders within five (5) days of receipt of such orders. Employees returning to work after performance of duty in the Armed Forces shall not lose his/her seniority in accordance with the guidelines of USERRA.
- F. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence not to exceed the term of this Agreement or one (1) year increments and/or his/her term in office. His/her seniority shall continue to accrue until he/she returns to his/her regular job, providing such position exists at that time. During said leave of absence the employee(s) shall not be eligible for any monetary and/or non-monetary benefits as provided for by the Company.
- G. All leaves of absence under this article are without pay, benefits, or allowance, except, to the extent federal law provides leaves of absence for performance of duty with the U.S. Armed Forces or with a component thereof.

ARTICLE # 15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:
 - 1. Notices of Union recreational and social affairs;

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2. Notice of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

ARTICLE # 16

STEWARDS

- A. The Company agrees to recognize one (1) Chief Steward and two (2) Stewards for each shift at the location, as duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance that arises during the steward's working hours.
- B. A steward who leaves his or her workstation to conduct Union business not described in paragraph A of this Article shall first obtain permission from his or her Company supervisor, shall clock out at the time that he or she leaves the workstation and shall clock in at the time that he or she returns to the workstation after completing such Union business. The Company shall not compensate stewards for such time spent on Union business. The Union shall give the Company not less than forty-eight (48) hours prior notice before appointing or removing a Steward.
- C. Notwithstanding the provisions of paragraphs A and B of this Article, the Company recognizes the need for union orientation, representation and training. Therefore, the Local Union President, Vice President, Secretary-Treasurer and Chief Steward will each be provided up to forty (40) hours Leave of Absence per contract year to attend Union sponsored training programs.

ARTICLE # 17

PHYSICAL EXAMINATIONS

- A. The Company will require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including physical agility and endurance tests, to determine fitness for duty. MVM, Inc. shall pay for the initial physical examination (pre-employment) but will not pay for any follow-up physical examinations or tests unless otherwise covered by any MVM, Inc. sponsored health insurance plan. Such examinations will be conducted annually and may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may only be administered (1) before the commencement of work following a layoff, or (2) before the commencement of work following a leave of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment based on such suspected use.

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- B. Any employee who has been previously exempted from the MVM, Inc. sponsored health care coverage must present proof of coverage on an annual basis to the corporate benefits office, commencing with the signing of this agreement or upon eligibility of MVM, Inc. benefits.
- C. Any employee not covered under MVM, Inc. sponsored health care plan shall not be eligible to submit claims for follow-up physical examination or test to MVM, Inc.
- D. The Company may also require employees to undergo such laboratory tests at random and within forty-eight (48) hours of notification by the Company. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of any such examinations. The employee will be compensated for time spent at the examination site at his or her regular rate of pay.
- E. Any employee failing to comply with such required and random laboratory tests shall be notified, in writing by the Company, that he or she is immediately being removed from the assignment schedule and shall have a period of seventy-two (72) hours to comply with the request to undergo such laboratory tests. The employee shall remain off of the assignment schedule until the requested tests have been completed. If the employee fails to complete the required tests after the seventy-two (72) hour period, he or she shall be subject to termination.

ARTICLE # 18

UNION SECURITY AND MEMBERSHIP

- A. Any employee who is qualified as a member of the Bargaining Unit but who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, shall remain a member of the Union, and shall pay an initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union in an amount required by the Union's Constitution and by-laws. Alternatively, the employee may pay the Union a monthly agency fee for the negotiations 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 and/or fee to Union members in the unit).
- B. Any employee refusing or failing to pay Union dues and initiation fees or the agency fee as provided herein shall, upon written notification and demand by the Union, be immediately removed from the assignment work schedule by the Company. The employee shall be notified in writing of this action by the Union.
- C. The employee shall then have seven (7) days to comply with the requirements of this Article. If compliance is not forthcoming after this seven (7) day period, the employee shall be immediately terminated.
- D. The Company will deduct from wages of any employee covered by this Agreement that employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the Union the wages withheld for such dues and initiation and

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agency fees. The remittances shall be accompanied by a list showing individual names and amounts deducted. The total remittances shall be made not later than five (5) days after the end of each month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

- E. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #19

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Paragraph A of this Article.

ARTICLE # 20

GOVERNMENT DIRECTIVES

The Union acknowledges that the Employer has entered into a contract with the Government to provide services under specific terms and conditions and that the Employer has entered into a contract with the Union in order to provide for the health, welfare and working conditions for those employed by the Company to provide the services for which the Government has contracted. It is also acknowledged that the Government has the discretion to direct the activities of the Employer within the scope of its contract with the Employer.

The Employer and the Union herein agree that when the Government directs the Employer to make modifications, changes or take certain actions as directed by the contracting officer and such changes are in regard to security credentials and clearances, weapons proficiency, uniforms / appearance issues or facility staffing or that is in the interest of the Government's overall security objective and such modifications, changes or actions do not violate any rights granted to the Union or employee by law, the Company will comply with such modifications, changes or actions as follows:

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1. The Company will consult with the Government and attempt to insure that such modifications, changes or actions do not unnecessarily infringe upon the Collective Bargaining Agreement, are not discriminatory in any way, and do not violate any applicable law, including but not limited to the Code of Federal Regulations, the Service Contract Act, Department of Labor – Wage Determination or the National Labor Relations Act.
2. When such modifications, changes or actions affect the Collective Bargaining Agreement, the Company will be required to ask if an official notice of modification, change order or other such notice from the Government is available, clearly and specifically indicating what in the contract or what practice is to be changed or modified and signed by the contracting officer.
3. The Company agrees that when it receives the notice described in paragraph 2 above, it will present the properly signed notice of modification, change or action to be taken to the Local Union President and other appropriate Union representatives and advise them regarding such modification, changes or action to be taken, and their effect upon the employees and the Collective Bargaining Agreement.
4. The Union and the Employer shall meet to determine if there is any conflict with the Collective Bargaining Agreement and if said conflict is justified and permissible under the contract between the Employer and the Government, or any applicable laws including but not limited to the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. In the event that the conflict is justified, both parties shall begin a cooperative effort to implement the modification, change or action to be taken. The Union and Employer shall have 30 days to resolve any conflicts with the Collective Bargaining Agreement. In the event attempts to resolve the issue are unsuccessful, the Union or the Employer may submit the item to arbitration in accordance with Article 10 of this contract. The arbitrator shall determine whether the modification, change or action is a lawful or unlawful deprivation of benefits or rights guaranteed by the Collective Bargaining Agreement, the contract between the Employer and the Government or any applicable laws in the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. However, the Company will not be held liable for any losses suffered by the employees as a result of the Government directive.
5. Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this article.

EMERGENCY MODIFICATIONS: In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate steps 1 through 5 above as soon as is reasonably possible but in no event more than 90 days following

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implementation, unless a national emergency or Homeland Security crisis prevents such implementation. However, steps 1 through 5 will be initiated as soon as the situation safely permits. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article 10 of this contract.

ARTICLE # 21

HOLIDAYS

A. Except as otherwise provided in paragraphs C and D of this Article all full-time employees will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day
*Independence Day
Veterans Day
Birthday
President's Day
*Labor Day

*Thanksgiving Day
Martin Luther King Jr. Birthday
*Memorial Day
Columbus Day
*Christmas Day
Good Friday

B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

C. The full-time employee who works on any of the above named holidays shall be paid, in addition to holiday pay, at his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subjected to discipline. The employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

D. The full-time employee who works on (New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day) shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.

E. In the event the President of the United States or the U.S. Congress should enact a permanent new federal holiday, it will automatically become part of this Agreement and added to the list of holidays above.

ARTICLE # 22

VACATIONS

A. For the purpose of computing years of service, continuous service with MVM, Inc. and predecessor contractors will be used.

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Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
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- B. Full-time employees covered by this Agreement who have continuously been employed by MVM, Inc. for a period of one (1) year shall as of their anniversary date have earned two (2) weeks paid vacation per year to use in the following year, beginning on the first day of that second year of employment with MVM, Inc.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- E. Part time employees shall earn vacation leave on a prorate basis, and in accordance with Article 4.
- F. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority. Vacation leave approval is subject to the determination of the Company in order to ensure the orderly operations of the customer's facilities.
- H. Employees are not eligible to utilize vacation until they have reached their first year anniversary date with MVM, Inc., at that time (having met their anniversary date) the employee is eligible to utilize earned leave in the ensuing year(s). Unused vacation leave shall be cashed out at the following anniversary date.
- I. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least 30 days advanced notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the customer's facilities. Vacation requests without 30 days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no later than 10 days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen circumstances, regardless of the notice.

ARTICLE # 23

SICK/PERSONAL LEAVE BENEFITS

- A. Regular employees with one (1) year of continuous service (excluding initial training) shall be eligible for paid sick/personal leave benefits of nine (9) days each calendar year, (6 hours per month) accrued on a pro-rata basis for each full month worked, subject to the following:
 - 1. Sick leave will be payable for absence due to illness commencing on the first (1st) day of illness and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes

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August 2, 2004 through September 24, 2007

of computing overtime. All accrued hours of sick/personal time regardless of the amount shall be payable to an employee utilizing the benefit for sick time.

2. A physician's certificate of disability or illness will be required by the Company after three (3) consecutive days of absence.
3. Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused sick/personal leave at the end of each calendar year.
4. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance. The first three employees requesting a particular day and a particular shift shall be approved. Written notice of the approval or denial of a requested sick/personal day shall be provided all employees requesting a sick/personal day at least two days prior to the requested time off.
5. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days in advance. Sick/Personal time may be taken in hourly increments in cases of emergency or illness.
6. Upon termination of employment, the employee will be paid at their individual base hourly rate for any unused, earned personal/sick leave, based upon the number of actual hours the employee worked during the contract year. If the employee has used more personal/sick days and/or hours upon termination than he/she earned based upon time worked on the contract (6 hours per each full month worked); the amount of the overage will be deducted from the employee's final pay check.

ARTICLE # 24

HEALTH AND WELFARE

- A. To be eligible for Health & Welfare the employee must be a regular full-time employee.
- B. The Company shall provide a Health Insurance Plan after ninety (90) days of employment with \$10.00 co-pay, for each full-time employee and his or her legal dependents.
- C. The Company shall provide a standard Dental Plan after ninety (90) days of employment to each full-time employee and his or her legal dependents.
- D. There will be no cash outs, with the exception of those employees who currently receive the cash out benefit.

ARTICLE # 25

BEREAVEMENT LEAVE

- A. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and / or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE # 26

JURY SERVICE

Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to ten (10) working days in any calendar year for any loss of income during their otherwise regularly scheduled work week for time spent on jury service.

Any jury fees received by the employee shall offset said reimbursement. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption when the Employer determines that the employee's absence would create hardship.

ARTICLE # 27

RE-NEGOTIATION

It is mutually agreed upon that three (3) months prior to the expiration date of this contract, wages and benefits shall be re-negotiated.

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

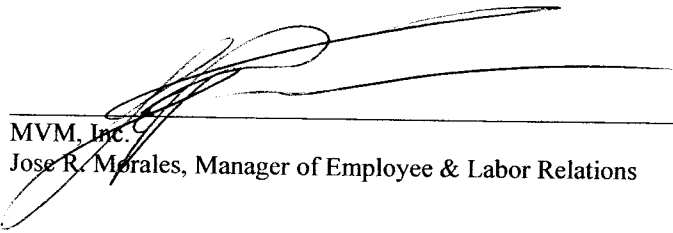
ARTICLE # 28

TERMS OF AGREEMENT

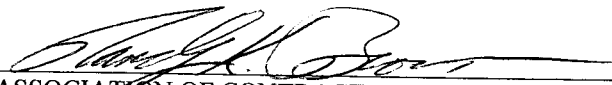
This Agreement shall remain in full force and effect from August 2, 2004 through September 24, 2007, subject to the following, and shall continue for its indicated term, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 2nd day of August 2004



MVM, Inc.
Jose R. Morales, Manager of Employee & Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

APPENDIX "A"

WAGES SCHEDULE

Listed below are the Wages and Benefits effective September 25, 2004 for the employees at the Terminal Island Detention Center:

A. Base Wages:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
Detention Officer	\$ 23.19	\$ 23.68	\$24.18

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

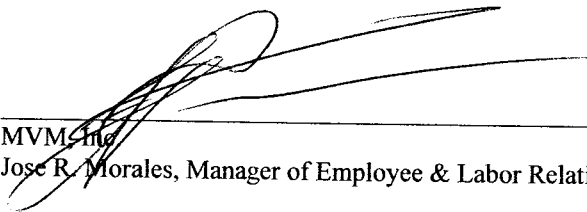
D. Pension Allowance:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 1.39	\$ 1.42	\$ 1.42

1. The Pension Allowance is paid for each regular hour worked and will be put into a Company or Union 401K Plan.


E. Health & Welfare:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 2.89	\$ 2.92	\$ 2.92

1. Health & Welfare is per regular hour worked:

Executed this 2nd day of August 2004



MVM, Inc.
Jose R. Morales, Manager of Employee & Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President



MEMORANDUM

MEMORANDUM OF UNDERSTANDING


REFERENCE ARTICLE 3 - Management Retained Rights
COLLECTIVE BARGAINING AGREEMENT BETWEEN Association of
Contract Employees - Security, Police and Detention
Enforcement and MVM, Inc. August 2, 2004 through September
24, 2007

It is understood by the Company and the Union that the omission of the words "to subcontract any part of its operations" from the Collective Bargaining Agreement language is not intended to relinquish management's right should the need arise to do so. However, the Company agrees to discuss any plans to subcontract Detention Officer work for any period greater than 90 days unless required to do so as a result of a national emergency or as a requirement for Homeland Security.



MVM, Inc.

Jose R. Morales, SPHR
Manager, Employee and Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

REGISTER 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 Division of
Director Wage Determinations

Wage Determination No.: 1999-0615
Revision No.: 3
Date Of Last Revision: 08/31/2004

State: California

Area: California County of Los Angeles

Employed on Department of Homeland Security contract for Unarmed Detention services.

Collective Bargaining Agreement between MVM, Inc. and United Government Security Officers of America, UGSOA and SPPC Local 824, UGSOA effective July 22, 2004 through July 31, 2007.

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).

SECTION J

ATTACHMENT NO. 10

**AGREEMENT BETWEEN MVM, INC. AND UNITED GOVERNMENT
SECURITY OFFICERS OF AMERICA (UGSOA) AND SPPC LOCAL 824
JULY 22, 2004 THROUGH JULY 31, 2007**

26 PAGES

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MVM, INC.

AND

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
UGSOA

AND SPPC LOCAL 824, UGSOA

EFFECTIVE FROM July 22, 2004 THROUGH July 31, 2007

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ARTICLE 1
PREAMBLE

Section 1.

This Agreement is entered into this 22 day of July 2004, between **MVM, Inc.** (MVM), (the Company) and the **UNITED GOVERNMENT SECURITY OFFICERS of AMERICA** (UGSOA), (the Union), the exclusive representative of the employees in the bargaining unit, SPPC Lead Detention Officers, Local 824 (Local). The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor at **I.C.E. / San Pedro Processing Center** (the Agency), to provide security to the Detention Facility, and the Union, maintaining its status as exclusive representative of the employees in the bargaining unit described in Article 2 herein.

Section 2

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and is the result of good faith collective bargaining between the parties. Both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding and cooperation with respect to the practices, procedures and other matters affecting conditions of employment, and to continue working toward this goal.

Section 3

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained therein. The parties agree to resolve whatever differences may occur between them which arise under or pertain to the provisions of this Agreement by means of negotiations and/or the grievance procedures set forth herein.

Section 4

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Employer and the employees to the Agency for which security services are provided pursuant to the contract awarded to the Employer by the Agency. Under Employer's contract with the Agency, the Agency has discretion to direct certain activities of Employer in providing security services. In consideration of mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows hereafter.

Section 5.

The use of any pronoun for gender herein shall apply to both males and females.

ARTICLE 2
RECOGNITION

The Employer recognizes the United Government Security Officers of America as the sole and exclusive representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The bargaining unit is defined as all Lead Detention Officers (excluding office, clerical and professional employees, project managers and regular Custody Officers) employed by MVM, Inc. and working under contract at San Pedro Processing Center (SPPC) pursuant to a contract with Bureau of Immigration and Customs Enforcement BICE, with respect to wages, hours and conditions of employment. For the purpose of this Agreement the term "employee" shall include all lead custody officers in the bargaining unit covered hereby, subject to any further exclusion to the extent required by other certifications, order or rulings by the (BICE) or the National Labor Relations Board.

This agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business MVM, Inc., or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE 3
UNION SECURITY

All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.

1. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31st day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.
2. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership.
3. The Employer shall discharge any Employee covered by this Agreement not later than TWO (2) work weeks following the receipt of written notice from the Union that any Employee has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement. Such discharges shall not be considered to be for cause and are not subject to the provisions of the grievance procedures or arbitration.

4. New employees (hired from outside the existing workforce at SPPC) shall be deemed to be on a probationary trial basis for the first 90 days of their employment. Thereafter, they shall be deemed regular employees, who shall be required to become members of the Union, or pay a service fee to the Union, retroactively from the first date of their employment. Probationary employees shall not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of cause during their first 90 days of employment.
5. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for defense of such claims or suits.

ARTICLE 4

MANAGEMENT RIGHTS

1. The Employer shall retain the sole right, authority and complete discretion to provide the protective service entrusted to it by the Agency contract and to operate and manage its affairs in all aspects including, but not limited to, all rights and authority held by the Employer prior to the signing of this Agreement, except as specifically waived or modified herein. Failure by the Company to exercise any function reserved to it shall not be deemed a waiver of any such rights. It is understood that the Company will not violate any provisions of this agreement in its exercise of management rights.
2. The Management Rights set forth herein shall not be subject to the negotiated grievance procedure or arbitration, except as provided in this Agreement. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Employer:
 - A. The right to direct and schedule the employees in performing the security contract awarded to the Employer by the Agency; The right to determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, the tours of duty, methods and processes by which the work will be performed, the technology needed, the internal security practices, or the relocation of facilities, as necessary and required to perform the security contract awarded to the Employer by the Agency; the right to relieve employees for lack of work for just cause, or other legitimate reasons; the right to hire, promote, transfer, assign and retain employees in positions under the security contract awarded to the Employer by the Agency;
 - B. The rights to suspend, demote, discharge, grant or deny pay increases and take other disciplinary actions against employees for just cause, pursuant to the terms of this Agreement.

- C. The right to take any reasonable action necessary to carry out the protective mission of the Employer in an emergency situation;
- D. The right to determine the qualifications of employees for appointment, promotion, pay increases and to set standards of performance, appearance and conduct, as necessary and appropriate to comply with the requirements of the security contract awarded to the Employer by the Agency;
- E. The right to formulate, change or modify rules, regulations and procedures, except that no rule, regulation or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement, unless required by the Agency contract pursuant to which security services are provided by the Employer and the employees.

ARTICLE 5
RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

1. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.
2. Official time shall be provided as follows to investigate, process and present grievances:
 - A. Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - B. Union stewards/representatives shall be granted up to one hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - C. Union representatives and stewards shall be granted official time to meet with management officials regarding non-grievance labor relations matters if the meeting is

requested by a management official or is requested by a Union representative and approved by a management official.

- D. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.
- E. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the Employer requests the meeting.

ARTICLE 6
UNION/EMPLOYEE RESPONSIBILITIES

1. Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duties during working hours of employees who are in a duty status.
2. The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.
3. The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.
4. The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

ARTICLE 7
NO STRIKE CLAUSE

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer or the Agency, for the purpose of inducing, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or obligations of employment.
2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.
3. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in Section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.
4. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:
 - A. Within no more than eight hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.
 - B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.
5. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

ARTICLE 8
VISITATION OF UNION REPRESENTATIVES

It is agreed that Union representatives shall have access to the various work sites under control of Agency, during work hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings under Agency control and all regulations of the Government are complied with and providing that all restrictions on access to secured areas are strictly observed. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.

ARTICLE 9
RELEASE OF INFORMATION

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.
2. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party. The requesting party agrees to pay any reasonable costs incurred in the compilation of information requested, if applicable.

ARTICLE 10
DISCIPLINE

1. The parties agree that discipline is a management right that has not been abridged, except as specifically stated herein. The parties further agree that discipline may only be imposed for just cause, as that term is traditionally used in the labor relation's context.
2. Just cause shall include, but not be limited to, such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post; disobedience or insubordination; falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense or a serious traffic offense; or other misconduct of such a nature that it could negatively impact upon the reputation of the Employer or upon the ability of the employee to perform designated duties, or on the ability of the Employer to keep or perform the security contract with the Agency (conduct unbecoming). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.
3. The failure of any employee to comply with a mandatory condition of employment imposed by the Agency issuing the security contract, such as security status, physical requirements, failure to

maintain a valid guard card, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.

4. Discipline actions will follow standard recognized disciplinary procedures:
 - a. Verbal warning with written notice of violation.
 - b. Official written notice of violation.
 - c. Suspension with probation period or termination (depending on gravity of misconduct).
5. Anytime an employee is to be interviewed where there may be any disciplinary action taken, the employee will be advised of his right to Union representation of his own choosing to be present at the interview. Any waiver of these rights will be made in writing and signed by the employee. Both the employee and his Union representative will be advised as to the nature of the Company's allegations of misconduct by the employee, and will be allowed to consult privately prior to the interview.
6. Any meeting for disciplinary action requested by the Company that exceeds an eight (8) hour shift for those employees required to be present will be compensated for the reasonable time spent.
7. The Company agrees to immediately investigate Union reports of employee conduct where grounds for possible termination for cause exist. The Company further agrees that upon completion of the investigation to discuss its findings with designated Union officials.

ARTICLE 11
HOURS OF WORK, OVERTIME, PAY PERIODS, AND CLASSIFICATIONS

1. The workweek shall start on 0001 Sunday and end on 2400 Saturday. Employees may be required to work shift work and to change shifts to meet operational needs. Overtime will be paid at the rate of one and one-half (1 and ½) for all work in excess of forty, (40) hours in any one week. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting union business.
2. No employee shall be required to work more than twelve hours in any twenty-four hour period, except for an operational emergency.
3. Wages shall be paid every two (2) weeks.
4. It is agreed that employees under this Agreement will not be given time off to offset the payment of overtime.
5. Employees who are classified as "full-time" and who are regularly scheduled to work forty (40) hours per workweek shall be considered as "full-time."

6. Employees who are classified as “part-time” and who are regularly scheduled to work less than forty (40) hours per workweek shall be considered as “part-time.”
7. Full time employees will not lose their right to MVM benefits if they occasionally work less than 40 hours a week on authorized absence regardless if paid or unpaid.

ARTICLE 12
BULLETIN BOARDS

The Employer shall allow the Union the use of a bulletin board at a building location under the control of the Agency, to be used for Union notices and literature. It is mutually understood that the Employer has no control over the use of the bulletin board; this control is solely with the Agency.

ARTICLE 13
SAFETY PROVISIONS & PAY FOR TIME LOST

1. The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness.
2. Should a worker be injured on the job, he/she shall be paid for the remainder of the shift if the injury requires medical attention and/or hospitalization that would preclude the employee from returning to his or her post to perform regular duties. Thereafter, the Worker’s Compensation Board shall determine the employee’s compensation.

ARTICLE 14
WITNESS PAY

If any employee is called as a witness in a court proceeding regarding a crime committed on the facility, then he/she shall be paid for all time required to attend the court proceeding. Court proceedings shall include necessary conferences with prosecutors.

ARTICLE 15
VACATION

- A. For the purpose of computing years of service, continuous service with the incumbent company and predecessor contractors will be used.
- B. Full-time employees covered by this Agreement who have continuously been employed by MVM, Inc. for a period of one (1) year shall as of their anniversary date have earned two (2) weeks paid vacation per year to use in the following year, beginning on the first day of that second year of employment with MVM, Inc.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- E. Part-time employees shall earn vacation leave on a prorated basis.
- F. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' of vacation may take their vacation in segments of less than one (1) week each.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority. Vacation leave approval is subject to the determination of the Company in order to ensure the orderly operations of the customer's facilities.
- H. Employees are not eligible to utilize vacation until they have reached their first year anniversary date with MVM, Inc., at that time (having met their anniversary date) the employee is eligible to utilize earned leave in the ensuing year(s). Unused vacation leave shall be cashed out at the following anniversary date.
- H. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least 30 days advanced notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the operations of the customer's facilities. Vacation requests without 30 days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no

later than 10 days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen circumstances, regardless of the notice.

ARTICLE 16
SICK/PERSONAL LEAVE BENEFITS

1. Employees with one (1) year of continuous service (excluding initial training) shall be eligible for sick/personal leave benefits of seventy two (72) hours each calendar year accrued on a pro-rata basis for each month worked (including holidays off and vacation hours taken). Accrual shall begin on the first year's anniversary day. Eligible hours will be subject to the following:

A. Sick leave will be payable for absences due to illness commencing on the first (1st) day of illness and will not be paid for more than eight hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. All accrued hours of sick/personal leave shall be payable to an employee utilizing the benefit for sick time.

B. A physician's certificate of disability or illness will be required by the Company after three consecutive days of absence.

Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused hours leave at the end of each calendar year.

D. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance and the work schedule for maintaining service to the Agency permits. The first employee requesting a particular day shall be approved.

E. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days by written request. Sick personal time may be taken in hourly increments in cases of emergency or sudden illness.

ARTICLE 17
LEAVES OF ABSENCE

Personal - An unpaid leave of absence MAY be granted in the Employer's sole discretion for verifiable extenuating circumstances of the employee for a period not to exceed 30 days, upon written application and approval. Leaves of absence with the exception of paragraph 6, shall not be granted for employees to work elsewhere.

Medical - An employee with one year or more of continuous service, upon presentation of a

disability certificate from a doctor, may be granted a medical leave of absence (unpaid) not to exceed 12 workweeks. The Employer may require periodic renewals of disability certificates. Employees who are injured at work shall be subject to applicable Workers Compensation procedures. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work. An employee who calls off sick for more than two (2) consecutive work shifts will be required to supply a doctor's certificate. An employee who fails to call in due to unscheduled absences for three (3) consecutive scheduled workdays shall be considered as a voluntary termination.

1. The Employer may require the employee to obtain a second opinion or to furnish additional medical documentation to support a request for a non-work-related medical leave of absence.

2. If the provisions of the Federal or State Family Medical Leave Act (FMLA) apply to a particular absence, those provisions of law will control regarding that absence.

3. Requests and approvals for all unpaid leaves of absence must be in writing.

4. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within 5 days of receipt of such orders.

5. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position to which he or she was elected or appointed.

6. All leave of absence under this Article is without pay, benefits, or allowance.

ARTICLE 18 **HOLIDAYS**

1. Except as otherwise provided in paragraphs 3 and 4 of this Article all full-time employee will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day	*Thanksgiving Day
*Independence Day	Martin Luther King Jr. Birthday
Veteran's Day	*Memorial Day
Employee's Birthday	Columbus Day
Presidents Day	*Christmas Day
*Labor Day	Good Friday

2. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

3. The employee who works on any of the named holidays shall be paid, in addition to holiday pay his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the named holidays but fails to report for work for such holiday shall not receive holiday pay, and shall be subject to discipline. The employee must also

work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

4. The employee who works on new Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.

5. In the event the President of the United States or the U.S Congress should enact a new federal holiday, it will automatically become part of this Agreement and added to the list of holidays by amendment.

ARTICLE 19 **REDUCTION IN WORK**

In the event of a reduction in the work force, employees shall be laid-off in accordance with length of service (seniority): the least senior employee shall be laid-off first, provided however, that the remaining employees are available and capable of performing the required duties. Recall shall be in the inverse order of layoff.

ARTICLE 20 **GRIEVANCE PROCEDURE**

Grievances - A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the express items of this Agreement. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether by the Union or by the Employer, either by phone or in person.

Step1. Within 5 working days after occurrence of the grievance, an earnest effort shall be made to settle the dispute, by the employee and/or his Union Representative, and the Employer.

Step2. If the matter has not been satisfactorily resolved within 5 working days, the grievance shall be reduced to writing and presented to the Employer by the employee or the Union Representative. The written grievance shall include the subject matter (nature) of the grievance, the date of the grievance, a concise statement of the facts giving rise to the grievance, the Article or Articles of this Agreement allegedly violated, and the remedy requested. The employee and/or the Union Representative and the Employer shall meet as soon as mutually convenient to make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the resolution shall be reduced to writing and signed by the employee, the designated Union Representative and the Employer. If no settlement is reached, the Employer shall give a written answer to the grievance within 5 working days after the date of such meeting.

Step3. If the grievance is not satisfactorily resolved during Step 2, it may be submitted to arbitration by either party upon written notice to the other within 10 working days from the date of the Employer's final answer in Step 2 of the grievance procedure. Such written notice shall specify the matter in dispute, the Article or Articles of this Agreement alleged to have been violated and the remedy sought. The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.

Arbitration

A. The Arbitrator shall be selected from a panel of five (5) proposed arbitrators submitted by the Federal Board of Mediation, the American Arbitration Association, or an arbitrator mutually agreed to by both parties. The arbitration shall be conducted under the auspices of and in accordance with the rules of said Board or Association.

B. Each dispute shall constitute a separate arbitration proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated.

C. The Arbitrator shall have full authority to decide the issue or issues in dispute, to include remedy, except that he/she shall not have authority to amend, alter, modify or to add to, or subtract from, the provisions of Agreement. The Arbitrator's decision and award shall be made in writing and shall be final and binding upon the parties. The decision and award shall be issued within 30 days after the hearing is concluded, to include the filing of briefs if briefs are filed.

D. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

E. The fees and expenses of the arbitration shall be paid by the losing party.

F. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this section.

1. Nothing contained herein shall be constructed to circumvent the right of any employee to take a grievance up with the Employer and have same settled without the intervention of the Union, provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement. However, only the Union can take a case to arbitration on behalf of an employee.

2. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within 10 working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.

3. No grievance shall be filed or processed if it concerns a matter occurring more than 5 working days prior to the date of the filing of the grievance and no grievance settlement shall be retroactive to a date more than 5 working days prior to the filing of the grievance.

4. In the event the Employer is prevented by the Agency from reinstating an employee after an arbitration decision in favor of the employee, the Employer will place the employee in

another facility at the hourly wage rate prevailing at that facility, providing there is a position available at the time the Employer is notified of the client's decision. Union representation would not apply after leaving the Agency facility. In the event that the Agreement expires or is otherwise terminated, any grievances that have not yet been heard by arbitration are no longer arbitral.

ARTICLE 21
WAGE AND BENEFIT RE-NEGOTIATIONS

1. If either party wishes to renegotiate the wages or benefits set forth in the Appendices hereto, written notice of intent to renegotiate must be sent to the other party and negotiations must be completed no later than 90 days prior to the expiration of the contract year of the contract between the Employer and the Agency, in order that the renegotiated wages and benefits may be incorporated into the Employer's contract with Agency.

2. Such renegotiated wages and benefits which are incorporated as part of the Employer's contract with Agency shall become effective on the first day of the following contract year. The results of the negotiations for each contract year shall be set forth in the schedule, which is annexed hereto and made a part hereof as an Appendix. The term "contract year" refers to the anniversary date set forth in the contract between the Employer and Agency.

ARTICLE 22
WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union after exercise of the right to bargain collectively. Changes in this Agreement whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union, upon mutual agreement.

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter that could be the subject of bargaining. Except as specifically set forth elsewhere in this Agreement, during the term of this Agreement the Union expressly waives its rights to require the Employer to bargain collectively over any matters as to which the NLRB imposes an obligation to bargain, whether or not such matters were actually discussed between the Employer and the Union during the negotiations which resulted in this Agreement.

ARTICLE 23
WAGES

1. Employees covered by this Agreement shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" hereof.

2. In the event an employee reports for work for his or her shift without having been notified to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

ARTICLE 24
HEALTH AND WELFARE

- A. To be eligible for Health & Welfare the employee must be a regular full-time employee.
- B. The Company shall provide a Health Insurance Plan after ninety (90) days of employment with \$10.00 co-pay, for each full-time employee and his or her legal dependents.
- C. The Company shall provide a standard Dental Plan after ninety (90) days of employment to each full-time employee and his or her legal dependents.
- D. There will be no cash outs, with the exception of those employees who currently receive the cash out benefit.
- E. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend.

ARTICLE 25
BEREAVEMENT LEAVE

1. If it is necessary for an employee to lose time from work due to death of immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If the death in the immediate family occurs among a member of the family who resides out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

2. Immediate family is defined as; the employee's father, mother, spouse, sister,

brother, children (including legally adopted children and / or stepchildren) father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

3. The Company may require proof of the death for which the employee requests paid leave.

ARTICLE 26 **JURY SERVICE**

Employees under this Agreement with one or more years of continuous service will be reimbursed up to ten (10) days in any one calendar year for any loss of income during their otherwise scheduled work week due to time spent on jury service.

Any jury fees received by the employee shall offset said reimbursement. Employees must inform management immediately upon receiving a notice for jury service. All documentation regarding such service must be provided immediately following jury service prior to reimbursement by the Company. The Company reserves the right to request an exemption when the Company decides that the employee's absence would create a hardship.

ARTICLE 27 **SAVINGS CLAUSE**

Should any part of this Agreement, or any portion therein, be rendered or declared illegal, invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet, and if possible, to negotiate substitute provisions for such parts of portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration. The remaining parts and provisions of the Agreement shall remain in full force and effect.

ARTICLE 28 **CONTRACT CLOSURE/RE-ASSIGNMENT – FINAL PAY**

In the event of contract closure or re-assignment of the contract, the Employer will pay ending payroll and accrued benefits no later than the five (5) days following said closure or reassignment.

ARTICLE 29

GOVERNMENT DIRECTIVES

1. The Union Acknowledges that the Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Employer within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding the assignments, hours, shifts, credentials, qualifications, and any other operational issues, as the Government deems to be in the interest of the Government's overall security objectives, and there shall be no recourse against the Employer regarding such actions or their compliance with such directives. The Employer will meet and confer regarding the effects of the Government action and discuss any adverse impact exclusive of economic issues. The Employer will discuss any such changes or directives with the Union prior to their implementation, to the extent the Employer is able to do so.
2. Notwithstanding any provisions of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniform/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer and the Union will comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.
3. The Company will consult with the Government and attempt to insure that such modifications, changes or actions do not unnecessarily infringe upon the Collective Bargaining Agreement, are not discriminatory in anyway, and do not violate any applicable law, including but not limited to the Code of Federal Regulations, the Service Contract Act, Department of Labor – Wage Determination or the National Labor Relations Act.
4. Any monetary or other benefit provided by the Employer to employees pursuant to a Government directive, but subsequently no longer mandated by the Government and allowed as a chargeable expense by the Employer to the Government may be terminated by the Employer at its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

EMERGENCY MODIFICATIONS: In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is

later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate steps 1 through 4 above as soon as is reasonably possible but in no event more than 90 days following implementation. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article 20 of this contract.

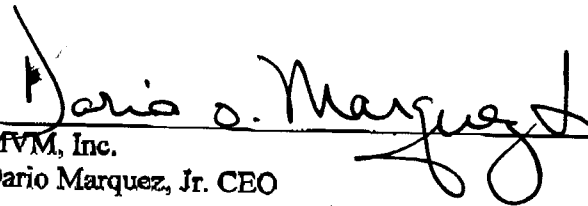
Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this article.

ARTICLE 30
TERMS OF AGREEMENT

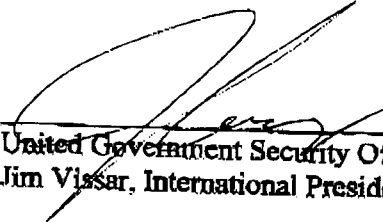
This agreement shall remain in effect from July 22, 2004 through July 31, 2007, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this agreement on behalf of themselves and their principle and affix their hand and seal.


Executed this 22 day of July 2004



MVM, Inc.
Dario Marquez, Jr. CEO

For 

United Government Security Officers of America (UGSOA)
Jim Vissar, International President



SPPC Local 824, UGSOA
Bruce Lyday, Local President

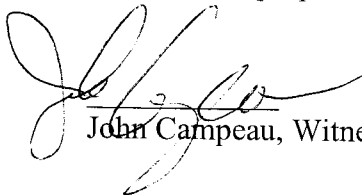
**United Government Security Officers of America Local #824
San Pedro Processing Center
San Pedro, CA 90731**


July 22, 2004

On Thursday, July 22, 2004, a vote on whether to ratify or reject the MVM Corporate Proposal on wages and benefits dated July 21, 2004, valid until July 28, 2004, was taken. The vote was conducted in accordance with the Constitution of the International Union, and the Local #824 Bylaws. The vote was conducted by secret ballot, and the ballots were counted at 3:00 PM in the Supervisor Office at the facility. Brother John Campeau witnessed the votes as the envelopes bearing no identifying marks were opened and tallied by Local #824 President Bruce Lyday. With 8 of 11 Bargaining Unit members voting, the tally was as follows:

In Favor of Ratifying the Contract	8
Opposing ratification of the Contract	0

The contract proposal is hereby ratified on a vote of 8 to 0.


John Campeau, Witness


Bruce Lyday, President

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

APPENDIX “A”

WAGES SCHEDULE

Listed below are the Wages and Benefits effective September 25, 2004 for the employees at the Terminal Island Detention Center:

A. Base Wages:	<u>9/25/04</u>	<u>9/25/05</u>
Detention Officer	\$ 23.19	\$ 23.68

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour wor.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour work

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

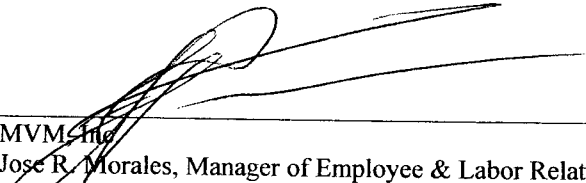
D. Pension Allowance:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 1.39	\$ 1.42	\$ 1.42

1. The Pension Allowance is paid for each regular hour worked and will be put into a Company or Union 401K Plan.


E. Health & Welfare:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 2.89	\$ 2.92	\$ 2.92

1. Health & Welfare is per regular hour worked:

Executed this 2nd day of August 2004



MVM, Inc.
Jose R. Morales, Manager of Employee & Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President



MEMORANDUM

MEMORANDUM OF UNDERSTANDING


REFERENCE ARTICLE 3 - Management Retained Rights
COLLECTIVE BARGAINING AGREEMENT BETWEEN Association of
Contract Employees - Security, Police and Detention
Enforcement and MVM, Inc. August 2, 2004 through September
24, 2007

It is understood by the Company and the Union that the omission of the words "to subcontract any part of its operations" from the Collective Bargaining Agreement language is not intended to relinquish management's right should the need arise to do so. However, the Company agrees to discuss any plans to subcontract Detention Officer work for any period greater than 90 days unless required to do so as a result of a national emergency or as a requirement for Homeland Security.



MVM, Inc.

Jose R. Morales, SPHR
Manager, Employee and Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 09/24/2004	4. REQUISITION/PURCHASE REQ.NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Laguna Niguel CA 92607	CODE PRO-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	
			10B. DATED (SEE ITEM 13) 11/29/2004	
CODE 0380495320000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) BILATERAL - FAR 52.222-43

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 953396082

DUNS Number: 038049532

This modification is issued to incorporate the equitable adjustment negotiated between the parties in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) as a result of the Department of Labor wage increases under Modifications of Contract P00008 and X007.

This equitable adjustment is effective with Option Year Two (September 24, 2004).

Replace pages 5 & 6 with the attached new pages 5 & 6 to reflect the new man hour rates.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Carol Amano	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Contracting Officer and Contract Specialist Section G - Contract Administration Data, G-1. Replace Modification P00008 page 51 with Modification P00009 page 51 enclosed. FOB: Destination				

First Option Period – The First Option is for a period of one year effective the day following the expiration of the Base Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
1002	Supervisory Custody Officers		Man-hour	\$	\$
FIRST OPTION PERIOD TOTAL					\$12,483,831.36

Second Option Period – The Second Option is for a period of one year effective the day following the expiration of the First Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
2002	Supervisory Custody Officers		Man-hour	\$	\$
SECOND OPTION PERIOD TOTAL					\$12,891,132.80

Third Option Period – The Third Option is for a period of one year effective the day following the expiration of the Second Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
3002	Supervisory Custody Officers		Man-hour	\$	\$
THIRD OPTION PERIOD TOTAL					\$12,907,294.40

Fourth Option Period – The Fourth Option is for a period of one year effective the day following the expiration of the Third Option Period.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	b4	b4
4002	Supervisory Custody Officers	b4	Man-hour	b4	b4
	FOURTH OPTION PERIOD TOTAL				\$12,923,688.96

Base Year Total \$ 11,542,731.20

First Option Period Total \$ 12,483,831.36

Second Option Period Total \$ 12,891,132.80

Third Option Period Total \$ 12,907,294.40

Fourth Option Period Total \$ 12,923,688.96

Total Estimated Cost including Base Year and Four Options \$ 62,748,678.72

SECTION G – CONTRACT ADMINISTRATION DATA**G-1 CONTRACT ADMINISTRATION****1. Contracting Officer (CO):**

Carol Amano, Contracting Officer
Department of Homeland Security
Immigration & Customs Enforcement
Office of Procurement, Laguna
P.O. Box 30080-Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

2. Contract Administrator:

Rosemarie Mendoza
Department of Homeland Security
Immigration & Customs Enforcement
Office of Procurement, Laguna
P.O. Box 30080-Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: (949) [REDACTED] b6

Written communications shall make reference to the contract number and task order number and shall be mailed to the applicable address above.

G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- A. The Contracting Officer's Technical Representative (COTR) below is designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- C. The Contracting Officer's Technical Representative is:
Stewart Cortes
Bureau of Immigration and Customs Enforcement
San Pedro Processing Center-SPD
2001 Seaside Avenue, Terminal Island
San Pedro, CA 90731
Telephone: (310) [REDACTED] b6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. P00010
 3. EFFECTIVE DATE 09/24/2005
 4. REQUISITION/PURCHASE REQ.NO. FOW050015
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICELAG
 7. ADMINISTERED BY (If other than Item 6) CODE PRO-LAGUNA

Immigration and Customs Enforcement
 Office of Procurement-Laguna
 PO Box 30080
 Attn: Lou Allen
 Laguna Niguel CA 92607

Immigration & Customs Enforcement
 Office of Procurement-Laguna
 P.O. Box 30080
 Attn: Lou Allen
 Laguna Niguel CA 92607

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

M V M INC
 1593 SPRING HILL ROAD SUITE 700
 VIENNA VA 221822249

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ACL2C0006

10B. DATED (SEE ITEM 13)

CODE 0380495320000 FACILITY CODE 11/29/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Unilateral - FAR 52.217-9 and FAR 52.222-43

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 953396082
 DUNS Number: 038049532
 Program POC Stewart Cortes
 Finance POC Linda Burke/Laura Quezada

This Modification is issued to exercise Option Year Three and to incorporate the Department of Labor Wage Determination for same option period.

In accordance with the authority of FAR 52.217-9 Option to Extend the Term of the Contract, Option Year Three is extended for the period of performance of September 24, 2005 through September 23, 2006.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Carol Amano

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

8/23/05

NSN 7540-01-152-8070
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00010

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with the authority of FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), replace Attachment 2 with new Department of Labor Wage Determination No. CBA-2005-3091 Rev 0 dated August 17, 2005 and CBA-2005-3092 Rev 0 dated August 17, 2005.</p> <p>This modification incorporates the Statement of Work and all terms and conditions of the contract.</p> <p>Total amount of the contract, to include Option Year Three, is \$49,824,989.76</p> <p>.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 09/24/2005	4. REQUISITION/PURCHASE REQ. NO. PRO-6-L001FOW	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	
			10B. DATED (SEE ITEM 13) 11/29/2004	
CODE 0380495320000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.222-41 and FAR 52.222-43
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 953396082
DUNS Number: 038049532

Program POC Stewart Cortes
Finance POC Linda Burke/Laura Quezada

Pursuant to FAR 52.222-41--Service Contract Act of 1965, as Amended (May 1989) and FAR 52.222-43 -- Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989), the purpose of this modification is to incorporate an equitable adjustment for the revised wage determination stated in Modification P00010. The adjustment period is retroactive to September 24, 2005.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CARLA M. PEREZ MANAGER CONTRACTS SEPT.	15B. CONTRACTOR OFFEROR 	15C. DATE SIGNED 2/2/06	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 2/2/06
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NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's request for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this Department of Labor Wage Determination.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$463,590.40</p> <p>CHANGES FOR LINE ITEM NUMBER: 3001 - DETENTION OFFICERS Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 3002 - LEAD DETENTION OFFICERS Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001 - DETENTION OFFICERS Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002 - LEAD DETENTION OFFICERS Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>As a result of the above changes, the total contract amount including the Base plus all Option years is changed from: \$62,748,678.72 to \$63,212,269.12. FOB: Destination Discount Terms: b2Low</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 54
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00012	09/24/2006	PRO-6-L047DRO	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Immigration and Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	ICBLAG	Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		ACL2C0006	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	11/29/2004	
0380495320000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.219.9, FAR 52.222-41 and FAR 52.222-43

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082

DUNS Number: 038049532

Program POC Stewart Cortes

Finance POC Laura Quezada

This Modification is issued to exercise Option Year Four and to incorporate the Department of Labor Wage Determination for same option period.

In accordance with the authority of FAR 52.217-9 Option to Extend the Term of the Contract, Option Year Four is extended for the period of performance of September 24, 2006 through Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sheryl Wright	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Sheryl Wright (Signature of Contracting Officer)	7/28/06

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00012

PAGE OF
 2 54

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>September 23, 2007.</p> <p>In accordance with the authority of FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), replace Attachment 2 with new Department of Labor Wage Determination No. CBA-2005-3091 Rev 1 dated August 17, 2005 and CBA-2005-3092 Rev 1 dated August 17, 2005.</p> <p>This modification incorporates the Statement of Work and all terms and conditions of the contract.</p> <p>Total amount of the contract, to include Option Year Four, is \$63,212,269.12</p> <p>.</p> <p>Discount Terms: b2Low</p> <p>FOB: Destination</p>				

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2005-3091
William W.Gross	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 8/17/2005

State: California

Area: Los Angeles

Employed on Immigration and Customs Enforcement contract for Unarmed Detention Services at the Department of Homeland Security San Pedro Service Processing Center, San Pedro, CA.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: United Government Security Officers of America, USGOA Local SPPC Loc, effective 7/22/2004 through 7/31/2007.

In accordance with Section 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).

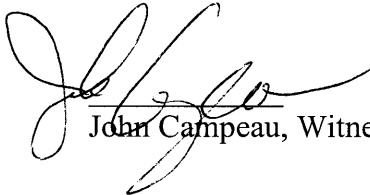
**United Government Security Officers of America Local #824
San Pedro Processing Center
San Pedro, CA 90731**


July 22, 2004

On Thursday, July 22, 2004, a vote on whether to ratify or reject the MVM Corporate Proposal on wages and benefits dated July 21, 2004, valid until July 28, 2004, was taken. The vote was conducted in accordance with the Constitution of the International Union, and the Local #824 Bylaws. The vote was conducted by secret ballot, and the ballots were counted at 3:00 PM in the Supervisor Office at the facility. Brother John Campeau witnessed the votes as the envelopes bearing no identifying marks were opened and tallied by Local #824 President Bruce Lyday. With 8 of 11 Bargaining Unit members voting, the tally was as follows:

In Favor of Ratifying the Contract	8
Opposing ratification of the Contract	0

The contract proposal is hereby ratified on a vote of 8 to 0.


John Campeau, Witness


Bruce Lyday, President

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MVM, INC.

AND

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
UGSOA

AND SPPC LOCAL 824, UGSOA

EFFECTIVE FROM July 22, 2004 THROUGH July 31, 2007

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ARTICLE 1
PREAMBLE

Section 1.

This Agreement is entered into this 22 day of July 2004, between **MVM, Inc.** (MVM), (the Company) and the **UNITED GOVERNMENT SECURITY OFFICERS of AMERICA** (UGSOA), (the Union), the exclusive representative of the employees in the bargaining unit, SPPC Lead Detention Officers, Local 824 (Local). The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor at **I.C.E. / San Pedro Processing Center** (the Agency), to provide security to the Detention Facility, and the Union, maintaining its status as exclusive representative of the employees in the bargaining unit described in Article 2 herein.

Section 2

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and is the result of good faith collective bargaining between the parties. Both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding and cooperation with respect to the practices, procedures and other matters affecting conditions of employment, and to continue working toward this goal.

Section 3

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained therein. The parties agree to resolve whatever differences may occur between them which arise under or pertain to the provisions of this Agreement by means of negotiations and/or the grievance procedures set forth herein.

Section 4

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Employer and the employees to the Agency for which security services are provided pursuant to the contract awarded to the Employer by the Agency. Under Employer's contract with the Agency, the Agency has discretion to direct certain activities of Employer in providing security services. In consideration of mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows hereafter.

Section 5.

The use of any pronoun for gender herein shall apply to both males and females.

ARTICLE 2

RECOGNITION

The Employer recognizes the United Government Security Officers of America as the sole and exclusive representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The bargaining unit is defined as all Lead Detention Officers (excluding office, clerical and professional employees, project managers and regular Custody Officers) employed by MVM, Inc. and working under contract at San Pedro Processing Center (SPPC) pursuant to a contract with Bureau of Immigration and Customs Enforcement BICE, with respect to wages, hours and conditions of employment. For the purpose of this Agreement the term "employee" shall include all lead custody officers in the bargaining unit covered hereby, subject to any further exclusion to the extent required by other certifications, order or rulings by the (BICE) or the National Labor Relations Board.

This agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business MVM, Inc., or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE 3

UNION SECURITY

All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.

1. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31st day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.
2. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership.
3. The Employer shall discharge any Employee covered by this Agreement not later than TWO (2) work weeks following the receipt of written notice from the Union that any Employee has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement. Such discharges shall not be considered to be for cause and are not subject to the provisions of the grievance procedures or arbitration.

4. New employees (hired from outside the existing workforce at SPPC) shall be deemed to be on a probationary trial basis for the first 90 days of their employment. Thereafter, they shall be deemed regular employees, who shall be required to become members of the Union, or pay a service fee to the Union, retroactively from the first date of their employment. Probationary employees shall not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of cause during their first 90 days of employment.
5. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for defense of such claims or suits.

ARTICLE 4
MANAGEMENT RIGHTS

1. The Employer shall retain the sole right, authority and complete discretion to provide the protective service entrusted to it by the Agency contract and to operate and manage its affairs in all aspects including, but not limited to, all rights and authority held by the Employer prior to the signing of this Agreement, except as specifically waived or modified herein. Failure by the Company to exercise any function reserved to it shall not be deemed a waiver of any such rights. It is understood that the Company will not violate any provisions of this agreement in its exercise of management rights.
2. The Management Rights set forth herein shall not be subject to the negotiated grievance procedure or arbitration, except as provided in this Agreement. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Employer:
 - A. The right to direct and schedule the employees in performing the security contract awarded to the Employer by the Agency; The right to determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, the tours of duty, methods and processes by which the work will be performed, the technology needed, the internal security practices, or the relocation of facilities, as necessary and required to perform the security contract awarded to the Employer by the Agency; the right to relieve employees for lack of work for just cause, or other legitimate reasons; the right to hire, promote, transfer, assign and retain employees in positions under the security contract awarded to the Employer by the Agency;
 - B. The rights to suspend, demote, discharge, grant or deny pay increases and take other disciplinary actions against employees for just cause, pursuant to the terms of this Agreement.

- C. The right to take any reasonable action necessary to carry out the protective mission of the Employer in an emergency situation;
- D. The right to determine the qualifications of employees for appointment, promotion, pay increases and to set standards of performance, appearance and conduct, as necessary and appropriate to comply with the requirements of the security contract awarded to the Employer by the Agency;
- E. The right to formulate, change or modify rules, regulations and procedures, except that no rule, regulation or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement, unless required by the Agency contract pursuant to which security services are provided by the Employer and the employees.

ARTICLE 5
RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

- 1. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.
- 2. Official time shall be provided as follows to investigate, process and present grievances:
 - A. Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - B. Union stewards/representatives shall be granted up to one hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - C. Union representatives and stewards shall be granted official time to meet with management officials regarding non-grievance labor relations matters if the meeting is

requested by a management official or is requested by a Union representative and approved by a management official.

- D. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.
- E. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the Employer requests the meeting.

ARTICLE 6
UNION/EMPLOYEE RESPONSIBILITIES

1. Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duties during working hours of employees who are in a duty status.
2. The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.
3. The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.
4. The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

ARTICLE 7
NO STRIKE CLAUSE

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer or the Agency, for the purpose of inducing, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or obligations of employment.
2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.
3. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in Section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.
4. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:
 - A. Within no more than eight hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.
 - B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.
5. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

ARTICLE 8
VISITATION OF UNION REPRESENTATIVES

It is agreed that Union representatives shall have access to the various work sites under control of Agency, during work hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings under Agency control and all regulations of the Government are complied with and providing that all restrictions on access to secured areas are strictly observed. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.

ARTICLE 9
RELEASE OF INFORMATION

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.
2. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party. The requesting party agrees to pay any reasonable costs incurred in the compilation of information requested, if applicable.

ARTICLE 10
DISCIPLINE

1. The parties agree that discipline is a management right that has not been abridged, except as specifically stated herein. The parties further agree that discipline may only be imposed for just cause, as that term is traditionally used in the labor relation's context.
2. Just cause shall include, but not be limited to, such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post; disobedience or insubordination; falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense or a serious traffic offense; or other misconduct of such a nature that it could negatively impact upon the reputation of the Employer or upon the ability of the employee to perform designated duties, or on the ability of the Employer to keep or perform the security contract with the Agency (conduct unbecoming). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.
3. The failure of any employee to comply with a mandatory condition of employment imposed by the Agency issuing the security contract, such as security status, physical requirements, failure to

maintain a valid guard card, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.

4. Discipline actions will follow standard recognized disciplinary procedures:
 - a. Verbal warning with written notice of violation.
 - b. Official written notice of violation.
 - c. Suspension with probation period or termination (depending on gravity of misconduct).
5. Anytime an employee is to be interviewed where there may be any disciplinary action taken, the employee will be advised of his right to Union representation of his own choosing to be present at the interview. Any waiver of these rights will be made in writing and signed by the employee. Both the employee and his Union representative will be advised as to the nature of the Company's allegations of misconduct by the employee, and will be allowed to consult privately prior to the interview.
6. Any meeting for disciplinary action requested by the Company that exceeds an eight (8) hour shift for those employees required to be present will be compensated for the reasonable time spent.
7. The Company agrees to immediately investigate Union reports of employee conduct where grounds for possible termination for cause exist. The Company further agrees that upon completion of the investigation to discuss its findings with designated Union officials.

ARTICLE 11

HOURS OF WORK, OVERTIME, PAY PERIODS, AND CLASSIFICATIONS

1. The workweek shall start on 0001 Sunday and end on 2400 Saturday. Employees may be required to work shift work and to change shifts to meet operational needs. Overtime will be paid at the rate of one and one-half (1 and ½) for all work in excess of forty, (40) hours in any one week. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting union business.
2. No employee shall be required to work more than twelve hours in any twenty-four hour period, except for an operational emergency.
3. Wages shall be paid every two (2) weeks.
4. It is agreed that employees under this Agreement will not be given time off to offset the payment of overtime.
5. Employees who are classified as "full-time" and who are regularly scheduled to work forty (40) hours per workweek shall be considered as "full-time."

6. Employees who are classified as “part-time” and who are regularly scheduled to work less than forty (40) hours per workweek shall be considered as “part-time.”
7. Full time employees will not lose their right to MVM benefits if they occasionally work less than 40 hours a week on authorized absence regardless if paid or unpaid.

ARTICLE 12
BULLETIN BOARDS

The Employer shall allow the Union the use of a bulletin board at a building location under the control of the Agency, to be used for Union notices and literature. It is mutually understood that the Employer has no control over the use of the bulletin board; this control is solely with the Agency.

ARTICLE 13
SAFETY PROVISIONS & PAY FOR TIME LOST

1. The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness.
2. Should a worker be injured on the job, he/she shall be paid for the remainder of the shift if the injury requires medical attention and/or hospitalization that would preclude the employee from returning to his or her post to perform regular duties. Thereafter, the Worker’s Compensation Board shall determine the employee’s compensation.

ARTICLE 14
WITNESS PAY

If any employee is called as a witness in a court proceeding regarding a crime committed on the facility, then he/she shall be paid for all time required to attend the court proceeding. Court proceedings shall include necessary conferences with prosecutors.

ARTICLE 15
VACATION

- A. For the purpose of computing years of service, continuous service with the incumbent company and predecessor contractors will be used.
- B. Full-time employees covered by this Agreement who have continuously been employed by MVM, Inc. for a period of one (1) year shall as of their anniversary date have earned two (2) weeks paid vacation per year to use in the following year, beginning on the first day of that second year of employment with MVM, Inc.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- E. Part-time employees shall earn vacation leave on a prorate basis.
- F. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' of vacation may take their vacation in segments of less than one (1) week each.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority. Vacation leave approval is subject to the determination of the Company in order to ensure the orderly operations of the customer's facilities.
- H. Employees are not eligible to utilize vacation until they have reached their first year anniversary date with MVM, Inc., at that time (having met their anniversary date) the employee is eligible to utilize earned leave in the ensuing year(s). Unused vacation leave shall be cashed out at the following anniversary date.
- H. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least 30 days advanced notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the operations of the customer's facilities. Vacation requests without 30 days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no

later than 10 days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen circumstances, regardless of the notice.

ARTICLE 16
SICK/PERSONAL LEAVE BENEFITS

1. Employees with one (1) year of continuous service (excluding initial training) shall be eligible for sick/personal leave benefits of seventy two (72) hours each calendar year accrued on a pro-rata basis for each month worked (including holidays off and vacation hours taken). Accrual shall begin on the first year's anniversary day. Eligible hours will be subject to the following:

A. Sick leave will be payable for absences due to illness commencing on the first (1st) day of illness and will not be paid for more than eight hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. All accrued hours of sick/personal leave shall be payable to an employee utilizing the benefit for sick time.

B. A physician's certificate of disability or illness will be required by the Company after three consecutive days of absence.

Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused hours leave at the end of each calendar year.

D. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance and the work schedule for maintaining service to the Agency permits. The first employee requesting a particular day shall be approved.

E. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days by written request. Sick personal time may be taken in hourly increments in cases of emergency or sudden illness.

ARTICLE 17
LEAVES OF ABSENCE

Personal - An unpaid leave of absence MAY be granted in the Employer's sole discretion for verifiable extenuating circumstances of the employee for a period not to exceed 30 days, upon written application and approval. Leaves of absence with the exception of paragraph 6, shall not be granted for employees to work elsewhere.

Medical - An employee with one year or more of continuous service, upon presentation of a

disability certificate from a doctor, may be granted a medical leave of absence (unpaid) not to exceed 12 workweeks. The Employer may require periodic renewals of disability certificates. Employees who are injured at work shall be subject to applicable Workers Compensation procedures. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work. An employee who calls off sick for more than two (2) consecutive work shifts will be required to supply a doctor's certificate. An employee who fails to call in due to unscheduled absences for three (3) consecutive scheduled workdays shall be considered as a voluntary termination.

1. The Employer may require the employee to obtain a second opinion or to furnish additional medical documentation to support a request for a non-work-related medical leave of absence.
2. If the provisions of the Federal or State Family Medical Leave Act (FMLA) apply to a particular absence, those provisions of law will control regarding that absence.
3. Requests and approvals for all unpaid leaves of absence must be in writing.
4. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within 5 days of receipt of such orders.
5. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position to which he or she was elected or appointed.
6. All leave of absence under this Article is without pay, benefits, or allowance.

ARTICLE 18 **HOLIDAYS**

1. Except as otherwise provided in paragraphs 3 and 4 of this Article all full-time employee will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

- | | |
|---------------------|---------------------------------|
| *New Year's Day | *Thanksgiving Day |
| *Independence Day | Martin Luther King Jr. Birthday |
| Veteran's Day | *Memorial Day |
| Employee's Birthday | Columbus Day |
| Presidents Day | *Christmas Day |
| *Labor Day | Good Friday |

2. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

3. The employee who works on any of the named holidays shall be paid, in addition to holiday pay his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the named holidays but fails to report for work for such holiday shall not receive holiday pay, and shall be subject to discipline. The employee must also

work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

4. The employee who works on new Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.

5. In the event the President of the United States or the U.S Congress should enact a new federal holiday, it will automatically become part of this Agreement and added to the list of holidays by amendment.

ARTICLE 19 **REDUCTION IN WORK**

In the event of a reduction in the work force, employees shall be laid-off in accordance with length of service (seniority): the least senior employee shall be laid-off first, provided however, that the remaining employees are available and capable of performing the required duties. Recall shall be in the inverse order of layoff.

ARTICLE 20 **GRIEVANCE PROCEDURE**

Grievances - A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the express items of this Agreement. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether by the Union or by the Employer, either by phone or in person.

Step1. Within 5 working days after occurrence of the grievance, an earnest effort shall be made to settle the dispute, by the employee and/or his Union Representative, and the Employer.

Step2. If the matter has not been satisfactorily resolved within 5 working days, the grievance shall be reduced to writing and presented to the Employer by the employee or the Union Representative. The written grievance shall include the subject matter (nature) of the grievance, the date of the grievance, a concise statement of the facts giving rise to the grievance, the Article or Articles of this Agreement allegedly violated, and the remedy requested. The employee and/or the Union Representative and the Employer shall meet as soon as mutually convenient to make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the resolution shall be reduced to writing and signed by the employee, the designated Union Representative and the Employer. If no settlement is reached, the Employer shall give a written answer to the grievance within 5 working days after the date of such meeting.

Step3. If the grievance is not satisfactorily resolved during Step 2, it may be submitted to arbitration by either party upon written notice to the other within 10 working days from the date of the Employer's final answer in Step 2 of the grievance procedure. Such written notice shall specify the matter in dispute, the Article or Articles of this Agreement alleged to have been violated and the remedy sought. The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.

Arbitration

A. The Arbitrator shall be selected from a panel of five (5) proposed arbitrators submitted by the Federal Board of Mediation, the American Arbitration Association, or an arbitrator mutually agreed to by both parties. The arbitration shall be conducted under the auspices of and in accordance with the rules of said Board or Association.

B. Each dispute shall constitute a separate arbitration proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated.

C. The Arbitrator shall have full authority to decide the issue or issues in dispute, to include remedy, except that he/she shall not have authority to amend, alter, modify or to add to, or subtract from, the provisions of Agreement. The Arbitrator's decision and award shall be made in writing and shall be final and binding upon the parties. The decision and award shall be issued within 30 days after the hearing is concluded, to include the filing of briefs if briefs are filed.

D. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

E. The fees and expenses of the arbitration shall be paid by the losing party.

F. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this section.

1. Nothing contained herein shall be constructed to circumvent the right of any employee to take a grievance up with the Employer and have same settled without the intervention of the Union, provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement. However, only the Union can take a case to arbitration on behalf of an employee.

2. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within 10 working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.

3. No grievance shall be filed or processed if it concerns a matter occurring more than 5 working days prior to the date of the filing of the grievance and no grievance settlement shall be retroactive to a date more than 5 working days prior to the filing of the grievance.

4. In the event the Employer is prevented by the Agency from reinstating an employee after an arbitration decision in favor of the employee, the Employer will place the employee in

another facility at the hourly wage rate prevailing at that facility, providing there is a position available at the time the Employer is notified of the client's decision. Union representation would not apply after leaving the Agency facility. In the event that the Agreement expires or is otherwise terminated, any grievances that have not yet been heard by arbitration are no longer arbitral.

ARTICLE 21
WAGE AND BENEFIT RE-NEGOTIATIONS

1. If either party wishes to renegotiate the wages or benefits set forth in the Appendices hereto, written notice of intent to renegotiate must be sent to the other party and negotiations must be completed no later than 90 days prior to the expiration of the contract year of the contract between the Employer and the Agency, in order that the renegotiated wages and benefits may be incorporated into the Employer's contract with Agency.

2. Such renegotiated wages and benefits which are incorporated as part of the Employer's contract with Agency shall become effective on the first day of the following contract year. The results of the negotiations for each contract year shall be set forth in the schedule, which is annexed hereto and made a part hereof as an Appendix. The term "contract year" refers to the anniversary date set forth in the contract between the Employer and Agency.

ARTICLE 22
WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union after exercise of the right to bargain collectively. Changes in this Agreement whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union, upon mutual agreement.

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter that could be the subject of bargaining. Except as specifically set forth elsewhere in this Agreement, during the term of this Agreement the Union expressly waives its rights to require the Employer to bargain collectively over any matters as to which the NLRB imposes an obligation to bargain, whether or not such matters were actually discussed between the Employer and the Union during the negotiations which resulted in this Agreement.

ARTICLE 23
WAGES

1. Employees covered by this Agreement shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" hereof.

2. In the event an employee reports for work for his or her shift without having been notified to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

ARTICLE 24
HEALTH AND WELFARE

- A. To be eligible for Health & Welfare the employee must be a regular full-time employee.
- B. The Company shall provide a Health Insurance Plan after ninety (90) days of employment with \$10.00 co-pay, for each full-time employee and his or her legal dependents.
- C. The Company shall provide a standard Dental Plan after ninety (90) days of employment to each full-time employee and his or her legal dependents.
- D. There will be no cash outs, with the exception of those employees who currently receive the cash out benefit.
- E. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend.

ARTICLE 25
BEREAVEMENT LEAVE

1. If it is necessary for an employee to lose time from work due to death of immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If the death in the immediate family occurs among a member of the family who resides out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

2. Immediate family is defined as; the employee's father, mother, spouse, sister,

brother, children (including legally adopted children and / or stepchildren) father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

3. The Company may require proof of the death for which the employee requests paid leave.

ARTICLE 26 **JURY SERVICE**

Employees under this Agreement with one or more years of continuous service will be reimbursed up to ten (10) days in any one calendar year for any loss of income during their otherwise scheduled work week due to time spent on jury service.

Any jury fees received by the employee shall offset said reimbursement. Employees must inform management immediately upon receiving a notice for jury service. All documentation regarding such service must be provided immediately following jury service prior to reimbursement by the Company. The Company reserves the right to request an exemption when the Company decides that the employee's absence would create a hardship.

ARTICLE 27 **SAVINGS CLAUSE**

Should any part of this Agreement, or any portion therein, be rendered or declared illegal, invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet, and if possible, to negotiate substitute provisions for such parts of portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration. The remaining parts and provisions of the Agreement shall remain in full force and effect.

ARTICLE 28 **CONTRACT CLOSURE/RE-ASSIGNMENT – FINAL PAY**

In the event of contract closure or re-assignment of the contract, the Employer will pay ending payroll and accrued benefits no later than the five (5) days following said closure or reassignment.

ARTICLE 29

GOVERNMENT DIRECTIVES

1. The Union Acknowledges that the Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Employer within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding the assignments, hours, shifts, credentials, qualifications, and any other operational issues, as the Government deems to be in the interest of the Government's overall security objectives, and there shall be no recourse against the Employer regarding such actions or their compliance with such directives. The Employer will meet and confer regarding the effects of the Government action and discuss any adverse impact exclusive of economic issues. The Employer will discuss any such changes or directives with the Union prior to their implementation, to the extent the Employer is able to do so.
2. Notwithstanding any provisions of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniform/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer and the Union will comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.
3. The Company will consult with the Government and attempt to insure that such modifications, changes or actions do not unnecessarily infringe upon the Collective Bargaining Agreement, are not discriminatory in anyway, and do not violate any applicable law, including but not limited to the Code of Federal Regulations, the Service Contract Act, Department of Labor – Wage Determination or the National Labor Relations Act.
4. Any monetary or other benefit provided by the Employer to employees pursuant to a Government directive, but subsequently no longer mandated by the Government and allowed as a chargeable expense by the Employer to the Government may be terminated by the Employer at its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

EMERGENCY MODIFICATIONS: In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is

later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate steps 1 through 4 above as soon as is reasonably possible but in no event more than 90 days following implementation. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article 20 of this contract.

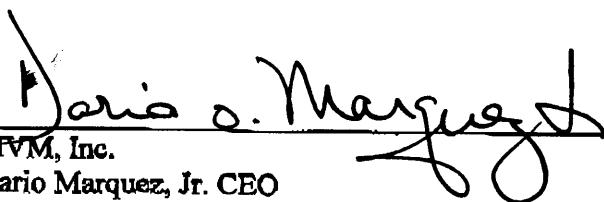
Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this article.

ARTICLE 30
TERMS OF AGREEMENT

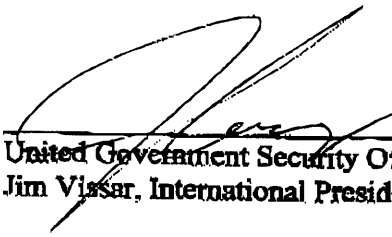
This agreement shall remain in effect from July 22, 2004 through July 31, 2007, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this agreement on behalf of themselves and their principle and affix their hand and seal.


Executed this 22 day of July 2004



MVM, Inc.
Dario Marquez, Jr. CEO

For 

United Government Security Officers of America (UGSOA)
Jim Vissar, International President



SPPC Local 824, UGSOA
Bruce Lyday, Local President

APPENDIX A

**ECONOMIC PROVISIONS FOR
UGSOA LOCAL 824, INS SAN PEDRO**

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

Effective Fiscal Year Beginning September 25, 2004

WAGES SCHEDULE

The Company has agreed to implement the following new wages. The previous wages articulated in Appendix C of the previous contract (March 26, 2002 to March 25, 2003) shall continue during the period of Government review of the CBA and funding. The new wage rate below shall be implemented effective September 25, 2004 and each subsequent year as agreed herein.

A. Base Wages:

<u>Classification</u>	<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
Lead Detention Officer	\$23.96	\$ 24.89	\$25.38	\$25.92

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

D. Pension Allowance for each regular hour worked:

<u>Current</u>	<u>9/25//04</u>	<u>9/25/05</u>	<u>9/25/06</u>
\$1.32	\$1.39	\$1.42	\$1.42

The Pension Allowance will be put into a Company or Union 401K Plan.

E. Holidays

<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
12 Days	12 Days	12 Days	12 Days

E. Sick/Personal Leave Benefit

<u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
9 Days	9 Days	9 Days	9 Days

G. Health & Welfare per regular hour worked:

1. <u>Current</u>	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
\$2.89.	\$2.92	\$2.92	\$3.09

REGISTER OF WAGE DETERMINATION 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 Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-3092
Revision No.: 1
Date Of Last Revision: 10/15/2005

State: California

Area: Los Angeles

Employed on Immigration and Customs Enforcement contract for Unarmed Detention Services at the Department of Homeland Security San Pedro Service Processing Center, San Pedro, CA.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: United Government Security Officers of America, UGSOA Local 824, effective 7/22/2004 through 7/31/2007 and amended on 8/18/2005.

In accordance with Section 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 The
ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION
ENFORCEMENT
(ACE/SPADE)
And
MVM, INC.

August 2, 2004
Through
September 24, 2007

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

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COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

This Agreement entered into this 2nd day of August 2004, by and between MVM, INC. (the "Company") and the members of the ASSOCIATION OF CONTRACT EMPLOYEES – SECURITY, POLICE AND DETENTION ENFORCEMENT (ACE/SPADE), (the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. The Bargaining Unit is defined as all full-time and part-time Detention Officers and Dispatchers employed by the Company at the Terminal Island, San Pedro, California, Immigration and Customs Enforcement (ICE) Detention Center, excluding all other employees including, office clerical employees and professional employees and supervisors, as defined in the National Labor Relations Act.
- C. This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE #2

BARGAINING OBLIGATIONS

Obligation to Bargain. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

ARTICLE # 3

MANAGEMENT'S RETAINED RIGHTS

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; 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 work shall be performed by employees and how it shall be performed; to select, hire, promote permanently, or temporarily transfer regardless of the location; demote, lay off, assign, train; suspend, terminate and discipline employees; to select and determine supervisory employees; to bid or not bid, or to re-bid or not re-bid, the Contract with the

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

Government; to determine and change starting times, quitting times, schedules and shifts; to reasonably determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, 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 the requirements of the Government and the Employer, as determined by the Employer or the requirements of the Government, **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 expressed and specific terms and conditions of this Agreement** and the dictates of the Government. Moreover, the Employer expressly reserves the right to set all policies not otherwise set forth in this Agreement, and all prior practices between any of the employees and any other Employer are of no force and effect regarding, and are not binding upon the Employer.

ARTICLE # 4

CLASSIFICATIONS

- A. Full-time employees are those employees who work forty (40) hours per week. For purposes of this Article only, hours of “work” shall include all paid time off, such as, military leave, bereavement leave, jury duty, holiday time, sick/personal time, and vacation time used by the employee.
- B. Part-time employees are those employees who are normally scheduled for less than forty (40) hours per week.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, and equipment or distribute any material that does not pertain to normal assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves. Detention Officers shall direct detainees in the performance of janitorial and maintenance duties.
- E. Full time employees will not lose their right to MVM benefits if they occasionally work less than 40 hours a week on authorized absence regardless if paid or unpaid.

ARTICLE # 5

SEVERABILITY

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for the affected clause

ARTICLE # 6

EQUAL OPPORTUNITY

(NON-DISCRIMINATION)

- A. In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. This provision shall protect employees in all phases of their employment, including hiring, upgrading, promotion, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual and regulatory agencies setting forth the provisions of the equal opportunity requirements.
- C. The provisions of this article will not operate to invalidate any other term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of the employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE # 7

TRIAL PERIOD-NOTIFICATION

- A. Newly hired full-time employees will conform to the new government standards regarding probationary employees, including employees hired by the incumbent contractor shall be regarded as probationary employees for the first one hundred and eighty (180) calendar days. Newly hired part-time employees shall be regarded as probationary employees for the first two hundred and ten (210) calendar days. During this probationary period, probationary employees shall not accrue seniority under this Agreement. The employees will be eligible for MVM, Inc. health insurance plan after ninety (90) days of employment. The Employer shall have the right to discipline, layoff, transfer, suspend, or terminate probationary employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer. Upon successful completion of the probation 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 not to include medical leave or other forms of excused absence, inclusive of military leave.
- B. The Company shall notify the Union of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE # 8

SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a Contract Detention Officer. 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, filing position, transfers, vacation schedules, extra work, and overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.
- B. Seniority for all purposes shall mean the length of time the employee has been employed as a Detention Officer or Dispatcher by the Company and predecessor companies, at the BICE Detention Center located on Terminal Island, San Pedro, California. Full-time employees and part-time employees shall be placed on separate seniority lists. Should such a circumstance arise where by two or more employees have the same seniority date, the seniority will then be determined by drawing lots. The company agrees that as of the signing of this Agreement it will not under any circumstances, change or alter the seniority provisions of this collective bargaining agreement or this article or to advance any employee to a seniority position other than that to which he would be entitled to by virtue of his hiring, selection by lottery or rehire after termination or resignation in accordance with this collective bargaining agreement.
- Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees effective the date they became a full-time employee.
- C. Full-time employees, who are thereafter placed on part-time work with the Company, will retain their full-time seniority. However, they shall not accumulate additional full-time seniority while working as part-time employees, while on unpaid leave of absence, and while suspended without pay. If they later return to full-time employment, their position on the full-time seniority list will be based only on their service as full-time employees.
- D. In the event of a lay-off or recall from lay-off, the order in which employees are recalled shall be determined by seniority, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recalled last. It is understood that probationary employees will be laid off before employees with seniority.
- E. It is the responsibility of the laid off employee to keep the Company advised by Certified Mail – Return Receipt Requested - of any changes in his or her mailing address. The Company shall notify any recalled employee of the recall by Certified Mail – Return Receipt Requested. Unless a response is physically impossible, the employee shall respond to the Company within seventy-two (72) hours after receipt of the certified notice, stating his or her intention to return to work. Unless scheduled by the Company for a later return, the employee will then have a maximum of five (5) calendar days to report for duty.
- F. An employee who is unable to report to work because of a non-occupational injury or illness shall retain his or her seniority for one (1) year. Employees who are unable to report to work because of an occupational

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injury or illness shall retain their seniority for the term of their disability. All employees unable to work because of injury shall be subject to lay-off according to their seniority.

- G. Any employee's seniority shall be lost upon the occurrence of any of the following events:
1. Employee is discharged for just cause;
 2. Employee voluntarily quits;
 3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements of this article;
 4. Employee fails to report of work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
 5. An employee transfers out of, or works outside of the Collective Bargaining Unit.
- H. The Company shall maintain an up-to-date seniority list, which shall be posted on the furnished bulletin board. The Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any addition or deletion thereto.
- I. Preference of assignments to shifts and to days off shall be determined by seniority. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and shall be maintained by the Company. To the extent such requested assignments, shifts, and days off are available, the Company shall assign them to the most senior person submitting a written request. When the Company does determine that an opening for a particular assignment or shift exists, the Company will fill the opening in the following manner. First, the Company shall award the opening to the most senior employee in that classification who has made a request for the assignment or shift. Second, if there are no such written requests, the Company shall post on the Company premises a notice of the opening for all full and part-time employees in the subject classification, giving those employees five (5) calendar days to request the open assignment or shift in writing. After such a posting and response period, the Company shall award the opening to the senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the senior part-time employee who requested the opening. Third, if no full-time or part-time employee requests being awarded the opening in writing within the five (5) calendar days, the Company may then fill the opening by hiring from outside the Bargaining Unit.

ARTICLE # 9

DISCHARGES

- A. The Company shall have the right to discharge, discipline or suspend an employee for just cause. However, prior to discharging an employee, the Company will meet with a representative of the Union. In that meeting the Company shall discuss the disciplinary action to be taken by the Company, shall provide to the Union representative all existing evidence against the potential discharged employee, and shall give the Union an opportunity to agree with the termination or protest it and institute grievance procedures.

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- B. Notwithstanding the provisions of Article 9. A., any employee not granted a security clearance that is required by the controlling government agency at Terminal Island Detention Facility shall be discharged without recourse to grievance or arbitration procedures.
- C. If the Union believes an employee has been unjustly removed from the contract, the Union can present the Company with the necessary evidence to request further discussion and or investigation regarding the circumstances surrounding the incident.

ARTICLE # 10

GRIEVANCE AND ARBITRATION PROCEDURES

- A. Definition - A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.
- B. Informal Procedure - **The parties shall record and attempt to resolve all disputes arising in connection with this Agreement on an informal basis.** If the parties are unable to resolve such disputes within ten (10) days in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with a Union representative during working hours to discuss or negotiate any such Grievance, the Union representative will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid.
- C. Suspension, Layoff and Discharges
 - 1. Step 1: Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Site Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
 - (a). The Site Manager and a representative of the Local Union shall discuss within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling that grievance. The Company shall give to the Union its answer to the grievance and its reasons therefore within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then;
 - 2. Step 2: The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall discuss within ten (10) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within ten (10) working days from the meeting, the Local Union may refer the grievance to the National Union for review. The National Union President and/or his or her designee and the Manager of Employee and Labor Relations will have ten (10) days to settle the grievance or request arbitration.

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3. Step 3: Either party may make a written request for arbitration. The written request must be served on the Director of Human Resources and the Site Manager, or the Union President and/or his or her designee. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the right to arbitration shall be null and void for all purposes.

D. All Other Grievances

1. All grievances covered by this section must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) working days of the occurrence or discovery of the incident, or when the Union becomes knowledgeable of the incident or the grievance shall be null and void for all purposes.
2. The Site Manager and a representative of the Union shall discuss within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then;
3. The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall discuss within ten (10) working days after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Union may refer the grievance to the National Union for review. The Union President and/or his or her designee and the Director of Human Resources and/or his or her designee will have ten (10) days to settle the grievance or request arbitration.
4. Either party may make a written request for arbitration. If such request is not served on the other party within (10) working days of the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the request for arbitration shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Company and the Union's representative shall discuss within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.
2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.
3. The representatives of the Company and the Union shall meet in person or by telephone within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party that filed the grievance shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.

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4. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice, which is inconsistent with the provisions of this Agreement. Decisions of the arbitrator are subject to the limitations set forth in this Agreement. Any award of back compensation shall not predate the date of the grievance by more than twenty (20) 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 employee'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. Should an employee be removed as a result of a Government Directive, any award or reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force in effect, and shall not be binding on the Employer.
5. The losing party shall pay the reasonable fees and expenses of the arbitrator.
6. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.
7. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.

ARTICLE # 11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning with a notice of deficiency, an official reprimand, probation, suspension or termination. The Company may skip one or more of these steps, depending on the conduct causing the disciplinary action.
- B. Anytime an employee is to be interviewed regarding possible disciplinary action; the employee may request to have a Union Steward or an employee of his or her choice from the same shift present for the interview. Both the employee and the representative of choice are entitled to know the Company's allegations against the employee, and are entitled to consult privately prior to the interview.
- C. When the Company requests a meeting in reference to a disciplinary action, those persons required being present in excess of their eight (8) hour shift will be paid for the reasonable time spent.
- D. It is agreed and understood that when the Union reports to the Company an employee conduct that is grounds for termination with cause, the Company agrees to investigate the matter immediately and discuss its findings with the Union leadership.

ARTICLE # 12

OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular base rate exclusive of other fringes for all hours worked over forty (40) hours in one (1) work-week, and two (2) times the employee's regular rate for all hours over twelve (12) hours in one (1) workday. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting Union business.

B. Overtime Assignment

1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be first compiled by seniority for each shift. Each time a senior volunteer on particular shift works overtime, his or her name will go to the bottom of the list.
2. When a Bargaining Unit Employee is next on a shift overtime list, and cannot work because of personal reasons, he or she will be passed over and the next Bargaining Unit Employee on the list will work overtime. In such a case, the Bargaining Unit Employee passed over for the overtime assignment will remain first on the shift list for overtime.
3. **Mandatory Overtime:** When overtime is required by the Company, but an insufficient number of employees have offered to work overtime by placing their name on the shift list described above, or are not available because of personal reasons, Bargaining Unit Employees with the least seniority will be the first required to meet the overtime requirement. This includes involuntary call-offs, which results in overtime.
4. Employees shall be required to work overtime in inverse order of seniority on a rotating basis. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
5. In critical and/or emergency circumstances, as determined by MVM, employees may be assigned to provide the necessary post coverage without regard to seniority.
6. **Voluntary Overtime:** MVM will post overtime lists in accordance with full-time and part-time status. Any employee may sign up on the appropriate list based on their status (full-time/part-time) to be called for overtime opportunities. Employees may participate or remove themselves from any voluntary overtime list at any time.
7. Voluntary Overtime will be distributed beginning with the most senior employee on the list of employees volunteering to work additional hours. If the employee agrees to work overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the list. When the next overtime opportunity arises, the person at the top of the list shall be called, and shall thereafter continue to revolve. If MVM is unable to reach the employee when his or her opportunity becomes

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available, he or she shall not lose his or her place on the list and shall remain there until they work or refuse to work overtime.

8. If the employee declines the overtime being offered he/she will go to the bottom of the list until the list is exhausted and his/her name appears on the top of the list following the completion of the rotation based on seniority.
 9. If the Company is unable to obtain any employees to work overtime, the Company will assign the overtime in the inverse order of seniority. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
 10. The Company reserves the right to give employees time off in lieu of overtime to maintain operational cost. Prior to implementation of this action the employees and the Union will be informed at least one week prior.
- C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties of the other, and the trade is made in writing and will not cause the Company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades shall be approved in advance by Operations. The company reserves the right to deny any request for work day trade if made in a time frame of less than seven (7) days. NOTE: Federal law states that any employee who works over 40 hours in any given workweek shall receive overtime; therefore the trade must take place in the same workweek for pay.

ARTICLE # 13

WAGES

- A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.
- B. In the event an employee reports to work for his or her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.
- C. All work schedules shall be posted by Wednesday prior to the ensuing workweek. All employees shall be advised in writing and/or by phone of any changes in his/her scheduled work day at least 4 hours in advance of any change in the schedule except when emergency conditions exist.
- D. All wages of \$100 or more that are due and payable to an employee, which for whatever reason was not so paid as provided by law and the Collective Bargaining Agreement, will be paid no later than one week, seven (7) calendar days following the preceding payday, after the Company has been notified of the error in writing. Wages less than \$100 dollars will be included in the next paycheck.

ARTICLE # 14

LEAVES OF ABSENCE

- A. Leave of absence may be granted in the Company's sole discretion for **legitimate personal reasons acceptable to the company**, for a period not to exceed thirty (30) days upon written application. Leaves of absence, with the exception of paragraph E, shall not be granted for employees to work elsewhere.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed twelve (12) weeks, except in a case of a work-related accident, for which the employee shall be granted a leave of absence, as required by the employee's physician. A doctor's certificate will be required stating the employee is physically able to perform the available work before the employee returns to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Employees shall not be required to use all available annual/personal leave prior to requesting any leave without pay, including but not limited to leave under the Federal Family and Medical Leave Act and any applicable state statute.
- E. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Company with a copy of his or her orders within five (5) days of receipt of such orders. Employees returning to work after performance of duty in the Armed Forces shall not lose his/her seniority in accordance with the guidelines of USERRA.
- F. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence not to exceed the term of this Agreement or one (1) year increments and/or his/her term in office. His/her seniority shall continue to accrue until he/she returns to his/her regular job, providing such position exists at that time. During said leave of absence the employee(s) shall not be eligible for any monetary and/or non-monetary benefits as provided for by the Company.
- G. All leaves of absence under this article are without pay, benefits, or allowance, except, to the extent federal law provides leaves of absence for performance of duty with the U.S. Armed Forces or with a component thereof.

ARTICLE # 15

BULLETIN BOARD

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:
 - 1. Notices of Union recreational and social affairs;

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2. Notice of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

ARTICLE # 16

STEWARDS

- A. The Company agrees to recognize one (1) Chief Steward and two (2) Stewards for each shift at the location, as duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance that arises during the steward's working hours.
- B. A steward who leaves his or her workstation to conduct Union business not described in paragraph A of this Article shall first obtain permission from his or her Company supervisor, shall clock out at the time that he or she leaves the workstation and shall clock in at the time that he or she returns to the workstation after completing such Union business. The Company shall not compensate stewards for such time spent on Union business. The Union shall give the Company not less than forty-eight (48) hours prior notice before appointing or removing a Steward.
- C. Notwithstanding the provisions of paragraphs A and B of this Article, the Company recognizes the need for union orientation, representation and training. Therefore, the Local Union President, Vice President, Secretary-Treasurer and Chief Steward will each be provided up to forty (40) hours Leave of Absence per contract year to attend Union sponsored training programs.

ARTICLE # 17

PHYSICAL EXAMINATIONS

- A. The Company will require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including physical agility and endurance tests, to determine fitness for duty. MVM, Inc. shall pay for the initial physical examination (pre-employment) but will not pay for any follow-up physical examinations or tests unless otherwise covered by any MVM, Inc. sponsored health insurance plan. Such examinations will be conducted annually and may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may only be administered (1) before the commencement of work following a layoff, or (2) before the commencement of work following a leave of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment based on such suspected use.

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- B. Any employee who has been previously exempted from the MVM, Inc. sponsored health care coverage must present proof of coverage on an annual basis to the corporate benefits office, commencing with the signing of this agreement or upon eligibility of MVM, Inc. benefits.
- C. Any employee not covered under MVM, Inc. sponsored health care plan shall not be eligible to submit claims for follow-up physical examination or test to MVM, Inc.
- D. The Company may also require employees to undergo such laboratory tests at random and within forty-eight (48) hours of notification by the Company. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of any such examinations. The employee will be compensated for time spent at the examination site at his or her regular rate of pay.
- E. Any employee failing to comply with such required and random laboratory tests shall be notified, in writing by the Company, that he or she is immediately being removed from the assignment schedule and shall have a period of seventy-two (72) hours to comply with the request to undergo such laboratory tests. The employee shall remain off of the assignment schedule until the requested tests have been completed. If the employee fails to complete the required tests after the seventy-two (72) hour period, he or she shall be subject to termination.

ARTICLE # 18

UNION SECURITY AND MEMBERSHIP

- A. Any employee who is qualified as a member of the Bargaining Unit but who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, shall remain a member of the Union, and shall pay an initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union in an amount required by the Union's Constitution and by-laws. Alternatively, the employee may pay the Union a monthly agency fee for the negotiations 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 and/or fee to Union members in the unit).
- B. Any employee refusing or failing to pay Union dues and initiation fees or the agency fee as provided herein shall, upon written notification and demand by the Union, be immediately removed from the assignment work schedule by the Company. The employee shall be notified in writing of this action by the Union.
- C. The employee shall then have seven (7) days to comply with the requirements of this Article. If compliance is not forthcoming after this seven (7) day period, the employee shall be immediately terminated.
- D. The Company will deduct from wages of any employee covered by this Agreement that employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the Union the wages withheld for such dues and initiation and

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agency fees. The remittances shall be accompanied by a list showing individual names and amounts deducted. The total remittances shall be made not later than five (5) days after the end of each month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

- E. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #19

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Paragraph A of this Article.

ARTICLE # 20

GOVERNMENT DIRECTIVES

The Union acknowledges that the Employer has entered into a contract with the Government to provide services under specific terms and conditions and that the Employer has entered into a contract with the Union in order to provide for the health, welfare and working conditions for those employed by the Company to provide the services for which the Government has contracted. It is also acknowledged that the Government has the discretion to direct the activities of the Employer within the scope of its contract with the Employer.

The Employer and the Union herein agree that when the Government directs the Employer to make modifications, changes or take certain actions as directed by the contracting officer and such changes are in regard to security credentials and clearances, weapons proficiency, uniforms / appearance issues or facility staffing or that is in the interest of the Government's overall security objective and such modifications, changes or actions do not violate any rights granted to the Union or employee by law, the Company will comply with such modifications, changes or actions as follows:

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1. The Company will consult with the Government and attempt to insure that such modifications, changes or actions do not unnecessarily infringe upon the Collective Bargaining Agreement, are not discriminatory in any way, and do not violate any applicable law, including but not limited to the Code of Federal Regulations, the Service Contract Act, Department of Labor – Wage Determination or the National Labor Relations Act.
2. When such modifications, changes or actions affect the Collective Bargaining Agreement, the Company will be required to ask if an official notice of modification, change order or other such notice from the Government is available, clearly and specifically indicating what in the contract or what practice is to be changed or modified and signed by the contracting officer.
3. The Company agrees that when it receives the notice described in paragraph 2 above, it will present the properly signed notice of modification, change or action to be taken to the Local Union President and other appropriate Union representatives and advise them regarding such modification, changes or action to be taken, and their effect upon the employees and the Collective Bargaining Agreement.
4. The Union and the Employer shall meet to determine if there is any conflict with the Collective Bargaining Agreement and if said conflict is justified and permissible under the contract between the Employer and the Government, or any applicable laws including but not limited to the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. In the event that the conflict is justified, both parties shall begin a cooperative effort to implement the modification, change or action to be taken. The Union and Employer shall have 30 days to resolve any conflicts with the Collective Bargaining Agreement. In the event attempts to resolve the issue are unsuccessful, the Union or the Employer may submit the item to arbitration in accordance with Article 10 of this contract. The arbitrator shall determine whether the modification, change or action is a lawful or unlawful deprivation of benefits or rights guaranteed by the Collective Bargaining Agreement, the contract between the Employer and the Government or any applicable laws in the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. However, the Company will not be held liable for any losses suffered by the employees as a result of the Government directive.
5. Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this article.

EMERGENCY MODIFICATIONS: In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate steps 1 through 5 above as soon as is reasonably possible but in no event more than 90 days following

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implementation, unless a national emergency or Homeland Security crisis prevents such implementation. However, steps 1 through 5 will be initiated as soon as the situation safely permits. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article 10 of this contract.

ARTICLE # 21

HOLIDAYS

A. Except as otherwise provided in paragraphs C and D of this Article all full-time employees will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day	*Thanksgiving Day
*Independence Day	Martin Luther King Jr. Birthday
Veterans Day	*Memorial Day
Birthday	Columbus Day
President's Day	*Christmas Day
*Labor Day	Good Friday

B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

C. The full-time employee who works on any of the above named holidays shall be paid, in addition to holiday pay, at his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subjected to discipline. The employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

D. The full-time employee who works on (New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day) shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.

E. In the event the President of the United States or the U.S. Congress should enact a permanent new federal holiday, it will automatically become part of this Agreement and added to the list of holidays above.

ARTICLE # 22

VACATIONS

A. For the purpose of computing years of service, continuous service with MVM, Inc. and predecessor contractors will be used.

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

- B. Full-time employees covered by this Agreement who have continuously been employed by MVM, Inc. for a period of one (1) year shall as of their anniversary date have earned two (2) weeks paid vacation per year to use in the following year, beginning on the first day of that second year of employment with MVM, Inc.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- E. Part time employees shall earn vacation leave on a prorated basis, and in accordance with Article 4.
- F. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority. Vacation leave approval is subject to the determination of the Company in order to ensure the orderly operations of the customer's facilities.
- H. Employees are not eligible to utilize vacation until they have reached their first year anniversary date with MVM, Inc., at that time (having met their anniversary date) the employee is eligible to utilize earned leave in the ensuing year(s). Unused vacation leave shall be cashed out at the following anniversary date.
- I. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least 30 days advanced notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the customer's facilities. Vacation requests without 30 days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no later than 10 days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen circumstances, regardless of the notice.

ARTICLE # 23

SICK/PERSONAL LEAVE BENEFITS

- A. Regular employees with one (1) year of continuous service (excluding initial training) shall be eligible for paid sick/personal leave benefits of nine (9) days each calendar year, (6 hours per month) accrued on a pro-rata basis for each full month worked, subject to the following:
 - 1. Sick leave will be payable for absence due to illness commencing on the first (1st) day of illness and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

of computing overtime. All accrued hours of sick/personal time regardless of the amount shall be payable to an employee utilizing the benefit for sick time.

2. A physician's certificate of disability or illness will be required by the Company after three (3) consecutive days of absence.
3. Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused sick/personal leave at the end of each calendar year.
4. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance. The first three employees requesting a particular day and a particular shift shall be approved. Written notice of the approval or denial of a requested sick/personal day shall be provided all employees requesting a sick/personal day at least two days prior to the requested time off.
5. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days in advance. Sick/Personal time may be taken in hourly increments in cases of emergency or illness.
6. Upon termination of employment, the employee will be paid at their individual base hourly rate for any unused, earned personal/sick leave, based upon the number of actual hours the employee worked during the contract year. If the employee has used more personal/sick days and/or hours upon termination than he/she earned based upon time worked on the contract (6 hours per each full month worked); the amount of the overage will be deducted from the employee's final pay check.

ARTICLE # 24

HEALTH AND WELFARE

- A. To be eligible for Health & Welfare the employee must be a regular full-time employee.
- B. The Company shall provide a Health Insurance Plan after ninety (90) days of employment with \$10.00 co-pay, for each full-time employee and his or her legal dependents.
- C. The Company shall provide a standard Dental Plan after ninety (90) days of employment to each full-time employee and his or her legal dependents.
- D. There will be no cash outs, with the exception of those employees who currently receive the cash out benefit.

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

ARTICLE # 25

BEREAVEMENT LEAVE

- A. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and / or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE # 26

JURY SERVICE

Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to ten (10) working days in any calendar year for any loss of income during their otherwise regularly scheduled work week for time spent on jury service.

Any jury fees received by the employee shall offset said reimbursement. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption when the Employer determines that the employee's absence would create hardship.

ARTICLE # 27

RE-NEGOTIATION

It is mutually agreed upon that three (3) months prior to the expiration date of this contract, wages and benefits shall be re-negotiated.

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

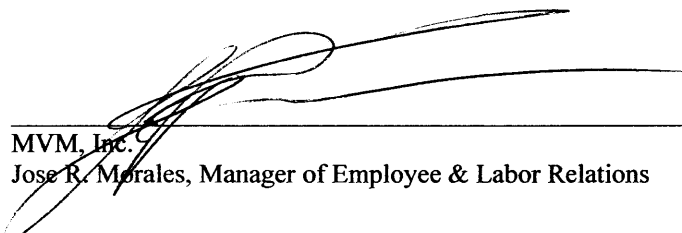
ARTICLE # 28

TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from August 2, 2004 through September 24, 2007, subject to the following, and shall continue for its indicated term, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed this 2nd day of August 2004



MVM, Inc.
Jose R. Morales, Manager of Employee & Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

COLLECTIVE BARGAINING AGREEMENT
Association of Contract Employees – Security, Police and Detention Enforcement and MVM, Inc.
August 2, 2004 through September 24, 2007

APPENDIX "A"

WAGES SCHEDULE

Listed below are the Wages and Benefits effective September 25, 2004 for the employees at the Terminal Island Detention Center:

A. Base Wages:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
Detention Officer	\$ 23.19	\$ 23.68	\$24.18

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

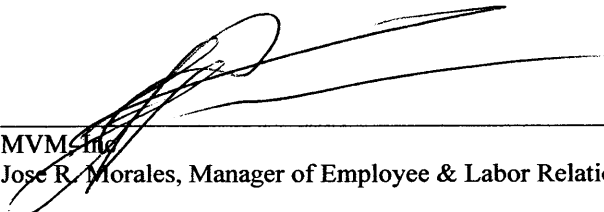
D. Pension Allowance:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 1.39	\$ 1.42	\$ 1.42

1. The Pension Allowance is paid for each regular hour worked and will be put into a Company or Union 401K Plan.


E. Health & Welfare:	<u>9/25/04</u>	<u>9/25/05</u>	<u>9/25/06</u>
	\$ 2.89	\$ 2.92	\$ 2.92

1. Health & Welfare is per regular hour worked:

Executed this 2nd day of August 2004



MVM, Inc.
Jose R. Morales, Manager of Employee & Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

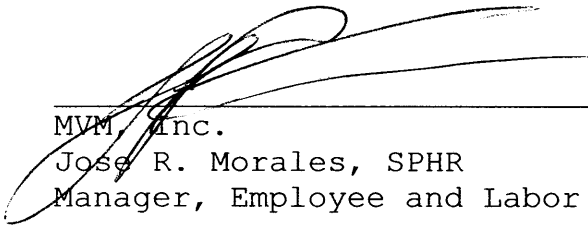


MEMORANDUM


MEMORANDUM OF UNDERSTANDING

REFERENCE ARTICLE 3 - Management Retained Rights
COLLECTIVE BARGAINING AGREEMENT BETWEEN Association of
Contract Employees - Security, Police and Detention
Enforcement and MVM, Inc. August 2, 2004 through September
24, 2007

It is understood by the Company and the Union that the omission of the words "to subcontract any part of its operations" from the Collective Bargaining Agreement language is not intended to relinquish management's right should the need arise to do so. However, the Company agrees to discuss any plans to subcontract Detention Officer work for any period greater than 90 days unless required to do so as a result of a national emergency or as a requirement for Homeland Security.



MVM, Inc.
Jose R. Morales, SPHR
Manager, Employee and Labor Relations



ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
Randy K. Brown, President

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 09/24/2006	4. REQUISITION/PURCHASE REQ. NO. FOW060013	5. PROJECT NO. (If applicable)
---	---------------------------------	---	--------------------------------

6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	CODE ICBLAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006
		10B. DATED (SEE ITEM 11) 11/29/2004

CODE 0380495320000	FACILITY CODE
--------------------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 b2Low

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082
 DUNS Number: 038049532
 Program POC Stewart Cortes
 Finance POC Laura Quezada

This modification is issued to change Block 4 on Modification P00012 to read as follows:
 From: PRO-6-L047DRO
 To: FOW060013

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 8/2/06

2. AMENDMENT/MODIFICATION NO. P00014

3. EFFECTIVE DATE 09/24/2006

4. REQUISITION/PURCHASE REQ. NO. PRO-7-L013

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICELAG

7. ADMINISTERED BY (If other than Item 6) CODE PRO-LAGUNA

Immigration and Customs Enforcement
Office of Acquisition Management
Attn: Rosemarie Mendoza
24000 Avila Road, Suite 3104
Laguna Niguel CA 92677

Immigration & Customs Enforcement
Office of Acquisition Management
Attn: Rosemarie Mendoza
24000 Avila Road, Suite 3104
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

M V M INC
1593 SPRING HILL ROAD SUITE 700
VIENNA VA 221822249

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X
ACL2C006

10B. DATED (SEE ITEM 11)
11/29/2004

CODE 0380495320000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.222-41 and FAR 52.222-43

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082
DUNS Number: 038049532
Program POC Stewart Cortes
Finance POC Laura Quezada

Pursuant to FAR 52.222-41 Service Contract Act of 1965, As Amended (May 1989) and FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Years and Option Contracts) (May 1989), the purpose for this modification is to incorporate an equitable adjustment for the revised wage determination stated in Modification P00012. The adjustment period is retroactive to September 24, 2006.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
DAVID L. WUBSTRATE SVP

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Sheryl Wright

15B. CONTRACTOR/OFFEROR
David L. Wubstrate
(Signature of person authorized to sign)

15C. DATE SIGNED
11/13/06

16B. UNITED STATES OF AMERICA
Sheryl Wright
(Signature of Contracting Officer)

16C. DATE SIGNED
11/13/06

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00014

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's request for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this Department of Labor Wage Determination.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$218,691.20 New Total Amount for this Version: \$13,374,175.36</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4 resulting to a total net increase of \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4 resulting to a total net increase of \$ b4</p> <p>FOB: Destination</p> <p>As result of the above changes, the total contract amount including the Base plus all option years is changed from \$63,212,269.12 to \$63,430,960.32, resulting to a net increase of \$218,691.20.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00015	12/19/2006	PRO-7-L032	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Immigration and Customs Enforcement Office of Acquisition Management Attn: Rosemarie Mendoza 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	ICELAG	Immigration & Customs Enforcement Office of Acquisition Management Attn: Rosemarie Mendoza 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677	PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		ACL2C0006	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	11/29/2004	
0380495320000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082
DUNS Number: 038049532

COTR/Program POC: Jerry Petrey Jr.
Finance POC: Laura Quezada

This administrative modification is issued to add Jerry Petrey Jr. as COTR and remove Stewart Cortes as the COTR for this contract. There are no other changes at this time

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sheryl Wright	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			12/19/06
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00016		3. EFFECTIVE DATE 02/05/2007		4. REQUESTION/PURCHASE REQ. NO. PRO-7-L059	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) Immigration and Customs Enforcement Office of Acquisition Management Attn: Rosemarie Mendoza 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677		CODE PRO-LAGUNA	
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Rosemarie Mendoza 24000 Avila Road, Suite 3104 Laguna Niguel CA 92677		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9A. AMENDMENT OF SOLICITATION NO. (X)	
CODE 0380495320000		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	
				10B. DATED (SEE ITEM 11) 11/29/2004	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutually agreed between parties, reference MVM's proposal dated 1/26/07

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082

DUNS Number: 038049532

COTR/Program POC: Jerry Petrey Jr.

Finance POC: Laura Quezada

This supplemental modification is issued to incorporate the following:

a) Add (7) FTEs equivalent to (4) posts - CLIN 4001 Custody Officers on the existing contract's staffing plan for the period of February 5, 2007 through September 23, 2007. The officer/FTE assigned to the temporary courts has a period of performance of February 5, Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Laura Quezada</i> Laura Quezada		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright	
15B. CONTRACTOR/OFFEROR <i>Laura Quezada</i>	15C. DATE SIGNED 2-2-07	15D. UNITED STATES OF AMERICA <i>Sheryl Wright</i> (Signature of Contracting Officer)	15E. DATE SIGNED 2/2/07

NSN 7840-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00016

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2007 through June 30, 2007. b) Increase the estimated number of hours for CLIN 4001 from [b4] to [b4] at [b4] per hour, resulting in a net increase of [b4] hours. c) Increase the Total Amount for CLIN 4001 from \$ [b4] to [b4] resulting in a total net increase of [b4]. d) As result of the above changes, the total contract amount including Base and (4) four one-year options is changed from \$63,430,960.32 to \$63,851,904.80, total net increase of \$420,944.48. LIST OF CHANGES: Total Amount for this Modification: \$420,944.48 New Total Amount for this Version: \$12,760,311.52 New Total Amount for this Award: \$63,851,904.80 CHANGES FOR LINE ITEM NUMBER: 4001 Quantity changed from [b4] to [b4] Total Amount changed from \$ [b4] to [b4] FOB: Destination All terms and condition of the contract remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 09/24/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L134	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Rosemarie Mendoza Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0380495320000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	10B. DATED (SEE ITEM 11) 11/29/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - FAR 52.217-8 Option to Extend Services (Nov 1999)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082
DUNS Number: 038049532

COTR/Program POC: Jerry Petrey Jr.
Finance POC: Laura Quezada

In accordance with FAR 52.217-8 Option to Extend services (Nov 1999), this modification is issued to exercise the option to extend the contract period of performance from September 24, 2007 through December 31, 2007. Funding will be added via a modification to task order HSCEOP-07-F-00300.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Joseph Murray</i> EA/CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright
15B. CONTRACTOR/OFFEROR <i>Joseph Murray</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/31/07
16B. UNITED STATES OF AMERICA <i>Sheryl Wright</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/31/07

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	ACL2C0006/P00017	2	2

NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The present rates may only be adjusted as a result of revisions to the prevailing labor rates provided by the Department of Labor.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$3,780,521.70 New Total Amount for this Version: \$17,575,641.54 New Total Amount for this Award: \$67,632,426.50</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001 Quantity changed from [b4] to [b4] resulting in net increase of [b4] HR Total Amount changed from \$ [b4] to [b4] resulting in total net amount increase of \$ [b4]</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002 Quantity changed from [b4] to [b4], resulting in net increase of [b4] HR Total Amount changed from \$ [b4] to \$ [b4], resulting in total net amount increase of \$ [b4]</p> <p>FOB: Destination Period of Performance: 09/24/2007 to 12/31/2007</p> <p>All terms and condition of the contract remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 09/24/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L140	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Rosemarie Mendoza Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0380495320000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	
		10B. DATED (SEE ITEM 11) 11/29/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082

DUNS Number: 038049532

COTR/Program POC: Jerry Petrey Jr.

Finance POC: Laura Quezada

This administrative modification is issued to correct P00017 of the contract as follows:

a) Issue the correct Contract Line Item Numbers for the manhours estimated for the 3 months extension for the period of performance 9/24/2007 through 12/31/2007 as reflected below:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
	Sheryl Wright	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		Sheryl Wright (Signature of Contracting Officer)
		16C. DATE SIGNED 8/28/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL2C0006/P00018

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1) CLIN 5001 Custody Officers [b4] hours 2) CLIN 5002 Supervisory Custody Officers [b4] hours b) Adjust the estimated manhours for CLIN 4001 and 4002 based on the correction on Item (a) as reflected below: 1) CLIN 4001 Custody Officer [b4] hours 2) CLIN 4002 Supervisory Custody Officer [b4] hours c) The funding for the estimated hours on CLINs 5001 and 5002 identified in Item (a) will be deducted from Task Order HSCEOP-07-J-00300/P00002 and will be issued under a separate task order. d) As result of the above changes, the Total Amount of the contract will remain the same at \$67,632,426.50 . LIST OF CHANGES: CHANGES FOR LINE ITEM NUMBER: 4001 Quantity changed from [b4] to [b4] Total Amount changed from [b4] to \$ [b4] CHANGES FOR LINE ITEM NUMBER: 4002 Quantity changed from [b4] to [b4] Total Amount changed from \$ [b4] to \$ [b4] FOB: Destination				
5001	CUSTODY OFFICERS FOR 3-MONTHS EXTENSION FOR PERIOD OF 9/24/07 THRU 12/31/07	[b4]	HR	[b4]	0.00
5002	SUPERVISORY CUSTODY OFFICERS FOR 3 MONTHS EXTENSION FOR THE PERIOD OF 9/24/07 THRU 12/31/07 . All terms and condition of the contract remain the same.	[b4]	HR	[b4]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 09/24/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L141	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Rosemarie Mendoza Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0380495320000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006	10B. DATED (SEE ITEM 11) 11/29/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral- FAR 52.222-41 and 52.222-43

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082
DUNS Number: 038049532
COTR/Program POC: Jerry Petrey Jr.
Finance POC: Laura Quezada

The purpose of this modification is to incorporate two (2) Department of Labor Wage Determinations into the contract effective at the start date of Option (extension) 9/24/2007:

a) Number 2003-0173 Revision 3 dated 8/29/2007, Collective Bargaining Agreement between MVM Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/10/07

NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Inc. and Association of Contract Employees Security, Police and Detention Enforcement (ACE/SPADE) effective 9/25/2007 through 9/24/2010</p> <p>b) Number 1999-0615, Revision 4 dated 8/29/2007, Collective Bargaining Agreement between MVM Inc. and United Government Security Officers of America (USGOA) and SPPC Local 24 effective 8/1/2007 through 8/30/2010.</p> <p>In accordance with FAR 52.222-43(f), "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving the new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract prices or contract unit price for labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination or any such adjustment and its effective date."</p> <p>.</p> <p>This modification incorporates the Statement of Work and all terms and conditions of the contract.</p>				

200301733

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2003-0173
William W.Gross	Division of	Revision No.: 3
Director	Wage Determinations	Date Of Last Revision: 08/29/2007

State: California

Area: California County of Los Angeles

Employed on Department of Homeland Security contract for Detention service for the San Pedro Processing Center.

Collective Bargaining Agreement between MVM, Inc., and Association of Contract Employees Security, Police and Detention Enforcement (ACE/SPADE), effective September 25, 2007 through September 24, 2010.

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).

200301733

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2003-0173
William W.Gross	Division of	Revision No.: 3
Director	Wage Determinations	Date Of Last Revision: 08/29/2007

State: California

Area: California County of Los Angeles

Employed on Department of Homeland Security contract for Detention service for the San Pedro Processing Center.

Collective Bargaining Agreement between MVM, Inc., and Association of Contract Employees Security, Police and Detention Enforcement (ACE/SPADE), effective September 25, 2007 through September 24, 2010.

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

ASSOCIATION OF CONTRACT EMPLOYEES
SECURITY, POLICE AND DETENTION ENFORCEMENT
(ACE/SPADE) Local 1

From September 25, 2007 to September 24, 2010

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PREAMBLE

This Agreement entered into this 4th day of August 2007, by and between MVM, INC. (the "Company") and the members of the ASSOCIATION OF CONTRACT EMPLOYEES – SECURITY, POLICE AND DETENTION ENFORCEMENT (ACE/SPADE), (the "Union") as follows:

ARTICLE #1 BARGAINING UNIT

Recognition of Union: The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

- A. The Bargaining Unit is defined as all full-time and part-time Detention Officers and Dispatchers employed by the Company at the Terminal Island, San Pedro, California, Immigration and Customs Enforcement (ICE) Detention Center, excluding all other employees including, office clerical employees and professional employees and supervisors, as defined in the National Labor Relations Act, or any other employee represented by another bargaining unit.
- B. This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.
- C. **Purpose of this Agreement.** It is the intent that this Agreement shall serve to establish and maintain harmonious labor relations among the Company, the employees, and the Union; and establish the rates of pay, wages, hours and other terms and conditions of employment and the working environment.

ARTICLE #2 BARGAINING OBLIGATIONS

Obligation to Bargain. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities. It is understood between the Union and the Company, that neither party gives up any right expressly granted to each under the National Labor Relations Act.

Requests for Information. The Company understands and agrees that without access to information, the Union can not fulfill its responsibilities to negotiate, monitor or enforce the provisions of this agreement and therefore agrees not to unreasonably withhold information or cause unreasonable delays for information requested by the union. The Company has the right to restrict access to information that the Company believes to be proprietary or confidential in nature or any request for information that would place an undue burden on the Company. All

requests for information by the Union shall be provided to the Company in writing. Once the request for information is provided to the Company, the Company agrees to provide relative information to the Union in no more than ten (10) calendar days from. In the case of terminations, the Company agrees to provide to the Union its investigative report, should the employee who is subject to termination elect, in writing, to have the investigative report provided to the Union. Witness statements are to be considered confidential and will not be provided to the Union unless express, written consent is given to the Company by the person providing the statement. If the forgoing conditions are met, the Company agrees to provide the information to the Union prior to the employee being notified of their termination. The Union and the Company agrees that relevancy of information under this Article can only be determined by the National Labor Relations Board and is not subject to Article 10 of this Agreement.

ARTICLE #3 MANAGEMENT'S RETAINED RIGHTS

- A. 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:
1. Manage its operations and to direct and assign the workforce;
 2. Change the methods and manner in which services are provided;
 3. Introduce new methods or improve methods of operation;
 4. Determine the extent to which and the manner and means its business will be operated; or shut down in whole or in part;
 5. Determine whether and to what extent work shall be performed;
 6. Select, hire, promote permanently, or temporarily transfer regardless of the location;
 7. Demote, lay off, assign, train, suspend, terminate and discipline employees;
 8. Select and determine supervisory employees;
 9. Bid or not bid, or to re-bid or not re-bid the Contract with the Government;
 10. Determine any change starting times, quitting times, schedules and shifts;
 11. Reasonably determine and change methods and means by which operations are to be carried on;
 12. Establish, change and abolish its policies, practices and standards/codes of conduct, and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;
 13. Assign duties to employees in accordance with the needs or the requirements of the Government and the Employer, as determined by the Employer or the requirements of the Government, and any other rights not specifically restricted by this Agreement.
- B. 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 expressed and specific terms and conditions of this Agreement and the dictates of the Government. Moreover, the Employer expressly reserves the right to set all policies not otherwise set forth in this Agreement, and all prior practices between any of the employees and any other Employer are of no force and effect regarding, and are not binding upon the Employer.

**ARTICLE #4
CLASSIFICATIONS**

- A. Full-time employees are those employees who work forty (40) hours per week. For purposes of this Article only, hours of "work" shall include all paid time off, such as, military leave, bereavement leave, jury duty, holiday time, and vacation time used by the employee.
- B. Part-time employees are those employees who are normally scheduled for less than forty (40) hours per week.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, and equipment or distribute any material that does not pertain to normal assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves. Detention Officers shall direct detainees in the performance of janitorial and maintenance duties.
- E. Full-time employees will not lose their right to MVM benefits if they occasionally work less than 40 hours a week on authorized absence regardless if paid or unpaid.

**ARTICLE #5
SAVINGS CLAUSE**

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for the affected clause.

**ARTICLE #6
EQUAL OPPORTUNITY
(NON-DISCRIMINATION)**

- A. In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. This provision shall protect employees in all phases of their employment, including hiring, upgrading, promotion, demotion, or transfer, and selection for training.
- B. The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual and regulatory agencies setting forth the provisions of the equal opportunity requirements.

- C. The provisions of this article will not operate to invalidate any other term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of the employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

**ARTICLE #7
TRIAL PERIOD-NOTIFICATION**

- A. Newly hired full-time employees will conform to the new government standards regarding probationary employees hired by the incumbent contractor shall be regarded as probationary employees for the first one hundred and eighty (180) calendar days. Newly hired part-time employees shall be regarded as probationary employees for the first two hundred and ten (210) calendar days. During this probationary period, probationary employees shall not accrue seniority under this Agreement. The employees will be eligible for MVM, Inc. health insurance plan after ninety (90) calendar days of employment. The employer shall have the right to discipline, layoff, transfer, suspend, or terminate probationary employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer. 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 not to include medical leave or other forms of excused absence, inclusive of military leave.
- B. The Company shall notify the Union of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

**ARTICLE #8
SENIORITY**

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a Contract Detention Officer. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of lay-off and recall, shift bidding, filing position, transfers, vacation schedules, extra work, and overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.
- B. Seniority for all purposes shall mean the length of time the employee has been employed as a Detention Officer or Dispatcher by the Company and predecessor companies, at the BICE Detention Center located on Terminal Island, San Pedro, California. Full-time employees and part-time employees shall be placed on separate seniority lists. Should such a circumstance arise where by two or more employees have the same seniority date, the seniority will then be determined by drawing lots. The company agrees that as of the signing of this Agreement it will not under any circumstances, change or alter the seniority provisions of this collective bargaining agreement or this article or to advance any employee

to a seniority position other than that to which he would be entitled to by virtue of his hiring, selection by lottery or rehire after termination or resignation in accordance with this collective bargaining agreement.

Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees effective the date they became a full-time employee.

- C. Full-time employees, who are thereafter placed on part-time work with the Company, will retain their full-time seniority. However, they shall not accumulate additional full-time seniority while working as part-time employees, while on unpaid leave of absence, and while suspended without pay. If they later return to full-time employment, their position on the full-time seniority list will be based only on their service as full-time employees.
- D. In the event of a lay-off or recall from lay-off, the order in which employees are recalled shall be determined by seniority, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recalled last. It is understood that probationary employees will be laid off before employees with seniority.
- E. It is the responsibility of the laid off employee to keep the Company advised by Certified Mail – Return Receipt Requested - of any changes in his or her mailing address. The Company shall notify any recalled employee of the recall by Certified Mail – Return Receipt Requested. Unless a response is physically impossible, the employee shall respond to the Company within seventy-two (72) hours after receipt of the certified notice, stating his or her intention to return to work. Unless scheduled by the Company for a later return, the employee will then have a maximum of five (5) calendar days to report for duty.
- F. An employee who is unable to report to work because of a non-occupational injury or illness shall retain his or her seniority for one (1) year. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority for the term of their disability. All employees unable to work because of injury shall be subject to lay-off according to their seniority.
- G. Any employee's seniority shall be lost upon the occurrence of any of the following events:
 - 1. Employee is discharged for just cause;
 - 2. Employee voluntarily quits;
 - 3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements of this article;
 - 4. Employee fails to report of work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
 - 5. An employee transfers out of, or works outside of the Collective Bargaining Unit.
- H. The Company shall maintain an up-to-date seniority list, which shall be posted on the furnished bulletin board. The Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any addition or deletion thereto.


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- I. Preference to assignment to shifts shall be determined by seniority. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and shall be maintained by the Company. To the extent such requested assignments, shifts, and days off are available, the Company shall assign them to the most senior person submitting a written request. When the Company does determine that an opening for a particular assignment or shift exists, the Company will fill the opening in the following manner. First, the Company shall award the opening to the most senior employee in that classification who has made a request for the assignment or shift. Second, if there are no such written requests, the Company shall post on the Company premises a notice of the opening for all full and part-time employees in the subject classification, giving those employees five (5) calendar days to request the open assignment or shift in writing. After such a posting and response period, the Company shall award the opening to the senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the senior part-time employee who requested the opening. Third, if no full-time or part-time employee requests being awarded the opening in writing within the five (5) calendar days, the Company may then fill the opening by hiring from outside the Bargaining Unit.

ARTICLE #9 DISCHARGES

- A. The Company shall have the right to discharge, discipline or suspend an employee for just cause. However, prior to discharging an employee, the Company will meet with a representative of the Union. In that meeting the Company shall discuss the disciplinary action to be taken by the Company, shall provide to the Union representative all existing evidence against the potential discharged employee, and shall give the Union an opportunity to agree with the termination or protest it and institute grievance procedures.
- B. Notwithstanding the provisions of Article #9. A., any employee not granted a security clearance that is required by the controlling government agency at Terminal Island Detention Facility shall be discharged without recourse to grievance or arbitration procedures.
- C. If the Union believes an employee has been unjustly removed from the contract, the Union can present the Company with the necessary evidence to request further discussion and or investigation regarding the circumstances surrounding the incident.

JUST CAUSE

No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in Article 10 of this Agreement. For purposes of this Agreement, "just cause" may include, but is not limited to:

- A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.
- B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a major penalty against the Company by the United States Government

or DHS/FPS), insubordination, including deliberate failure to carry out assigned tasks, and conducting personal affairs during work hours. The term "personal affairs" as used in this paragraph does not include the making of telephone calls or other inquiries concerning the status of children or family members or the provisions of their care, provided that such activities have been previously approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.

- C. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- D. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company, to include illegal strikes, slowdowns, or any other illegal job actions.
- E. Theft, vandalism, or criminal acts.
- F. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Drug and Alcohol Policy of the Company.
- G. Improper use of official authority or credentials.
- H. Unauthorized use of communications equipment or Government property.
- I. Misuse of weapon(s) or possession of a private firearm(s) on the job.
- J. Violation of Government security procedures or regulations, including, without limitation, those set forth in the DHS/FPS Security Guard Manual.
- K. Violation of state or federal laws regarding the possession or use of a firearm.
- L. Unauthorized post abandonment.
- M. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- N. Falsification of time records.
- O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- P. Sexual, racial or verbal harassment in violation of company policy.

It is expressly agreed and understood that the Company shall have the right to establish, from time to time, other reasonable rules of conduct and the right to discipline, up to and including

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termination, for violating same. It is further understood that the Union shall be entitled to grieve the reasonableness of the rule issued by the Company in accordance with the provisions of Article 9, insofar as they do not conflict with any other Article of this Agreement.

In the event that the government directs the removal of a bargaining unit member, the Project Manager will request a meeting with the COTR to discuss the merits of the case and invite the Union President or Vice President to be present as an observer, should the government be willing to allow such a meeting.

ARTICLE #10 GRIEVANCE AND ARBITRATION PROCEDURES

- A. Definition - A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.

- B. Informal Procedure - The parties shall record and attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such disputes within ten (10) calendar days, exclusive of weekends and holidays; in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the Company requests a meeting with a Union representative during working hours to discuss or negotiate any such Grievance, the Union representative will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid.

- C. Suspension, Layoff and Discharges
 - 1. Step 1 - Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Site Manager within ten (10) calendar, exclusive of weekends and holidays; days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
 - a) The Site Manager and a representative of the Local Union shall meet within seven (7) calendar , exclusive of weekends and holidays; days of the service of said grievance for the purpose of discussing and, if possible, settling that grievance. The Company shall give to the Union its answer to the grievance and its reasons therefore within three (3) calendar, exclusive of weekends and holidays; days of the conclusion of such meeting. If the grievance is not settled, then.

 - 2. Step 2 - The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall discuss within ten (10) calendar days, exclusive of weekends and holidays; after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) calendar days, exclusive of weekends and holidays; of the meeting with the Site Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be

reached within ten (10) calendar days, exclusive of weekends and holidays; from the meeting, the Local Union may refer the grievance to the National Union for review. The National Union President and/or his or her designee and the Director of Human Resources will have ten (10) calendar days, exclusive of weekends and holidays; to settle the grievance or request arbitration.

3. Step 3 - Either party may make a written request for arbitration. The written request must be served on the Director of Human Resources and the Site Manager, or the Union President and/or his or her designee. If such request is not served on the other party within (10) calendar days, exclusive of weekends and holidays; working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the right to arbitration shall be null and void for all purposes.

D. All Other Grievances

1. All grievances covered by this section must be served in writing on the other party (Contract Manager or President of the Local Union) within ten (10) calendar days, exclusive of weekends and holidays; of the occurrence or discovery of the incident, or when the Union becomes knowledgeable of the incident or the grievance shall be null and void for all purposes.
2. The Contract Manager and a representative of the Union shall meet within seven (7) calendar days, exclusive of weekends and holidays; of the conclusion of such meeting. If the grievance is not settled, then;
3. The Company, or their designated representative, and the Local Union President, or his or her designated representative, shall meet within ten (10) calendar days, exclusive of weekends and holidays; after receipt of the Company's answer to the second step of this grievance procedure, or within ten (10) calendar days, exclusive of weekends and holidays; of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) calendar days, exclusive of weekends and holidays; from the meeting, the Local Union may refer the grievance to the National Union for review. The Union President and/or his or her designee and the Director of Human Resources and/or his or her designee will have ten (10) calendar days, exclusive of weekends and holidays; to settle the grievance or request arbitration.
4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) calendar days, exclusive of weekends and holidays; of the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the request for arbitration shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Company and the Union's representative shall discuss within ten (10) calendar days,

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exclusive of weekends and holidays; of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.

2. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice, which is inconsistent with the provisions of this Agreement. Decisions of the arbitrator are subject to limitations set forth in this Agreement. Any award of back compensation shall not predate the date of the grievance by more than twenty (20) calendar days, exclusive of weekends and holidays; 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 employee'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. Should an employee be removed as a result of a Government Directive, any award or reinstatement (including back pay) shall be subject to the Government permitting the employee to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force in effect, and shall not be binding on the Employer.
3. The losing party shall pay the reasonable fees and expenses of the arbitrator.
4. Said decision shall be issued in writing not more than thirty (30) calendar days, exclusive of weekends and holidays; after the close of the arbitration or the filing of briefs, if any, whichever is later.
5. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.

ARTICLE #11 DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning with a notice of deficiency, an official reprimand, probation, suspension or termination. The Company may skip one or more of these steps, depending on the severity of the conduct causing the disciplinary action.
- B. Anytime an employee is to be interviewed regarding possible disciplinary action; the employee may request to have a Union Steward or an employee of his or her choice from the same shift present for the interview. Both the employee and the representative of choice are entitled to know the Company's allegations against the employee, and are entitled to consult privately prior to the interview.
- C. When the Company requests a meeting in reference to a disciplinary action, those persons required being present will be paid at their regular hourly rate of pay, with benefits. Hours in excess of their 8 hour shift shall be paid at the administrative rate of pay. Any Union Representative who is not on duty, who is requested by the employee, will not be eligible for pay. It is understood that the administrative rate of pay represents the base wage, and is exclusive of any benefits and overtime.

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- D. It is agreed and understood that when the Union reports to the Company an employee conduct that is grounds for termination with cause, the Company agrees to investigate the matter immediately and discuss its findings with the Union leadership.

**ARTICLE #12
OVERTIME**

- A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular base rate exclusive of other fringes for all hours worked over forty (40) hours in one (1) workweek, and two (2) times the employee's regular rate for all hours over twelve (12) hours in one (1) workday. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting Union business.
- B. Overtime Assignment
1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be first compiled by seniority for each shift. Each time a senior volunteer on particular shift works overtime, his or her name will go to the bottom of the list.
 2. When a Bargaining Unit Employee is next on a shift overtime list, and cannot work because of personal reasons, he or she will be passed over and the next Bargaining Unit Employee on the list will work overtime. In such a case, the Bargaining Unit Employee passed over for the overtime assignment will remain first on the shift list for overtime.
 3. Mandatory Overtime: When overtime is required by the Company, but an insufficient number of employees have offered to work overtime by placing their name on the shift list described above, or are not available because of personal reasons, Bargaining Unit Employees with the least seniority will be the first required to meet the overtime requirement. This includes involuntary call-offs, which results in overtime.
 4. Employees shall be required to work overtime in inverse order of seniority on a rotating basis. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
 5. In critical and/or emergency circumstances, MVM employees may be assigned to provide the necessary post coverage without regard to seniority.
 6. Voluntary Overtime: MVM will post overtime lists in accordance with full-time and part-time status. Any employee may sign up on the appropriate list based on their status (full-time/part-time) to be called for overtime opportunities. Employees may participate or remove themselves from any voluntary overtime list at any time.
 7. Voluntary Overtime will be distributed beginning with the most senior employee on the list of employees volunteering to work additional hours. If the employee agrees to work

overtime on a particular occasion or declines to work overtime, he or she shall cycle to the bottom of the list. When the next overtime opportunity arises, the person at the top of the list shall be called, and shall thereafter continue to revolve. If MVM is unable to reach the employee when his or her opportunity becomes available, he or she shall not lose his or her place on the list and shall remain there until they work or refuse to work overtime.

8. If the employee declines the overtime being offered he/she will go to the bottom of the list until the list is exhausted and his/her name appears on the top of the list following the completion of the rotation based on seniority.
9. If the Company is unable to obtain any employees to work overtime, the Company will assign the overtime in the inverse order of seniority. Part-time employees that have worked less than 40 hours shall be required to work overtime prior to full-time employees being required to work overtime. For selection purposes the rotation will be on a weekly basis.
10. The Company will not give employees time off in lieu of overtime.

- C. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties of the other, and provided that the trade is made in writing and will not cause the Company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades shall be approved in advance by Operations. The Company reserves the right to deny any request for work day trade if made in a time frame of less than seven (7) calendar days. NOTE: Federal law states that any employee who works over 40 hours in any given workweek shall receive overtime; therefore, the trade must take place in the same workweek for pay.

ARTICLE #13 WAGES

- A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached herein and made a part hereof.
- B. In the event that an employee reports to work for his or her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.
- C. All work schedules shall be posted by Wednesday prior to the ensuing workweek. All employees shall be advised in writing and/or by phone of any changes in his/her scheduled workday at least 4 hours in advance of any change in the schedule except when emergency conditions exist.

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D. All wages of \$100 or more, that are due and payable to an employee, which for whatever reason was not so paid as provided by law and the Collective Bargaining Agreement, will be paid no later than seventy two (72) hours, three (3) calendar days following the preceding payday, after the Company has been notified of the error in writing. Wages less than \$100 dollars will be included in the next paycheck.

**ARTICLE #14
LEAVES OF ABSENCE**

- A. Leave of absence may be granted in the Company's sole discretion for legitimate personal reasons acceptable to the Company, for a period not to exceed thirty (30) days upon written application. Leaves of absence, with the exception of paragraph E, shall not be granted for employees to work elsewhere. Probationary employees are not eligible for a leave of absence.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed twelve (12) weeks, except in a case of a work-related accident, for which the employee shall be granted a leave of absence, as required by the employee's physician. A doctor's certificate will be required stating the employee is physically able to perform the available work before the employee returns to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Employees shall not be required to use all available annual/personal leave prior to requesting any leave without pay, except leave under the Federal Family Medical Leave Act and, any applicable state statute.
- E. Leave of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Company with a copy of his or her orders within five (5) calendar days of receipt of such orders. Employees returning to work after performance of duty in the Armed Forces shall not lose his/her seniority in accordance with the guidelines of USERRA.
- F. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence not to exceed the term of this Agreement or one (1) year increments and/or his/her term in office. His/her seniority shall continue to accrue until he/she returns to his/her regular job, providing such position exists at that time. During said leave of absence the employee(s) shall not be eligible for any monetary and/or non-monetary benefits as provided for by the Company.
- G. All leaves of absence under this article are without pay, benefits, or allowance, except, to the extent federal law provides leaves of absence for performance of duty with the U.S. Armed Forces or with a component thereof.


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**ARTICLE #15
BULLETIN BOARD**

- A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:
1. Notices of Union recreational and social affairs;
 2. Notice of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union updates of negotiations.
- B. The placement of any material that is derogatory towards any employee of MVM, Inc. or the Government, anti-government, anti-company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and/or remove Union related information on the designated Bulletin Boards. For the purpose of this article (15), in this section (B), the term derogatory shall be defined in the same manner as Title VII of the Civil Rights Act.

**ARTICLE #16
STEWARDS**

- A. The Company agrees to recognize one (1) Chief Steward and two (2) Stewards for each shift at the location, as duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. The Company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance that arises during the steward's working hours.
- B. A steward who leaves his or her workstation to conduct Union business not described in paragraph A of this Article shall first obtain permission from his or her Company supervisor, shall clock out at the time that he or she leaves the workstation and shall clock in at the time that he or she returns to the workstation after completing such Union business. The Company shall not compensate stewards for such time spent on Union business. The Union shall give the Company not less than forty-eight (48) hours prior notice before appointing or removing a Steward.
- C. Notwithstanding the provisions of paragraphs A and B of this Article, the Company recognizes the need for union orientation, representation, negotiations and training. Therefore, the Local Union President, Vice President, Secretary-Treasurer and Chief Steward will each be provided up to One Hundred and Twenty (120) hours unpaid Leave of Absence, per contract year; to attend Union Sponsored training programs and/or Union negotiations. All requests for leave under this article shall be given to the Company not less than forty-eight hours of prior notice.

ARTICLE #17
PHYSICAL EXAMINATIONS

- A. The Company will require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including physical agility and endurance tests, to determine fitness for duty. MVM, Inc. shall pay for the initial physical examination (pre-employment) but will not pay for any follow-up physical examinations or tests. Such examinations will be conducted annually and may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may only be administered (1) before the commencement of work following a layoff, or (2) before the commencement of work following a leave of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment based on such suspected use.
- B. The Company may also require employees to undergo such laboratory tests at random and within forty-eight (48) hours of notification by the Company. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of any such examinations. The employee will be compensated for time spent at the examination site at his or her regular rate of pay.
- C. Any employee failing to comply with such required and random laboratory tests shall be notified, in writing by the Company, that he or she is immediately being removed from the assignment schedule and shall have a period of twenty four (24) hours to comply with the request to undergo such laboratory tests. The employee shall remain off of the assignment schedule until the requested tests have been completed. If the employee fails to complete the required tests after the twenty four (24) hour period, he or she shall be subject to termination.

ARTICLE #18
UNION SECURITY AND MEMBERSHIP

- A. Any employee who is qualified as a member of the Bargaining Unit but who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) calendar days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) calendar days following employment, whichever is later, shall remain a member of the Union, and shall pay an initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union in an amount required by the Union's Constitution and by-laws. Alternatively, the employee may pay the Union a monthly agency fee for the negotiations 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 and/or fee to Union members in the unit).
- B. Any employee refusing or failing to pay Union dues and initiation fees or the agency fee as provided herein shall, upon written notification and demand by the Union, be immediately

removed from the assignment work schedule by the Company. The employee shall be notified in writing of this action by the Union.

The employee shall then have seven (7) days to comply with the requirements of this Article. If compliance is not forthcoming after this seven (7) day period, the employee shall be immediately terminated.

- C. The Company will deduct from wages of any employee covered by this Agreement that employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the Union the wages withheld for such dues and initiation and agency fees. The remittances shall be accompanied by a list showing individual names and amounts deducted. The total remittances shall be made not later than five (5) calendar days after the end of each month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) calendar days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.
- D. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #19 STRIKES AND LOCKOUTS

- A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Paragraph A of this Article.

ARTICLE #20 GOVERNMENT DIRECTIVES

- A. The Union acknowledges that the Employer has entered into a contract with the Government to provide services under specific terms and conditions and that the Employer has entered into a contract with the Union in order to provide for the health, welfare and working

conditions for those employed by the Company to provide the services for which the Government has contracted. It is also acknowledged that the Government has the discretion to direct the activities of the Employer within the scope of its contract with the Employer.

- B. The Employer and the Union herein agree that when the Government directs the Employer to make modifications, changes or take certain actions as directed by the contracting officer and such changes are in regard to security credentials and clearances, weapons proficiency, uniforms / appearance issues or facility staffing or that is in the interest of the Government's overall security objective and such modifications, changes or actions do not violate any rights granted to the Union or employee by law, the Company will comply with such modifications, changes or actions as follows:
1. The Company will consult with the Government and attempt to insure that such modifications, changes or actions do not unnecessarily infringe upon the Collective Bargaining Agreement, are not discriminatory in any way, and do not violate any applicable law, including but not limited to the Code of Federal Regulations, the Service Contract Act, Department of Labor – Wage Determination or the National Labor Relations Act.
 2. When such modifications, changes or actions affect the Collective Bargaining Agreement, the Company will be required to ask if an official notice of modification, change order or other such notice from the Government is available, clearly and specifically indicating what in the contract or what practice is to be changed or modified and signed by the contracting officer.
 3. The Company agrees that when it receives the notice described in Paragraph 2 above, it will present the properly signed notice of modification, change or action to be taken to the Local Union President and other appropriate Union representatives and advise them regarding such modification, changes or action to be taken, and their effect upon the employees and the Collective Bargaining Agreement.
 4. The Union and the Employer shall meet to determine if there is any conflict with the Collective Bargaining Agreement and if said conflict is justified and permissible under the contract between the Employer and the Government, or any applicable laws including but not limited to the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. In the event that the conflict is justified, both parties shall begin a cooperative effort to implement the modification, change or action to be taken. The Union and Employer shall have 30 days to resolve any conflicts with the Collective Bargaining Agreement. In the event attempts to resolve the issue are unsuccessful, the Union or the Employer may submit the item to arbitration in accordance with Article 10 of this contract. The arbitrator shall determine whether the modification, change or action is a lawful or unlawful deprivation of benefits or rights guaranteed by the Collective Bargaining Agreement, the contract between the Employer and the Government or any applicable laws in the Code of Federal Regulations, Service Contract Act, and/or the U.S. Department of Labor – Wage Determination. However, the Company


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will not be held liable for any losses suffered by the employees as a result of the Government directive.

5. Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this Article.

EMERGENCY MODIFICATIONS: In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence, Such modifications, changes or actions may be immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate steps 1 through 5 above as soon as is reasonably possible but in no event more than 90 days following implementation, unless a national emergency or Homeland Security crisis prevents such implementation. However, steps 1 through 5 will be initiated as soon as the situation safely permits. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article 10 of this contract.

ARTICLE #21 HOLIDAYS

- A. Except as otherwise provided in paragraphs C and D of this Article all full-time employees will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day	*Thanksgiving Day
*Independence Day	Martin Luther King Jr. Birthday
Veterans Day	*Memorial Day
Birthday	Columbus Day
President's Day	*Christmas Day
*Labor Day	Good Friday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- C. The full-time employee who works on any of the above named holidays shall be paid, in addition to holiday pay, at his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subjected to discipline. The employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.



- D. The full-time employee who works on (New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day) shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.
- E. In the event the President of the United States or the U.S. Congress should enact a permanent new federal holiday, it will automatically become part of this Agreement and added to the list of holidays above.

**ARTICLE #22
VACATIONS**

- A. For the purpose of computing years of service, continuous service with MVM, Inc. and predecessor contractors will be used.
- B. Full-time employees covered by this Agreement who have continuously been employed by MVM, Inc. for a period of one (1) year shall as of their anniversary date have earned two (2) weeks paid vacation per year to use in the following year, beginning on the first day of that second year of employment with MVM, Inc.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall as of their anniversary date begin to earn three (3) weeks paid vacation per year.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall as of their anniversary date begin to earn four (4) weeks paid vacation per year.
- E. Part time employees shall earn vacation leave on a prorate basis, and in accordance with Article 4.
- F. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority. Vacation leave approval is subject to the determination of the Company in order to ensure the orderly operations of the customer's facilities.
- H. Employees are not eligible to utilize vacation until they have reached their first year anniversary date with MVM, Inc., at that time (having met their anniversary date) the employee is eligible to utilize earned leave in the ensuing year(s). Unused vacation leave shall be cashed out at the following anniversary date.
- I. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least thirty (30) calendar days advanced

notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the customer's facilities. Vacation requests without thirty (30) calendar days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no later than sixty (60) calendar days when a vacation request is turned in ninety (90) days or more in advance, or ten (10) calendar days when a request is turned in thirty (30) calendar days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen circumstances, regardless of the notice.

**ARTICLE #23
SICK/PERSONAL LEAVE BENEFITS**

- A. Regular employees with one (1) year of continuous service (excluding initial training) shall be eligible for paid sick/personal leave benefits of nine (9) calendar days each calendar year, (6 hours per month) accrued on a pro-rata basis for each full month worked, subject to the following:
1. Sick leave will be payable for absence due to illness commencing on the first (1st) day of illness and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. All accrued hours of sick / personal time regardless of the amount shall be payable to an employee utilizing the benefit for sick time.
 2. A physician's certificate of disability or illness will be required by the Company after three (3) consecutive day of absence.
 3. Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused sick/personal leave at the end of each calendar year.
 4. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) calendar days in advance. The first three employees requesting a particular day and a particular shift shall be approved. Written notice of the approval or denial of a requested sick/personal day shall be provided to all employees requesting a sick/personal day at least two days prior to the requested time off.
 5. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) calendar days in advance. Sick/Personal time may be taken in hourly increments in cases of emergency or illness.
 6. Upon termination of employment, the employee will be paid at their individual base hourly rate for any unused, earned personal/sick leave, based upon the number of actual hours the employee worked during the contract year. If the employee has used more


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personal/sick days and/or hours upon termination than he/she earned based upon time worked on the contract (6 hours per each full month worked); the amount of the overage will be deducted from the employee's final pay check.

**ARTICLE #24
HEALTH AND WELFARE**

Health and Welfare funds will be paid in the amount indicated in Appendix "A".

- A. To be eligible for Health & Welfare, the employee must be a regular full-time employee.
- B. The Company shall provide a Health Insurance Benefit after ninety (90) continuous days of employment, details of the Health Insurance Benefit are attached herein as Appendix "B". The amount of H&W indicated in Appendix "A" will be paid to the Health Insurance Plan and there will be no opt-out for the Health Insurance Plan nor will the H&W indicated in Appendix "A" be paid to any employee in cash.
- C. The Health Insurance Benefit will include a standard Dental benefit which will also be provided after ninety (90) continuous days of employment.
- D. The Health Insurance Benefit will include a Basic Life and Accidental Death and Dismemberment benefit which will also be provided after forty-five (45) continuous days of employment.
- E. Should there be a conflict between the language in the Summary Plan Description and the language within this Article, the language in the Summary Plan Description will prevail.

**ARTICLE #25
BEREAVEMENT LEAVE**

- A. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, stepfather, mother, stepmother, spouse, sister, brother, children (including legally adopted children and / or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.


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ARTICLE #26
JURY SERVICE

- A. Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to ten (10) working days in any calendar year for any loss of income during their otherwise regularly scheduled work week for time spent on jury service.
- B. Any jury fees received by the employee shall offset said reimbursement. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption when the Employer determines that the employee's absence would create hardship.

ARTICLE #27
RE-NEGOTIATION

It is mutually agreed upon that three (3) months prior to the expiration date of this contract, wages, language and benefits shall be re-negotiated.


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**ARTICLE #28
TERMS OF AGREEMENT**


This Agreement shall remain in full force and effect from September 25, 2007 through September 24, 2010, subject to the following, and shall continue for its indicated term, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

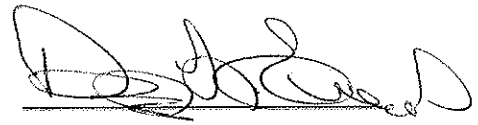
**Association of Contract Employees
Security, Police and Detention Enforcement
and it Local 1**

MVM, Inc.

By: 
Randy K. Brown
President



Manuel Ruelas
President, Local 1



Dina Evans
Director, Human Resources

Date: 8-6-07

Date: 8-6-07


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APPENDIX "A"

WAGES SCHEDULE

Listed below are the Wages and Benefits effective October 1, 2007 for the employees at the Terminal Island Detention Center:

A. Base Wages:	<u>10/1/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
Detention Officer	\$28.07	\$28.91	\$29.78

B. Shift Differential:

1. Swing Shift 1400 – 2200 \$ 0.60 per hour for each regular hour worked.
2. Grave Shift 2200 – 0600 \$ 0.85 per hour for each regular hour worked.

C. Uniform Allowance:

1. \$ 0.56 per hour for each regular hour worked.

D. Pension Allowance:	<u>10/1/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
	\$1.42	\$1.42	\$1.42

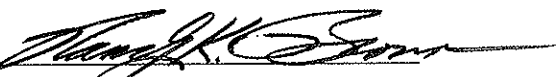
1. The Pension Allowance is paid for each regular hour worked and will be put into a Company or Union 401K Plan

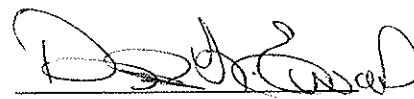
E. Health & Welfare:	<u>10/1/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
	\$3.20	\$3.40	\$3.60


1. The Health & Welfare is per regular hour worked.

**Association of Contract Employees
Security, Police and Detention Enforcement
and it Local 1**

MVM, Inc.


By: 
Randy K. Brown
President

By: 
Dina Evans
Director, Human Resources


Manuel Ruelas
President, Local 1

Date: 8-6-07

Date: 8-6-07


8-14-07

wd 1999-0615 usgoa 092507

REGISTER 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 Wage Determination No.: 1999-0615 Revision No.: 4 Date Of Last Revision: 08/29/2007
William W.Gross Director		Division of Wage Determinations

State: California

Area: California County of Los Angeles

Employed on Department of Homeland Security contract for Detention service for the San Pedro Processing Center

Collective Bargaining Agreement between MVM, Inc. and United Government Security Officers of America, UGSOA and SPPC Local 824, UGSOA effective August 1, 2007 through August 30, 2010.

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).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



MVM, INC.

AND

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
UGSOA

AND SPPC LOCAL 824, UGSOA

EFFECTIVE AUGUST 1, 2007 THROUGH AUGUST 30, 2010

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ARTICLE 1
PREAMBLE

1. This Agreement is entered into this 14TH Day of August, 2007, between MVM, Inc. (MVM), (the Company) and the UNITED GOVERNMENT SECURITY OFFICERS of AMERICA (UGSOA), (the Union), the exclusive representative of the employees in the bargaining unit, SPPC Lead Detention Officers, Local 824 (Local). The contractual relationship established herein is conditioned upon the Employer maintaining its status as contractor at I.C.E. / S.P.C. San Pedro (the Agency), to provide security to the Detention Facility, and the Union, maintaining its status as exclusive representative of the employees in the bargaining unit as described in Article 2 herein.
2. The parties to this Agreement hereby recognize that it is of mutual benefit and is the result of good faith collective bargaining between the parties. Both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding and cooperation with respect to the practices, procedures and other matters affecting conditions of employment, and to continue working toward this goal.
3. The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained therein. The parties agree to resolve whatever differences may occur between them which arise under or pertain to the provisions of this Agreement by means of negotiations and/or the grievance procedures set forth herein.
4. It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Employer and the employees to the Agency for which security services are provided pursuant to the contract awarded to the Employer by the Agency. Under Employer's contract with the Agency, the Agency has discretion to direct certain activities of Employer in providing security services. In consideration of mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows hereafter.
5. The use of any pronoun for gender herein shall apply to both males and females.

ARTICLE 2
RECOGNITION

1. The Employer recognizes the United Government Security Officers of America (UGSOA) as the sole and exclusive representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
2. The bargaining unit is defined as all Lead Custody Officers (excluding office, clerical and professional employees, project managers and regular Custody Officers) employed by MVM,


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Inc. and working under contract at San Pedro Processing Center (SPPC) pursuant to a contract with Immigration and Customs Enforcement (ICE), with respect to wages, hours and conditions of employment. For the purpose of this Agreement the term "employee" shall include all lead contract custody officers in the bargaining unit covered hereby, subject to any further exclusion to the extent required by other certifications, order or rulings by Homeland Security Agency , ICE or the National Labor Relations Board.

3. This agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business MVM, Inc., or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE 3

UNION SECURITY/DUES CHECKOFF

1. All employees covered by this Agreement who are members of the Union shall maintain membership in good standing in the Union, or pay a service fee to the Union, as a condition of continued employment.
2. All employees covered by this Agreement who are not members of the Union shall become members of the Union in good standing, or pay a service fee to the Union, on or before the 31st day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.
3. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the fees uniformly required as a condition of acquiring or retaining membership. The Company agrees to deduct monthly dues as designated by the Union on a bi-weekly basis from the paycheck of each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing by the Union as to what the Union membership dues are.
4. 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.
5. The Employer shall not discharge any Employee covered by this Agreement that has failed to become a member or retain membership in good standing in the Union, or pay a service fee equal to Union dues and fees to the Union, in accordance with the provisions of this Agreement.


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Such discharges shall not be considered to be for cause and are not subject to the provisions of the grievance procedures or arbitration.

6. Employees shall be required to become members of the Union, or pay a service fee to the Union from the first date of employment. Probationary employees shall not be covered by the grievance procedure or arbitration and may have their employment terminated by the Employer regardless of cause during their first 180 days of employment.
7. The Union shall hold harmless and indemnify the Employer for any claims, suits or damages arising from or incurred as a result of the application of subsections 1 through 4 of this Article, to include payment of reasonable attorney fees for defense of such claims or suits.

ARTICLE 4
MANAGEMENT RIGHTS


1. The Employer shall retain the sole right, authority and complete discretion to provide the protective service entrusted to it by the Agency contract and to operate and manage its affairs in all aspects including, but not limited to, all rights and authority held by the Employer prior to the signing of this Agreement, except as specifically waived or modified herein. Failure by the Company to exercise any function reserved to it shall not be deemed a waiver of any such rights. It is understood that the Company will not violate any provisions of this agreement in its exercise of management rights.
2. The Management Rights set forth herein shall not be subject to the negotiated grievance procedure or arbitration, except as provided in this Agreement. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Employer:
 - A. The right to direct and schedule the employees in performing the security contract awarded to the Employer by the Agency; The right to determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, the tours of duty, methods and processes by which the work will be performed, the technology needed, the internal security practices, or the relocation of facilities, as necessary and required to perform the security contract awarded to the Employer by the Agency; the right to relieve employees for lack of work for just cause, or other legitimate reasons; the right to hire, promote, transfer, assign and retain employees in positions under the security contract awarded to the Employer by the Agency;
 - B. The rights to suspend, demote, discharge, grant or deny pay increases and take other disciplinary actions against employees for just cause, pursuant to the terms of this Agreement.



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- C. The right to take any reasonable action necessary to carry out the protective mission of the Employer in an emergency situation;
- D. The right to determine the qualifications of employees for appointment, promotion, pay increases and to set standards of performance, appearance and conduct, as necessary and appropriate to comply with the requirements of the security contract awarded to the Employer by the Agency;
- E. The right to formulate, change or modify rules, regulations and procedures, except that no rule, regulation or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement, unless required by the Agency contract pursuant to which security services are provided by the Employer and the employees.
- F. The Employer may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with MVM Policy and HHS Standards. The Company shall bear the cost of the initial screening. The cost of any subsequent screening due to a positive result will be the responsibility of the employee.

ARTICLE 5
RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

- 1. Official time shall be provided as follows to investigate, process and present grievances:
 - A. Employees shall be granted official time, (up to one hour total per grievance within their scheduled working hours, as needed), upon individual request to a supervisor, to report grievances to their Union stewards/representatives and to present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - B. Union stewards/representatives may be granted up to one hour total of official time per grievance, upon individual request to their supervisor, to investigate, receive and present grievances to management. Such requests for official time shall not be unreasonably denied or delayed, but the granting of official time may be postponed temporarily for operational needs or denied for excessive use or apparent abuse.
 - C. Union representatives and stewards shall be granted official time to meet with management


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officials regarding non-grievance labor relations matters if the meeting is requested by a management official or is requested by a Union representative and approved by a management official.


- D. When requesting official time regarding a grievance or other matter, the employee or Union steward/representative shall provide to the appropriate supervisor or management official sufficient information to make an appropriate informed decision regarding the request.
- E. Overtime pay shall not be given for the processing of grievances or for labor-management meetings, unless the Employer requests the meeting.


ARTICLE 6
UNION/EMPLOYEE RESPONSIBILITIES

1. Except as authorized by this Agreement, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) during the work time of either the Union representatives or the members being contacted, or on the premises being secured, unless permission is specifically granted. Union representatives who are in a non-duty status shall not interfere with the performance of official duties during working hours of employees who are in a duty status.
2. The Union agrees that any employee who requests Union representation for a grievance shall be represented at each stage of the grievance by no more than one Union representative at a time. The Union further agrees that if a Union representative approaches a management official for the purpose of conducting Union business, such as presenting a grievance, the Union representative will promptly and clearly inform the management official that he/she is there to conduct official Union business and shall state the nature of the business, so the management official will be aware of the purpose of the conversation and the procedures to be followed.
3. The Union agrees to train its stewards in the scope of their duties and in the manner and procedures by which such duties are to be accomplished.
4. The Union shall provide the Employer with a current list of all stewards and/or representatives and shall keep the Employer informed in writing, on a continuing basis, of any changes in Union stewards and/or representatives.

ARTICLE 7
NO STRIKE CLAUSE

1. For the purpose of this Agreement, the term "strike" includes any strike or concerted action by any employee with others involving failure to report for duty, the willful absence from one's post


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or position, the slowdown or stoppage of work, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Employer or the Agency, for the purpose of inducing, influencing or coercing a change in the conditions of employment or compensation or the rights, privileges or obligations of employment.

2. Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.
3. The Employer shall discipline, as deemed appropriate, any employee who engages in a strike, as defined in Section 1 of this Article. Any disciplinary action taken against striking employees shall not be construed as a violation of any provisions of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.
4. In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the Union, provided that upon notification, in writing, by the Employer of said strike, the Union meets the following conditions:
 - A. Within no more than eight hours after receipt of written notification from the Employer of any strike, the Union shall publicly disavow the strike by posting a notice, signed by the Union president or other appropriate official, on each bulletin board or other space where the Union normally posts notices, to include the Union offices, stating that the strike is unauthorized and unsupported by the Union, and by providing copies of the notice to the Employer.
 - B. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees of the bargaining unit to return to work notwithstanding the existence of any strike and the Union shall use every reasonable effort and cooperation with the Employer to terminate the strike.
 - C. The Union's failure to comply with the conditions in Section 4 above, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

ARTICLE 8
VISITATION OF UNION REPRESENTATIVES

It is agreed that Union representatives shall have access to the various work sites under control of the Agency, during work hours, to ascertain whether this Agreement is being properly observed, providing there is a minimum interruption of normal course of the operations at the various buildings


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under the Agencies control and all regulations of the Government are complied with and providing that all restrictions on access to secured areas are strictly observed. It is mutually understood that the Employer has no control over who can visit a site, as this control is solely with the Agency.

ARTICLE 9
RELEASE OF INFORMATION

1. The Union agrees to provide each employee in the bargaining unit with a copy of this Agreement.
2. The Employer and the Union agree that they will make available to each other, upon reasonable written request, documents or information relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, except to the extent that such information may be considered privileged or confidential by either party. The requesting party agrees to pay any reasonable costs incurred in the compilation of information requested, if applicable.

ARTICLE 10
DISCIPLINE

1. The parties agree that discipline is a management right that has not been abridged, except as specifically stated herein. The parties further agree that discipline may only be imposed for just cause, as that term is traditionally used in the labor relation's context.
2. Just cause shall include, but not be limited to, MVM Standards of Conduct, ICE Performance Standards, Post Orders and such categories of misconduct as tardiness; absence without leave; failure to perform duties in a competent or conscientious manner; leaving a post; disobedience or insubordination; falsification of an employment application or any report or other document submitted to the Employer in the course of employment; malingering; engaging in a strike; theft; lying to a supervisor about any employment related matter; conviction or other adjudication of guilt, whether it results in a conviction or not, of a criminal offense or a serious traffic offense; or other misconduct of such a nature that it could negatively impact upon the reputation of the Employer or upon the ability of the employee to perform designated duties, or on the ability of the Employer to keep or perform the security contract with the Agency (conduct unbecoming). Progressive discipline may be employed for relatively minor offenses such as tardiness, but need not be employed for more serious offenses.
3. The failure of any employee to comply with a mandatory condition of employment imposed by the Agency issuing the security contract, such as security status, physical requirements, failure to maintain a valid guard card, shall be just cause for termination, regardless of whether the failure is the result of any culpable misconduct on the part of the employee.



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4. Discipline actions will follow standard recognized disciplinary procedures:
 - a.) Verbal warning
 - b.) Written warning
 - c.) Final written warning
 - d.) Suspension with probation period or termination.

NOTE: Depending on the severity of the infraction, any step in the disciplinary process can be skipped.


5. Anytime an employee is to be interviewed where there may be any disciplinary action taken, the employee will be advised of his right to Union representation to be present at the interview. Any waiver of these rights will be made in writing and signed by the employee. Both the employee and his Union representative will be advised as to the nature of the Company's allegations of misconduct by the employee, and will be allowed to consult privately prior to the interview.
6. Any meeting for disciplinary action requested by the Company that exceeds an eight (8) hour shift for those employees required to be present will be compensated for the reasonable time spent. If a Union representative is present he/she will not be compensated.
7. The Company agrees to immediately investigate Union reports of employee behavior where grounds for possible termination for cause may exist. The Company further agrees that upon completion of the investigation to discuss its findings with designated Union officials.

ARTICLE 11

HOURS OF WORK, OVERTIME, PAY PERIODS, AND CLASSIFICATIONS

1. The workweek shall start on 0001 Sunday and end on 2400 Saturday. Employees may be required to work shift work and to change shifts to meet operational needs. Overtime will be paid at the rate of one and one-half (1 and ½) for all work in excess of forty (40) hours in any one week. Hours paid that are not worked, e.g. holidays, sick days, and vacations, do not count as hours worked for overtime purposes, this includes hours spent conducting union business.
2. No employee shall be required to work more than twelve hours in any twenty-four hour period, except for an operational emergency.
3. Wages shall be paid every two (2) weeks.
4. For an employee to be classified as "full-time," they must work forty (40) hours per week on a consistent basis.


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5. Employees who are classified as "part-time" and who are regularly scheduled to work less than forty (40) hours per work week shall be considered as "part-time."
6. New employees (hired from outside the existing work force at SPPC) shall be deemed to be on a probationary trial basis for the first 180 days of their employment regardless of their classification.


ARTICLE 12
BULLETIN BOARDS

The Employer shall allow the Union the use of a bulletin board at a building location under the control of the Agency, to be used for Union notices and literature. It is mutually understood that the Employer has no control over the use of the bulletin board; this control is solely with the Agency. The placement of any material that is derogatory toward any employee of Employer or the government, Anti-Government, Anti-Company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards.

ARTICLE 13
SAFETY PROVISIONS & PAY FOR TIME LOST

1. The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness.
2. Should a worker be injured on the job, he/she shall be paid for the remainder of the shift if the injury requires medical attention and/or hospitalization that would preclude the employee from returning to his or her post to perform regular duties. Thereafter, the Worker's Compensation Board shall determine the employee's compensation.


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ARTICLE 14
WITNESS PAY

If any employee is called as a witness in a court proceeding regarding a crime committed on the facility, then he/she shall be paid for all time required to attend the court proceeding. This article will not apply if the Employee is the defendant. Court proceedings shall include necessary conferences with prosecutors.

ARTICLE 15
VACATION

1. No vacation time accrues until after an employee has completed one year and one day of continuous employment with the Employer. Thereafter, employees who work fulltime (scheduled average of 40 hours per week per year) excluding vacation and personal hours shall receive:
 - A. Eighty (80) hours per year vacation for the second year of employment to commence one day following the employee's anniversary date.
 - B. One hundred twenty (120) hours per year vacation for the five years continuous service to commence one day following the employee's anniversary date.
 - C. One hundred sixty (160) hours per year vacation for ten years continuous service, to commence one day following the employee's anniversary date.
2. Consistent with Company approval, efficiency, and economy of operations, employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each.
3. When a holiday occurs during an employee's vacation hours, the employee shall be granted the eight (8) hours allotted for the holiday in vacation or pay in Lieu thereof, at the option of the employee.
4. Part-time employees shall accrue vacation leave on a pro rata basis pursuant to the same schedule provided for full-time employees in this Article.
5. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; the assignment however is exclusively reserved for Employer in order to ensure the orderly operation of the government facility.

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ARTICLE 16
SICK/PERSONAL LEAVE BENEFITS

1. Employees with one (1) year of continuous service (excluding initial training) shall be eligible for sick/personal leave benefits of eighty (80) hours each calendar year accrued on a pro-rata basis for each month worked (including holidays off and vacation hours taken). Accrual shall begin on the first year's anniversary day. Eligible hours will be subject to the following:
 - A. Sick leave will be payable for absences due to illness commencing on the first (1st) day of illness and will not be paid for more than eight hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime. All accrued hours of sick/personal leave shall be payable to an employee utilizing the benefit for sick time.
 - B. A physician's certificate of disability or illness will be required by the Company after three consecutive days of absence.
 - C. Eight (8) hours of each employee's accrued and unused sick/personal leave may be carried over to the employee's next calendar year of service. The Company will pay each employee for his or her remaining unused hours leave at the end of each calendar year.
 - D. Personal leave will be provided so long as the employee provides the Company with a written request at least seven (7) days in advance and the work schedule for maintaining service to the Agency permits. The first employee requesting a particular day shall be approved. Sick/Personal Leave may not be used to extend a vacation or time off in connection with a holiday.
 - E. The Company will allow employees to utilize accumulated hours of sick/personal time in four (4) hour blocks when given an advance notice of seven (7) days by written request. Sick personal time may be taken in hourly increments in cases of emergency or sudden illness.

ARTICLE 17
LEAVES OF ABSENCE

1. **Personal** - An unpaid leave of absence may be granted at the Employer's sole discretion for verifiable extenuating circumstances for a period not to exceed 30 days, in any twelve month period. All requests for leave must be done in writing and approved at least seven (7) days prior. Emergencies will be handled on a case by case basis, but employee should contact their immediate supervisor no later than twenty (24) after they were scheduled to be at work. All accrued paid leave must be exhausted before an unpaid Personal Leave will be granted.

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2. An employee may be granted a leave of absence (unpaid) not to exceed 12 work weeks under the provision of the Federal or State Family Medical Leave Act (FMLA). The Employer may require periodic renewals of disability certificates. Employees who are injured at work shall be subject to applicable Workers Compensation procedures. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work. An employee who calls off sick for more than two (2) consecutive work shifts will be required to supply a doctor's certificate. An employee who fails to call in due to unscheduled absences for three (3) consecutive scheduled workdays shall be considered as a voluntary termination.
 - A. The Employer may require the employee to obtain a second opinion or to furnish additional medical documentation to support a request for a non-work-related medical leave of absence.
 - B. Requests and approvals for all unpaid leaves of absence must be in writing.
 - C. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within 5 days of receipt of such orders.
 - D. All leave of absence under this Article is without pay, benefits, or allowance.

ARTICLE 18
HOLIDAYS

1. Except as otherwise provided in paragraphs 3 and 4 of this Article all full-time employee will receive eight (8) hours holiday pay for the following twelve (12) holidays, whether the holiday is worked or not:

*New Year's Day	*Thanksgiving Day
*Independence Day	Martin Luther King Jr. Birthday
Veteran's Day	*Memorial Day
Employee's Birthday	Columbus Day
Presidents Day	*Christmas Day
*Labor Day	Good Friday
2. All holidays will be observed and paid on the day that the Federal Government recognizes the holiday.
3. The employee who works on any of the named holidays shall be paid, in addition to holiday pay his or her regular hourly wage for hours worked that day. The employee who is requested and agrees to work on any of the named holidays but fails to report for work for such holiday shall not receive holiday pay, and shall be subject to discipline. The


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employee must also work his scheduled day before and scheduled day after the holiday to receive the holiday benefit, unless otherwise excused.

4. The employee who works on new Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid time and one-half (1 ½) holiday pay for each such holiday worked.
5. In the event the President of the United States or the U.S Congress should enact a new federal holiday, it will automatically become part of this Agreement and will be paid under the provisions of this Article; to include any day designated by either Federal Statute Executive Order or by Presidential Proclamation.

ARTICLE 19 **REDUCTION IN WORK**

In the event of a reduction in the work force, employees shall be laid-off in accordance with length of service (seniority): the least senior employee shall be laid-off first, provided however, that the remaining employees are available and capable of performing the required duties. Recall shall be in the inverse order of layoff.


ARTICLE 20 **GRIEVANCE PROCEDURE**

Grievances - A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the express items of this Agreement. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether by the Union or by the Employer, either by phone or in person.

Step 1. Within 5 working days after occurrence of the grievance, an earnest effort shall be made to settle the dispute, by the employee and/or his Union Representative, and the Employer.

Step 2. If the matter has not been satisfactorily resolved within 5 working days, the grievance shall be reduced to writing and presented to the Employer by the employee or the Union Representative. The written grievance shall include the subject matter (nature) of the grievance, the date of the grievance, a concise statement of the facts giving rise to the grievance, the Article or Articles of this Agreement allegedly violated, and the remedy requested. The employee and/or the Union Representative and the Employer shall meet as soon as mutually convenient to make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the resolution shall be reduced to writing and signed by the employee, the designated Union


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Representative and the Employer. If no settlement is reached, the Employer shall give a written answer to the grievance within 5 working days after the date of such meeting.

Step 3. If the grievance is not satisfactorily resolved during Step 2, it may be submitted to arbitration by either party upon written notice to the other within 10 working days from the date of the Employer's final answer in Step 2 of the grievance procedure. Such written notice shall specify the matter in dispute, the Article or Articles of this Agreement alleged to have been violated and the remedy sought. The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.

Arbitration

- A. The Arbitrator shall be selected from a panel of five (5) proposed arbitrators submitted by the Federal Board of Mediation, the American Arbitration Association, or an arbitrator mutually agreed to by both parties. The arbitration shall be conducted under the auspices of and in accordance with the rules of said Board or Association.
- B. Each dispute shall constitute a separate arbitration proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated.
- C. The Arbitrator shall have full authority to decide the issue or issues in dispute, to include remedy, except that he/she shall not have authority to amend, alter, modify or to add to, or subtract from, the provisions of Agreement. The Arbitrator's decision and award shall be made in writing and shall be final and binding upon the parties. The decision and award shall be issued within 30 days after the hearing is concluded, to include the filing of briefs if briefs are filed.
- D. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice hereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.
- E. The fees and expenses of the arbitration shall be paid by the losing party.
- F. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this section.
 1. Nothing contained herein shall be constructed to circumvent the right of any employee to take a grievance up with the Employer and have same settled without the intervention of the Union, provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a


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representative present at the time of settlement. However, only the Union can take a case to arbitration on behalf of an employee.

2. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within 10 working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.
3. No grievance shall be filed or processed if it concerns a matter occurring more than 5 working days prior to the date of the filing of the grievance and no grievance settlement shall be retroactive to a date more than 5 working days prior to the filing of the grievance.
4. In the event the Employer is prevented by the Agency from reinstating an employee after an arbitration decision in favor of the employee, the Employer will place the employee in another facility at the hourly wage rate prevailing at that facility, providing there is a position available at the time the Employer is notified of the client's decision. Union representation would not apply after leaving the Agency facility. In the event that the Agreement expires or is otherwise terminated, any grievances that have not yet been heard by arbitration are no longer arbitral.

ARTICLE 21
WAGE AND BENEFIT RE-NEGOTIATIONS

1. If either party wishes to renegotiate the wages or benefits set forth in the Appendices hereto, written notice of intent to renegotiate must be sent to the other party and negotiations must be completed no later than 90 days prior to the expiration of the contract year of the contract between the Employer and the Agency, in order that the renegotiated wages and benefits may be incorporated into the Employer's contract with the Agency.
2. Such renegotiated wages and benefits which are incorporated as part of the Employer's contract with Agency shall become effective on the first day of the following contract year. The results of the negotiations for each contract year shall be set forth in the schedule, which is annexed hereto and made a part hereof as an Appendix. The term "contract year" refers to the anniversary date set forth in the contract between the Employer and the Agency.


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ARTICLE 22
WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT


1. This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union after exercise of the right to bargain collectively. Changes in this Agreement whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union, upon mutual agreement.
2. During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter that could be the subject of bargaining. Except as specifically set forth elsewhere in this Agreement, during the term of this Agreement the Union expressly waives its rights to require the Employer to bargain collectively over any matters as to which the NLRB imposes an obligation to bargain, whether or not such matters were actually discussed between the Employer and the Union during the negotiations which resulted in this Agreement.


ARTICLE 23
WAGES

1. Employees covered by this Agreement shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" hereof.
2. In the event an employee reports for work for his or her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his or her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.

ARTICLE 24
HEALTH AND WELFARE

1. Pension Funds: Employees will be eligible for the MVM 401k plan in accordance with the plans Summary Plan Description and plan design. Pension payments shall be provided by the Employer on behalf of the Employees at the rate set forth in Attachment A to this Agreement, which is attached hereto and incorporated herein by reference. All pension funds will be deposited into the MVM 401k plan as a Qualified Non Elective Contributions (QNEC).
2. Health Plan (Health and Welfare Funds): To be eligible for the Employer provided Health Plan the employee must be classified as full-time and must have completed thirty (30) days of continuous service. The Health and Welfare Funds will cover the payment of the individual


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coverage for the employee. Coverage of dependents will be paid by the employee per the schedule indicated below. The Employer reserves the right to adjust the dependent coverage cost by notifying the Union, in advance, during the plan year. Premium changes will become effective February 1 of each calendar year. If the Employees do not participate in the Employer provided Health Plan, the Health & Welfare Funds will be deposited into the MVM 401k Plan for those employees classified as part-time. Health and Welfare funds will be paid as cash to any full-time employee who can demonstrate that they have health care coverage elsewhere.

<i>Kaiser Health Plan</i>	
Coverage Category	EMPLOYEE Contribution
Employee	\$0.00
EE + Child	\$113.39
EE + Children	\$113.39
EE + Spouse	\$177.65
EE + Family	\$452.10

3. All Employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required Employee contribution toward health and dental coverage.
4. All Employees who are not eligible for Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan, which may be greater than the premiums indicated in paragraph B above.
5. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about the aforementioned health and welfare plans; however, no Employer-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

ARTICLE 25
BEREAVEMENT LEAVE

1. If it is necessary for an employee to lose time from work due to the death of an immediate family member, the employee shall be eligible for up to three (3) days paid leave of absence at his or her straight time rate of pay. If the death in the immediate family occurs among a member of the family who resides out-of-state, the employee shall be eligible for up to five (5) days paid leave of absence at the employee's straight-time rate of pay.

2. Immediate family is defined as the employee's father, step-father, mother, step-mother, spouse, sister, brother, children (including legally adopted children and / or stepchildren) father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.
3. The Company may require proof of the death for which the employee requests paid leave.

ARTICLE 26
JURY SERVICE

1. Employees under this Agreement with one or more years of continuous service will be reimbursed up to ten (10) days in any one calendar year for any loss of income during their otherwise scheduled work week due to time spent on jury service.
2. Any jury fees received by the employee shall offset said reimbursement. Employees must inform management immediately upon receiving a notice for jury service. All documentation regarding such service must be provided immediately following jury service prior to reimbursement by the Company. The Company reserves the right to request an exemption when the Company decides that the employee's absence would create a hardship.

ARTICLE 27
SAVINGS CLAUSE

1. Should any part of this Agreement, or any portion therein, be rendered or declared illegal, invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet, and if possible, to negotiate substitute provisions for such parts of portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration. The remaining parts and provisions of the Agreement shall remain in full force and effect.


ARTICLE 28
CONTRACT CLOSURE/RE-ASSIGNMENT – FINAL PAY

In the event of contract closure or re-assignment of the contract, the Employer will pay ending payroll and accrued benefits no later than the five (5) days following said closure or reassignment.

ARTICLE 29
EQUAL OPPORTUNITY/NON-DISCRIMINATION

1. The Employer shall not discriminate against any employee because of his/her membership or non-membership in the Union, nor shall the Employer restrain or coerce any employee in the exercise of any rights granted by law or under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted by law or under this Agreement.
2. The Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, or national origin. This provision shall protect all employees in all phases of their employment, including hiring, upgrading, promotion, demotion, transfer and selection for training.
3. The Company and the Union agree no to discriminate against any employee because of the employee's exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, as amended.


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ARTICLE 30
TERMS OF AGREEMENT

This agreement shall remain in effect from August 1, 2007 through August 30, 2010, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, or modify this Agreement by mailing written notice to the other party.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this agreement on behalf of themselves and their principle and affix their hand and seal.

Executed this 13th day of August 2007


 8-14-07

MVM, Inc.
Dina L. Evans, CLRP
Director, Human Resources

United Government Security Officers of America (UGSOA)
Michael Hough, International Vice-President

 8-17-07

SPPC Local 824, UGSOA
John J. Garzone, Acting Local President




SPPC Local 824, UGSOA
Vance A. Reitz, Acting Local Vice-President


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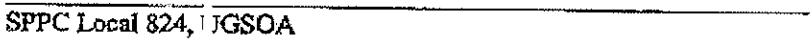
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Vance A. Reitz, Acting Local Vice-President

**APPENDIX A
ECONOMIC PROVISIONS FOR
UGSOA LOCAL 824, ICE SAN PEDRO**

Listed below are the wages and benefits for each year of this Agreement:
Effective Fiscal Year Beginning September 25.

	Current	9/25/2007	9/25/2008	9/25/2009
Lead Detention Officers	\$25.92	\$29.92	\$31.11	\$32.04
Uniform Allowance	\$0.56	\$0.56	\$0.56	\$0.56
Health & Welfare	\$3.09	\$3.20	\$3.40	3.60
Pension	\$1.42	\$1.42	\$1.42	\$1.42
Holidays (Days)	12	12	12	12
Sick/Personal (Hours)	80	80	80	80
Shift Differential 1400-2200	\$0.60	\$0.60	\$0.60	\$0.60
Shift Differential 2200-0600	\$0.85	\$0.85	\$0.85	\$0.85
Vacation				
2 weeks after 1 year (Hours)	80	80	80	80
3 weeks after 5 years (Hours)	120	120	120	120
4 weeks after 10 years (Hours)	160	160	160	160

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 09/11/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L147	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) M V M INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 0380495320000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006 10B. DATED (SEE ITEM 11) 11/29/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 95-3396082

DUNS Number: 038049532

COTR/Program POC: Clifton Anderson

Finance POC: Laura Quezada

This administrative modification is issued to add Clifton Anderson as COTR and remove Jerry Petrey Jr. as the COTR for this contract. There are no other changes at this time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Sheryl Wright</i> (Signature of Contracting Officer)
		16C. DATE SIGNED 9/14/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 09/24/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-S-1010	5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICE/DE/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Rosemarie Mendoza Laguna Niguel CA 92677	CODE ICE/DE/DC-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (Inv., street, county, State and ZIP Code) H V H INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 221822249		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0006		
		<input type="checkbox"/> 10B. DATED (SEE ITEM 11) 11/06/2007		
CODE 0380495320000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	<p>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</p> <p>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p>D. OTHER (Specify type of modification and authority) X FAR 52.222-41 and FAR 52.222-43</p>			
E. IMPORTANT:	Contractor is not. is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>Tax ID Number: 95-3396082 DUNS Number: 038049532</p> <p>COTR/Program POC: Clifton Anderson Finance POC: Laura Quezada</p> <p>Pursuant to FAR 52.222-41 Service Contract Act of 1965, As Amended (May 1989) and FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Years and Option Contracts) (May 1989), the purpose for this modification is to incorporate an equitable adjustment for the revised wage determination stated in Modification P00019. The adjustment period is retroactive to September 24, 2007. Funding for the adjustment will</p> <p>Continued ...</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print) Joseph M. Wright, Esq.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 11/7/07	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/7/07

NAME OF OFFEROR OR CONTRACTOR
M V M INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>be in incorporated via Modification P00001 on Task Order HSCEOP-07-J-00659.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's request for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this Department of Labor Wage Determination.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$502,234.40 New Total Amount for this Version: \$4,282,756.10 New Total Amount for this Award: \$68,134,660.90</p> <p>CHANGES FOR LINE ITEM NUMBER: 5001 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from b4 to b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 5002 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from b4 to b4</p> <p>FOB: Destination</p> <p>As result of the above changes, the total contract amount including the Base plus all option years is changed from \$67,632,426.50 to \$68,134,660.90, resulting to a net increase of \$502,234.40.</p>				