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Description of document: **US Department of Justice United States Marshals Service Court Security Officer Contract for 3rd Judicial Circuit at Philadelphia, PA [for Delaware, New Jersey , Pennsylvania, District Court of the Virgin Islands (appellate jurisdiction)] with MVM Inc., Vienna, VA (CSO Contract DJMS-08-D-0011), August, 2008**

Requested date: 10-March-2008

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Office of General Counsel
Department of Justice
United States Marshals Service
Washington, DC 20530-1000
(202) 307-9054
[FOIA E-Mail](#)

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March 10, 2008

William E. Bordley, Associate General Counsel
Office of General Counsel
United States Marshals Service
Department of Justice
CS-3, 12th Floor
Washington, D.C. 20530-1000

FOIA REQUEST

Dear Mr. Bordley:

I am requesting a copy of the **Judicial Security Contract** for each of the following Circuits:

- Third Judicial Circuit
- Fifth Judicial Circuit
- DC Circuit

Please provide a searchable electronic copy of these records on a CD-ROM.

I am requesting a fee waiver, as the disclosure of the requested records will contribute significantly to public understanding of government operations and/or activities. This information will be widely distributed, free of charge, to FOIA and investigative reporting news groups.

If any records are withheld or redacted, please include a "Vaughn Index" (1).

If you have any questions, please call me.

Thank you,

(1) VAUGHN INDEX - The term "Vaughn Index" originated from *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), cert. denied, 415 U.S. 977 (1974), wherein the court rejected an agency's conclusory affidavit stating that requested FOIA documents were subject to exemption. *Id.* at 828. "A Vaughn Index must: (1) identify each document withheld; (2) state the statutory exemption claimed; and (3) explain how disclosure would damage the interests protected by the claimed exemption." *Citizens Comm'n on Human Rights v. FDA*, 45 F.3d 1325, 1326 n.1 (9th Cir. 1995). This detailed affidavit " 'permit[s] the court system effectively and efficiently to evaluate the factual nature of disputed information.' " *John Doe Agency v. John Doe Corp.*, 493 U.S. 146, 149 n.2 (1989) (quoting *Vaughn*, 484 F.2d at 826).



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

March 10, 2008

RE: Freedom of Information/Privacy Act Request No. 2008USMS11658
Subject: Judicial Security Contracts (third and fifth judicial circuit, DC circuit).

Dear Requester:

The United States Marshals Service is in receipt of your Freedom of Information/Privacy Act request for records maintained by this Bureau. We have commenced a search for documents responsive to your request and will contact you when our processing is complete.

Although we are unable to determine at this time the amount of fees to be charged to you, if any, the filing of your request constitutes your agreement to pay all applicable fees that may be charged under 28 C.F.R. § 16.11 or § 16.49, up to \$25.00. You will be notified as soon as practicable if the estimated or actual fee for satisfying your request exceeds \$25.00.

If you should have any questions, please contact Gerleta Foreman at (202) 307-8565.

Sincerely,

Gerleta Foreman
for

William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

May 5, 2008

Re: Freedom of Information Act (FOIA) Request No. 2008USMS11658

The United States Marshals Service (USMS) is responding to your request for a copy of the judicial security contracts for the 3rd, 5th, and DC Judicial Circuits.


Pursuant to your request, the USMS conducted a search of its files and established that the USMS contracts with MVM, Inc. (No. DJMS-08-0011 - 3rd circuit); and Inter-Con Security Systems, Inc. (Nos. DJMS-08-0013 - 5th circuit and DJMS-08-D-0015 - 12th (DC) circuit) are responsive to your request. We have determined to grant you access to these contracts, consisting of 1,205 pages. The requested records are being provided to you on the enclosed CD, as you requested.

Section B Specification and Pricing Sheets incorporated into the contracts were excluded. Please advise us in writing if you seek access to this information. If so, we will initiate the business submitter notification procedures pursuant to 28 C.F.R. § 16.8(d) and (f) to provide the submitters an opportunity to object to disclosure of Section B Specification and Pricing Sheets and correspond with you accordingly. Should the business submitters object to disclosure, be advised that the review process may be time consuming and may require payment of (substantial) review fees. Also, an advance payment may be required before processing begins. Please note, you must pay review fees even if you receive little or no material. See 28 C.F.R. §16.11(b)(7). Accordingly, your written request for Section B Specification and Pricing Sheets should include your agreement to pay all fees associated with your request.

Page Two

If you have any questions, please contact Arleta D. Cunningham by telephone at (202) 307-9052.

Sincerely,

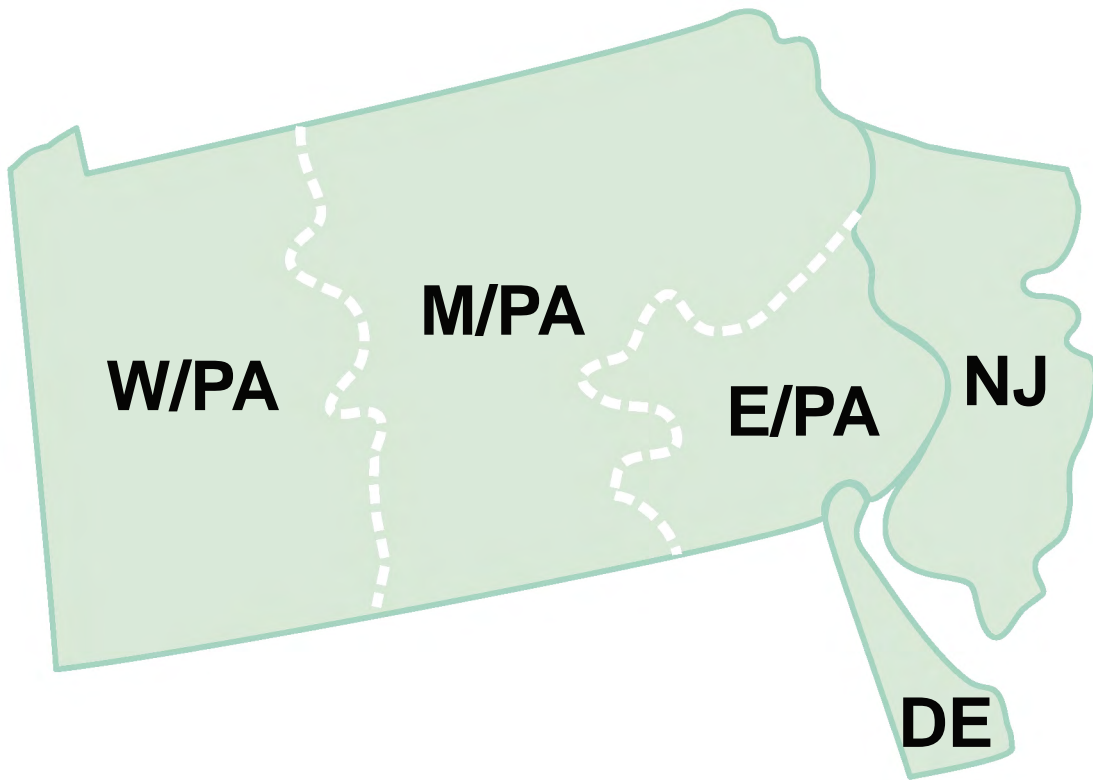

for William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel

Enclosure



3rd Judicial Circuit

CSO Contract DJMS-08-D-0011



MVM, Inc.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1 OF PAGES 136
2. CONTRACT NUMBER DJMS-08-D-0011	3. SOLICITATION NUMBER DJMS-07-R-0011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED August 3, 2007	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Headquarters United States Marshals Service Office of Security Contracts, Suite 702, Crystal 4 Washington, DC 20530-1000		8. ADDRESS OFFER TO (if other than from 7) Same as item #7 Attn: Mr. Franklin Miles			

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

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if furnished, at the depository located in SEE SECTION L until 5:00PM EST local time SEPTEMBER 6, 2007 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section I, 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:	NAME FRANKLIN MILES	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 307-5015 EXT.	C. E-MAIL ADDRESS FRANKLIN.MILES@USDQJ.GOV
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I. TABLE OF CONTENTS									
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OFFER (Must be fully completed by offeror)

NOTE: Item 2 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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 (%) N/A	20. CALENDAR DAYS (%) N/A	30. CALENDAR DAYS (%) N/A	CALENDAR DAYS (%) N/A
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers, and related documents received and acted):	AMENDMENT NO. DATE	AMENDMENT NO. DATE	AMENDMENT NO. DATE	AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR MVM, Inc. 1593 Spring Hill Road, Suite 700 Vienna, VA 22182	15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.	15D. SIGNATURE <i>Thomas S. Lampier</i>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) THOMAS S. LAMPIER SR. VP BUSINESS DEVELOPMENT	18. OFFER DATE 16 JAN '08
---	--	---	--	---	------------------------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 3rd Judicial Circuit	20. AMOUNT See Attached	21. ACCOUNTING AND APPROPRIATION N/A
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 16 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(d)	23. SUBMIT INVOICES TO ADDRESS SHOWING #14 copies printed (otherwise unit-void)	ITEM See Cont Sheet
24. ADMINISTERED BY (if other than item 7) See Item #7 Abover	25. PAYMENT WILL BE MADE BY See Continuation sheet of SF 33	
26. NAME OF CONTRACTING OFFICER (Type or print) Franklin Miles	27. UNITED STATES OF AMERICA <i>Franklin Miles</i>	28. AWARD DATE FEB 14, 2008

Continuation Sheet for SF 33 (Numbers below correlate with numbering)

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

<u>Amendment No</u>	<u>Date</u>
A015	8/17/2007
A025	8/30/2007
A026	8/30/2007
A027	9/08/2007
A037	9/14/2007
A039	9/25/2007

19. 1ST Judicial Circuit

20. This is an ID/IQ type contract. Requirements are defined by Task Orders. The minimum ordering quantity is defined in Clause H-10.

21. Specified in the individual Task Order.

23. Item 7 and individual Task Order.

25. See Task Orders

PART I – SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES / COSTS

B-1 DESCRIPTION OF SERVICES

- (a) The Contractor must provide all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided) and plan, schedule, coordinate, and assure effective performance of security services at the place of performance in accordance with the terms, conditions and statement of work.
- (b) The pricing for services required by Lead Court Security Officers (LCSOs), Court Security Officers (CSOs) and Site Supervisors have been divided into three separate categories that are defined below. The category of start-up cost is **not applicable** to the services for **site supervisor**. The categories are as follows:
 - (1) Basic Rate - Rate for all court security services performed, except overtime, Sunday through Saturday, including holidays if the courthouse should be open. Medical exams and weapons training are allowed 2 hours each and billable at the Basic Rate. The 8-hour training is billable at the Basic Rate.
 - (2) Start-up Cost – The Start-up Cost includes *all* yearly Contractor expenditures for LCSO and CSO uniforms, weapon qualifications, range costs, and medical examinations required to demonstrate that the individual meets the minimum medical standards.

The Government is responsible for paying the actual start-up cost for each LCSO and CSO for each contract period up to the limit specified herein. These start-up costs are applicable when:

- (a) the Contracting Officer enhances the number of positions; or
- (b) the Contractor is required to hire replacement pursuant to one of the conditions stated in Section C-8, *Turnover*.

For LCSOs or CSOs who have started work less than four months prior to the new contract period the Contractor is not entitled to the start-up cost.

All start-up requirements for new uniforms, weapons, and medical qualifications must be completed for all personnel annually, except those having come on board during the previous four months.

If the contractor uses the USMS range for weapons qualification, the amount proposed for the weapons qualification portion of the start-up cost will be deducted from the contractor's invoice.

- (3) Overtime Rate - The Government will pay overtime when the LCSO or CSO is required by the Contracting Officer's Technical Representative (COTR) and approved by the Contracting Officer to work more than a 40-hour work week. (See Section C-26, *Overtime and Holiday Performance*.) For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday.
- (c) Wage Determination (WD): In order to ensure a stable and experienced workforce, the prospective contractor must, at a minimum, maintain the wages and benefits currently paid to the incumbent Lead Court Security Officers and Court Security Officers covered under a Wage Determination. The most current wages and benefits for each LCSO and CSO covered under a Wage Determination are included in Section J.
- (d) Collective Bargaining Agreement (CBA): Any valid CBA will be incorporated into the contract and the offeror must propose in accordance with the Service Contract Act as it applies to Collective Bargaining Agreements.
- (e) Labor Escalation

After contract award, the USMS intends to request that the contract have the LCSO category conformed by the Department of Labor in accordance with the Service Contract Act. LCSO rates will then be governed by Wage Determinations. The National Labor Relations Board (NLRB) has twice issued decisions indicating that LCSOs are not considered management personnel and should be included in any collective bargaining agreements. However, there is no guarantee that LCSOs will be conformed by DOL or that it will be completed by October 1, 2007 to be included in the first or subsequent option year price adjustments. Once conformed, the offeror will be entitled to a price adjustment in accordance with the Service Contract Act.

B-2 PRICING SCHEDULES

The pricing schedules for the Judicial Circuit and each facility in the circuit requiring support is provided in attachment I (C) . The positions are estimates for planning purposes only. The requirements (CSOs, LCSOs and Site Supervisors) to be furnished are determined by task orders issued against this contract. The task orders requirements may be higher or lower than the estimates for positions cited in attachment I (C).

B-3 ESTIMATED QUANTITIES

- (a) The Government will order and the Contractor must furnish the stated minimum quantity of supplies or services as described in Section H-10, *Quantities for Minimums and Maximums*.
- (b) The Government's estimated ceiling will be specified in each individual task order.
- (c) The Government reserves the right to remove services from any individual district, as long as this removal does not cause the Government to fail to order the guaranteed minimum number of hours under the contract.

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SECTION C

DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C-1 BACKGROUND

- (a) One of the major responsibilities of the United States Marshals Service (USMS) is to ensure the safety of all federal courts and court employees against unauthorized, illegal, and potentially life-threatening activities. For more than two decades, the USMS has sought the services of the private sector to provide highly qualified and skilled individuals to assist in this effort. These individuals are traditionally known as Court Security Officers (CSOs), and their duties are classified as court security services. Individuals hired to perform as a result of an Interagency Acquisition Agreement are designated as Special Security Officers (SSOs). Agencies authorized to acquire SSO services under such agreement are listed in Attachment 5(A) under Section J. These agencies perform limited contract and all administrative functions such as background investigations and medical qualifications for their respective SSOs.
- (b) The Judicial Security Division has responsibility for coordinating federal court security activities throughout the United States and its territories.

C-2 SCOPE

The Contractor must provide all necessary personnel, management, supervision, administrative support, office facilities, transportation, materials, supplies, office equipment, and clothing not provided by the Government (See Section C-27, *Government Furnished Property*), to perform court security services for the USMS. During the term of this contract, including any extensions, the security coverage required may change (increase or decrease) as deemed necessary by the Government.

C-3 CONTRACTOR PERSONNEL AND PERFORMANCE REQUIREMENTS

- (a) Contract Manager:
 - (1) Managing the requirements of this contract is considered a critical function. For that reason, the Contractor must provide and solely dedicate a highly skilled and experienced Contract Manager for each circuit specified under this contract. The Contract Manager

must:

- (i) Have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.
 - (ii) Have authority to supervise all individuals working under this contract.
 - (iii) Be available to the Government on a 24-hour basis, by way of a pager and telephone, to ensure Contractor response in the event of an emergency or other exigent circumstance.
 - (iv) Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of CSOs.
 - (v) Ensure all contractor employees perform all duties and requirements of this contract and comply with the performance standards mandated in Section C-14, *CSO Performance Standards*.
 - (vi) Serve as the main point of contact for the Government to discuss technical and security related requirements, which includes receiving and executing daily technical direction from the Contracting Officer's Technical Representative (COTR).
- (2) The minimum qualifications of the Contract Manager are as follows:
- (i) Be a citizen of the United States of America;
 - (ii) Be able to read, write and speak the English language fluently;
 - (iii) Possess a Bachelor's degree or have five years of managerial experience with projects similar in size and scope to this contract;
 - (iv) Be able to pass the background investigation mandated for CSO applicants (See Section C-18, *Background Investigation Requirements and Procedures*);

- (v) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (3) When the Contract Manager is unavailable for any reason, the Contractor must designate someone to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must meet the stated Contract Manager's minimum qualification requirements.
- (4) The Government will review and approve the Contractor's recommendation for all Contract Managers. The Contractor must notify the Government, in writing and in advance, if any change in the Contract Manager's position will occur or has occurred. A copy of this notification must be provided to the Chief, Office of Court Security, the Contracting Officer, and the COTR. Such notification must outline the details of the change, include the effective date(s) of the change and must specify changes in information which might affect the Government's ability to contact the Contract Manager. The notification must also include any new essential information, i.e., Contract Manager's address, telephone, and pager numbers.
- (5) Contract Manager is not required to meet the CSO medical standards, weapons qualifications, and uniform requirements stated below.
- (h) Site Supervisor(s):
 - ((1) The Contractor must provide a Site Supervisor for the Districts and at the site indicated in accordance with the task orders issued for security services. The Government may add or delete the requirement of a Site Supervisor position at any location and at anytime during the performance of this contract. Site Supervisor positions are considered part of the Contractor's managerial staff and perform as direct line supervisors. Primarily, the Site Supervisor(s) must oversee and manage the day-to-day operations of the CSOs/LCSOs and maintain quality control of the security services performed by the CSOs/LCSOs. At a minimum, the Site

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Supervisor must visit each facility within a district where CSOs/LCSOs are assigned at least three times per quarter. Additional visits may be required if directed by the Government. The Government may use the following guidelines/criteria for requiring Site Supervisors:

- A district having at least 50 positions. If a district meets this criterion, there is no minimum limit on the number of sites.
 - A district has at least 30 positions and three or more sites
 - A district has more than five sites
- (2) If a District meets one of the above criteria during the life of the contract, the Government may, at its sole discretion, order a Site Supervisor by modifying the existing task order.
- (3) Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO/LCSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.
- (4) Site Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.

(c) Lead Court Security Officers (LCSO):

- (1) The Contractor must provide a LCSO at each court facility stated in Section B of this contract. For facilities designated to operate on a "24-hour" basis, the Contractor must provide three LCSOs, one to cover each of the three shifts in a work day.
- (2) The Contractor must require the LCSO to maintain and monitor all post performance required by this contract. In addition, the Contractor must require the LCSO to keep the COTR informed about post coverage, potential problems, and the actions that will be taken to correct the problem(s). The LCSO must also coordinate daily activities at their respective facility directly with the COTR to:

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- (i) act as liaison between the Contract Manager, Site Supervisor and the COTR;
 - (ii) provide direct supervision to all CSOs;
 - (iii) assure all posts are covered as directed by the Government;
 - (iv) assure all CSOs are present and in proper uniform;
 - (v) determine any changes that may be required in the District's daily routine; and,
 - (ii) assure all Government-issued equipment and property are accounted for.
 - (3) The LCSO is also required to function simultaneously as a full-time working CSO. When a LCSO is absent, the Contractor must designate an individual to act as and perform the responsibilities of the LCSO.
- (d) Court Security Officers (CSO):
- (1) The Contractor must provide qualified CSOs at each district facility designated by the Government. It is the express intention of the USMS to maintain consistency in CSO duties in order to provide the maximum amount of security possible. In this regard, the COTR in each district will provide the Contractor with post orders/standard operating procedures for each post assignment. In the event of an emergency, the Government may require the Contractor to cover posts and perform duties outside of the court facility. The Contractor must also ensure that all duties required of the CSO will be performed within the scope of this contract. At a *minimum*, CSOs will be required to perform the following:
 - (i) Entrance Control - The CSO must enforce the district's entry and identification system. This includes operating security screening equipment to detect weapons, contraband, and prohibited items, checking such items as handbags, briefcases, computers, packages, baby carriages, wheel chairs, etc. Any items confiscated during the screening process must be documented on a CSO Form 003, *Court Facility Incident Report*, (See Section J, *List of Attachments*) by the CSO and turned over to the COTR.

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The documentation must provide a thorough account of the confiscation. Upon completion, the CSO must provide the report to the COTR.

- (ii) *Roving Patrol* - The CSO must patrol court facilities and grounds of the facility in accordance with applicable post orders.
- (iii) *Stationary Post Assignments* - The CSO must stand guard at stationary posts. This may include monitoring closed circuit television, duress alarm systems or other such equipment, courtrooms, judges' chambers, and jury rooms.
- (iv) *Escort Duties* - For official purposes and when deemed necessary by the COTR, the CSO must provide armed escort services for judges, court personnel, jurors, and other designated individuals. Generally, this may include escorting an individual(s) to a garage or parking area, from one room to another, one floor to another, or from one facility to another facility. The CSO may also be required to travel and/or drive an individual in a Government-owned vehicle for official functions only. However, advanced authorization from the COTR is required for this security service. *Escort services for the movement and protection of money is strictly prohibited.*
- (v) *Garage Parking and Pedestrian Control* - Where applicable, the CSO must direct traffic and control lights on court facility properties, as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO must be tactful and courteous at all times when issuing warnings to individuals who violate facility-parking regulations. The CSO must also report abandoned vehicles to the COTR immediately.
- (vi) *Law and Order*
 - (A) In addition to the duties listed above, the CSO is responsible for detaining any person attempting to gain unauthorized access to Government property, or a court proceeding(s) or attempting to commit acts that imperil the safety and security of

Government employees, property and the public.

- (B) If a person is detained, the CSO must immediately turn the detainee over to the USMS and complete a CSO Form 003, *Court Facility Incident Report*. The CSO may be summoned as a witness to the incident.
 - (C) When a CSO serves as a witness to an incident that occurred during their official post assignment, the time doing so will be compensated as if the CSO actually performed their normal duties. In such cases, the Government will pay the Contractor the appropriate contract rate. If the Judiciary compensates a CSO for serving as a witness, the amount paid by the Judiciary must be reported by the Contractor to the COTR and deducted from the Contractor's invoice.
- (vii) Reports and Records - The CSO must prepare on a daily basis various reports and records regarding contract performance issues, such as labor hours worked (both regular and overtime hours), accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred within the court facility area. All reports and records prepared under this contract are law enforcement sensitive in nature and considered Government property. The Contractor must ensure that all reports are prepared in a complete and accurate manner and make them available to the Government for review at all times. The Contractor must prepare and submit all reports and records to the Government in accordance with the requirements stipulated in Section F, *Deliverables or Performance* of this contract.
- (viii) Court Attendance - The CSO must secure unattended courtrooms; inspect courtrooms prior to a proceeding; test security devices and report the findings to the COTR; and, perform other duties concerning security of the court area.
- (ix) Preserve Order - The CSO must provide security presence in the courtroom; enforce federal law and judicial orders within the courtroom; enforce local court rules regarding prohibited items and provide protection to court

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proceedings as circumstances dictate.

- (x) Telephone Usage - The CSO must utilize Government furnished telephones located at an official post only for the purposes of conducting the services required under this contract.
- (xi) Lost and Found - The CSO must turn over any articles found in a court facility or designated facility to the COTR.
- (xii) Performance Requirements for Level One through Four Proceeding – The U.S. Marshal of each respective district will classify the proceeding and determine when or if CSOs will be utilized. There are four different proceeding levels and each is based on the sensitivity and risk of the proceeding. They are defined below.
 - (A) Level I: The anticipated security risk of a particular civil proceeding is determined to be low or a non-hazardous situation—that is, there are no indications of potential disruptions or violence in the courtroom. This level also applies to criminal pretrial proceedings when the defendant is not present, provided there are no indications of a likelihood of disruption or violence in the courtroom. A Deputy Marshal is not required to be present.
 - (B) Level II: A particular civil proceeding is determined to be generally non-hazardous; still there are indications of the potential for disruption in the courtroom. All criminal proceedings and post-trial proceedings at which the defendant is present start at this level of anticipated risk. The U.S. Marshal, or designee, will determine the need for a Deputy Marshal to provide security in a Level 2 proceeding on a case-by-case basis.
 - (C) Level III: A particular criminal or civil trial or post-trial proceeding is determined to present a substantial opportunity for potentially disruptive or violent actions. One Deputy Marshal, at a minimum, is required to be present in this proceeding.

- (D) Level IV: A particular criminal or civil proceeding is determined to present a high risk of disruption or violence in and around the courtroom. This determination should be based on an assessment of indicators that collectively suggest that the proceeding constitutes a high potential for disruption or violence in or around the courtroom. More than one Deputy Marshal must be in the courtroom for this risk level.

(e) Lead Special Security Officers and Special Security Officers:

When authorized by the Chief, Office of Court Security, the Contractor must provide qualified Lead Special Security Officers (LSSO) and Special Security Officers (SSO) to perform the services required by this contract. These positions generally serve the security needs of special operations of the U.S. Marshals Service and other Federal agencies. Their titles are interchangeable with LCSO and CSO. All contract requirements (except as noted), contract rates, and the benefits established for the LCSO and CSO positions also apply to the LSSO and SSO, respectively. In addition, contract oversight of LSSO and SSO positions will lie with the respective Federal agency paying for those services.

C-4 AUTHORITY AND JURISDICTION

- (a) In order to facilitate the security services required herein, the Government, through the local U.S. Marshal, will deputize all CSOs performing under this contract with a limited special deputation. Such deputation is limited to the duties outlined and noted in the scope of this contract and does not establish an employment relationship with the USMS. This special deputation is effective only when the CSO is performing in an official contract capacity at the designated site authorized by the Government.
- (b) After a CSO has been deputized, the Government will issue a credential that must be carried when performing in an official CSO capacity at or between the federal work sites designated and authorized by the USMS. CSO credentials are issued for identification purposes only and are considered Government furnished property. When an individual is no longer performing as a CSO, the Contractor must immediately secure and return the credential to the COTR. The official CSO credential will be issued and controlled by the office of the Chief, Office of Court Security.

- (c) In accordance with provision H-3, *Removal of CSOs and Other Contractor Personnel*, misrepresentation or misuse of authority associated with the CSO's special deputation will be considered grounds to prohibit the individual from performing under this contract.
- (d) Under the authority of this special deputation, the U.S. Marshal may also require and authorize the CSO to transport Government issued firearms. When this task is required, the local U.S. Marshal will authorize and issue such task in writing and the Contractor must ensure that the CSO assigned to conduct the task receives and carries this written authorization while doing so.

C-5 POSITION AND STAFFING POST REQUIREMENTS

- (a) Changing Positions:
 - (1) Section B, *Supplies or Services and Price/Cost*, specifies the initial number of authorized positions at each court facility. The Contractor must fully staff the specified CSO positions by the official commencement date of this contract. A position requires the Contractor to provide security coverage 40-hours each week (Sunday through Saturday, in some cases), less Federal holidays and other days when the court is closed. The Government reserves the right to increase or decrease the positions and court facility locations, as deemed necessary, including reclassifying the positions from full-time to shared, or shared to full-time. Accordingly, the Government may increase the number of CSOs at any location set forth in Section B of the contract at the current hourly rate specified for that location or at a new location within the same USMS district.
 - (2) Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any district, unless agreed otherwise by the Contractor and the Government.
 - (3) The Contractor must provide CSO coverage by using a combination of full-time and shared positions. Full-time positions require a CSO to work a 40-hour workweek, 52 weeks per year, excluding holidays. Shared positions require two CSOs to work a combined total of 40-hours a week, 52 weeks per year, excluding holidays. The Contractor must require and schedule both CSOs to

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work each week and not permit a CSO in a shared position to routinely work a 40-hour workweek while the other shared CSO is off. Both CSOs filling the shared position must be available to be scheduled to work during the 40-hour workweek. The Contractor must use shared CSO positions to: (1) provide full staffing level coverage; (2) increase security levels, as needed; and (3) avoid unnecessary use of overtime.

- (4) Each facility generally includes a mix of shared and full-time positions. A shared position will be authorized based on a one-to-five ratio, unless otherwise directed by the Government. Deviation of this requirement may only be approved by the Chief, Office of Court Security, and directed by the Contracting Officer. Where a facility does not meet the ratio at time of contract award, the Government may reclassify the positions to meet such requirements. Classification of existing and new CSO positions may only be approved by the Chief, Office of Court Security.

(b) Post Relief:

The Contractor must provide adequate relief and continuous coverage for all post assignments. Abandonment of a post by a CSO or failure to perform the duties specified in this contract may be considered grounds for default and/or immediate removal of the CSO from performing under this contract. The Contractor must coordinate a schedule that ensures security levels are adequately maintained at all times, particularly during CSO breaks. Full-time CSOs are required to work 8-hours a day and will be permitted a paid 15-minute break during the first half of their shift and another paid 15-minute break during the latter half of their shift. In addition to the 8-hour work requirement, a full-time CSO will be allowed one unpaid 30-minute meal break. The meal break may not be considered as time worked. For shared positions, the CSO will only receive one paid 15-minute break when working a partial day.

C-6 TURNOVER

- (a) The Contractor must take necessary measures to minimize CSO turnover and ensure that all required CSO positions are filled in a timely manner. Except as stated below, the Government will bear start-up costs for each person performing in a CSO position required by this contract.
- (b) The Government will bear start-up costs to fill a vacant CSO position if the former CSO:

- (1) had been employed by the current Contractor as a CSO continuously for a minimum of 18 months under this contract;
 - (2) was disqualified as a result of findings that only could have been discovered during the Government's background investigation;
 - (3) died.
- (c) If the turnover occurred for any other reason than those stated above, the Contractor must bear the start-up costs.
- (d) When an authorized CSO position becomes vacant, the Contractor must, within 21 calendar days after the vacancy occurs, submit a new CSO application package to the Office of Court Security. The Contractor may fill the position by transferring an individual from an existing CSO position. If the Contractor opts to transfer an individual, the Contractor must do so and notify the Office of Court Security within the first 72 hours of the 21-day calendar day requirement. The Contractor must convey all vacancy and transfer notifications on a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*. After the 72-hour period, the Contractor will only be allowed to submit a new CSO application package during the remaining requirement period. Liquidated damages (See Section F) may be assessed if the Contractor fails to meet the 21-day requirement.

C-7 SUITABILITY REQUIREMENTS

- (a) The Contractor must take all necessary steps to assure that all individuals serving under this contract are reliable, reputable, and have satisfied all stipulated training and experience requirements. In addition, the Contractor must ensure all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to, performance standards, medical requirements, and weapon's requirements. Failure to meet any suitability requirements of the contract may constitute non-performance and subject the individual to removal from the contract. The Contractor may also be subject to charges for liquidated damages or default. The Contracting Officer will notify the Contractor, in writing, on all suitability and non-performance issues.
- (b) The Government will perform a full background investigation on all Site Supervisors, CSO applicants and/or incumbents. These individuals are subject to a government investigation at anytime and must meet and maintain all government requirements, including Homeland Security Presidential Directive-12 and clause I.2 FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Nov 2006). The Contract Manager

may also be subject to these requirements, as deemed necessary by the Government for unescorted access.

- (c) While the Government performs individual background investigations, doing so will not, in any manner, relieve the Contractor of its responsibility for assuring that each CSO meets the suitability requirements of this contract. In the event a strike or an emergency impedes continuation of the services provided under this contract, the Government may expedite background investigative procedures, as deemed necessary. However, the Government will not waive the minimum CSO qualification requirements stipulated in this contract.
- (d) The Contractor must immediately notify the Contracting Officer and the COTR in writing when a CSO engages in or is suspected of violating any of the performance standards stated in this contract.

C-8 ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS

- (a) When deemed necessary, the Government will require the Contractor to provide CSOs at temporary or alternate locations. When security is required at a temporary or alternate location, the duties required of the CSO will not change.
- (b) When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with the Government Travel Regulations (GTR). The Contractor must complete and submit a CSO Form 010, *Court Security Officer (CSO) Travel Authorization*, Section J, *List of Attachments*, to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor must submit a CSO Form 011, *Court Security Officer (CSO) Travel Expense Reimbursement*, Section J, *List of Attachments*, as instructed in Section G, *Contract Administration Data*.
- (c) Changing conditions within the court environment may require post assignments to vary from day to day. In addition, situations may arise that will require the Contractor to provide CSOs to work overtime, if the COTR determines court security services are required beyond the normal hours of operation of the court facility. *(The Government will not reimburse at the overtime rate unless the CSO has worked a minimum of 40-hours for the week.)* Overtime may only be approved and directed by the COTR, with approval from the Contracting Officer. The Contractor is responsible for providing such services when notified by the COTR to do so. During such times, the Contractor must also be responsible for any

supervision or direction of the CSO performing during the extension period. Any variations in duties will be conveyed to the Contractor by the COTR.

C-9 PROVISIONS REGARDING CSOs CALLED TO ACTIVE MILITARY DUTY

The Contractor must observe the following guidelines and take actions to temporarily fill vacancies of CSOs called to active military duty during wartime or during a national emergency (Only the Government can determine the declaration of a national emergency).

- (1) CSOs summoned to active duty will have their positions held open for a period of five years. The five-year period will be determined from the actual reporting date of the issued military orders. CSOs falling into this category will be placed on extended military reserve duty due to war or a national emergency.
- (2) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days will be filled on a temporary basis. The temporary CSO position will not permanently increase the number of allocated CSO positions for any facility.
- (3) The Contractor must submit a CSO application package, along with a copy of the departing CSO's official military orders, to fill such vacancies. The Contractor must also submit with the CSO application package, the *Contractor's Court Security Officer Staffing Notification*, CSO Form 001 (See Section J, *List of Attachments*) to identify the individual called to active military duty and the individual temporarily performing in the position.
- (4) Start-up costs associated with filling a temporary CSO position under a national emergency will be paid as follows:
 - a. If the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs.
 - b. If less than 18 months, the Contractor is responsible for the start-up costs.
- (5) CSOs serving less than a year of active duty will not be required to have a new background investigation, but will be subjected to a security check via law enforcement databases. A CSO serving more than a year on active

military service will be subjected to a full background investigation upon return.

- (6) The Contractor must provide a written notification to the USMS indicating when the CSO is available to resume performance as a CSO. The written notification must be submitted to the USMS at least 60-days prior to the CSO's return. If a CSO does not intend to return to the position after completion of the military assignment, the Contractor must notify the Government that a vacancy exists and submit a Form CSO 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security within two days after receiving the CSO's notice. The Contractor must fill the vacant position in accordance with Section C-8, *Turnover*, and may opt to fill the vacancy with existing CSO personnel, including the individual temporarily assigned to the position. If the Contractor chooses to place an individual in a temporary status to permanent CSO status, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security to reflect the change.
- (7) All CSOs, whether serving in a temporary capacity or returning from a military assignment, must meet all CSO qualifications, as specified in the contract.
- (8) If this contract is extended, expires or is terminated for any reason, the CSO who vacated the position must be accorded with the same rights and privileges extended to incumbent CSO under the follow-up contract.

C-10 SPECIAL SECURITY COVERAGE

- (a) During special circumstances such as high-threat trials, the Government may require the Contractor to provide CSOs to cover special security or temporary post assignments. The Government may also require the Contractor to temporarily expand security coverage while continuing to maintain full coverage for all authorized positions. If necessary, the COTR will direct the Contractor to increase the time worked by shared position personnel, have full time CSOs work overtime, or temporarily assign CSOs from other districts within the contract area, whichever is least costly to the Government while preserving the maximum level of security. If the Government determines it is necessary for the Contractor to temporarily assign CSOs from one facility to another, the receiving court facility will utilize the additional CSO(s) only for the time required to complete the special security assignment.
- (b) The COTR will notify the Contractor, in writing, of the need for special

security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of the COTR. Travel requirements will be compensated in accordance with the Government Travel Regulations.

- (c) If there is a difference between the applicable wage rate of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate will prevail and the Contractor must pay the CSO the higher rate. If there is a difference between the established contract hourly rates in effect at the two locations in question, the Contractor will be paid the higher of the two rates by the receiving district (i.e., the district to be invoiced for the temporary duty).

C-11 CSO QUALIFICATION STANDARDS

The Contractor must provide security personnel who meet the following minimum qualifications. In addition, each applicant must undergo and pass suitability and background investigation requirements as determined by the USMS.

- (1) Be a citizen of the United States of America.
- (2) Be at least 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand the physical demands of the job and be capable of responding to emergency situations.
- (3) Be a high school graduate or have a GED, or equivalency.
- (4) Be able to read, write, and speak the English language fluently and any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.
- (5) Possess or be able to obtain a valid state driver's license from their state of residence and have a safe driving record for the past five years.
- (6) Have at least three calendar years of verifiable experience as a certified law enforcement officer or its military equivalency, provided the experience includes general arrest authority (experience does not have to be consecutive). General arrest authority is defined as the authority conveyed upon a person to make felony arrests of persons not under a custodial arrangement (prisoner, probation or parole violator) throughout a valid

jurisdiction. The state or federal codes specific to the person's qualifying experience will be used to determine the CSO applicant's arrest authority. The Contractor must verify the CSO applicant's arrest authority prior to submitting the application for approval.

- (7) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (8) Possess the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.
- (9) Possess the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- (10) Possess poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- (11) Possess the ability to prepare clear and concise reports.
- (12) Possess the ability to learn and adapt to changing situations.
- (13) Possess the ability to accept and respond to instruction and direction.

C-12 CSO PERFORMANCE STANDARDS

(a) **Responsibility:**

The Contractor must ensure all employees maintain satisfactory standards of competency, conduct, appearance, and integrity and enforce appropriate disciplinary actions when necessary. The Contractor must also ensure that all CSOs receive and certify on a CSO Form 006 that they have received the CSO performance standards outlined below and must submit each certification to the Chief, Office of Court Security within 45 days after contract award. Thereafter, the Contractor must submit a CSO Form 006 for each newly approved CSO within five business days after receiving written notification of their approval. If any of the standards are violated, the Government may direct the Contractor to remove the individual from

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the court facility. The Contractor must initiate immediate action to replace the individual in the time frame required by this contract.

- (b) Performance Standards - All CSOs performing under this contract must comply with the following:
- (1) Be courteous and demonstrate good manners toward the Judiciary, court employees, Government employees and the public.
 - (2) Maintain a respectful and helpful attitude in all endeavors.
 - (3) Maintain a neat, clean, and businesslike appearance and comply with CSO dress standards while on duty.
 - (4) Report to work physically fit and mentally alert.
 - (5) Report to their immediate supervisor any circumstances that may adversely affect performance on a particular assignment.
 - (6) Report to their employer if they are detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation. *(The Contractor must immediately report the matter to the COTR, and the Office of Court Security.)*
 - (7) Ensure weapons are secured in a safe place (free from theft, tampering, or misuse) and concealed from view when not in use. Weapons are not to be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or the public.
 - (8) Not engage in any discussion concerning Government matters, policies, financial, personal or family matters with jury members, prisoners, witnesses, protected persons, family members, the public, or any known associate of the above. Not entertain, socialize, or enter into business arrangements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons, or family members and friends of the above.
 - (9) Not accept or solicit gifts, favors, or bribes in connection with official duties.

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- (10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).
- (11) Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.
- (12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not engage, and/or promote gambling and unlawful betting on Government-owned or leased property.
- (13) Not disclose any official information (except to the COTR, or other officials having a need to know) or make any news or press releases. All press inquiries must be brought to the attention of the COTR. This restriction does not prohibit protected "whistle blowing" activities or protected union activities.
- (14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.
- (15) Comply with applicable laws while performing official duties.
- (16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.
- (17) Not discriminate against or sexually harass members of the public, the judiciary, other employees or engage in any prohibited activities.
- (18) Ensure that financial obligations are met.
- (19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.
- (20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others

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serving on behalf of the USMS.

- (21) Refrain from any activity that would adversely affect the reputation of the U.S. Courts, the Department of Justice, or the USMS.
- (22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This restriction does not pertain to immediate family members if the circumstances have been thoroughly explained to the U.S. Marshal and the Chief, Office of Court Security.
- (23) Refrain from criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct and habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, refrain from possessing or using illegal drugs.
- (24) Do not report for duty or work under any condition that impairs the ability to perform as expected.
- (25) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers.
- (26) Not operate a Government vehicle or any other vehicle in an improper manner or under the influence of intoxicants or drugs and maintain a valid driver's license in the state of their residence.
- (27) Not misuse official authority, credentials, communications equipment, or weapon(s).
- (28) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
- (29) Report violations of prescribed rules, regulations and any violations of statute or law to the appropriate supervisor and/or management officials.
- (30) Not violate security procedures or regulations.
- (31) Not close or desert any post prior to scheduled closure unless directed to do so by the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.

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- (32) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.
- (33) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.
- (34) Do not possess, use, lose, damage, or otherwise take Government property, including confiscated or abandoned property, without authorization of the COTR.
- (35) Employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.
- (36) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.
- (37) Conduct only official Government business on Government property.
- (38) Refrain from neglecting duties, i.e., sleeping while on duty; delaying or failing to carry out assigned tasks; conducting personal business during duty hours; refusing to render assistance or cooperation to superiors and the COTR.
- (39) Refrain from use of abusive or offensive language, quarreling, intimidation by words or actions, fighting and participating in disruptive activities that interfere with Government operations.
- (40) Respect the offices of judges and other court officers. Avoid disturbing desk items, opening desk drawers or cabinets, or using Government telephones and equipment, except as authorized.
- (41) Avoid disclosing or discussing USMS policies, procedures, operations, and disciplinary actions with non-USMS personnel.
- (42) Refrain from carrying any unauthorized equipment or weapons.
- (43) Follow their employer's chain of command procedures on all work-

related issues.

- (44) Except when the CSO is required to work overtime by the COTR, the CSO must not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty.
- (45) Abstain from the consumption or possession of alcoholic beverages while on duty and at least eight hours prior to reporting to duty.
- (46) Refrain from consuming any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. Note: The Contractor must ensure that CSOs taking any medication are capable of performing the requirements of the statement of work.
- (47) Comply with Government direction regarding the use of body armor.
- (48) Refrain from performing any type of bailiff or clerk duties in the courtroom such as swearing in defendants, adjusting microphones, filling water pitchers, handing legal papers, moving papers or evidence between attorneys, jurors, and witnesses.
- (49) Refrain from taking physical custody of any court evidence.
- (50) Refrain from being involved in jury selection process, which include handing out paperwork to jurors, correcting juror paperwork, spinning the jury wheel, and handing jury picks back and forth between attorney tables.
- (51) Refrain from leaving the court facility to procure meals for the Court and/or jurors.
- (52) Avoid from driving or escorting judges to off-site functions not related to official court duties.
- (53) Refrain from moving or monitoring USMS prisoners.
- (54) Refrain from acting as a receptionist for the Court or USMS.

- (55) While guarding a post, refrain from using electronic devices not authorized or issued by the Government and limit conversations to official business. For example, watching television, discussing personal business on the telephone or a cellular telephone, listening to portable and personal radios, reading books, newspapers and any other material not associated with official business is prohibited while guarding a post. Allowing individuals or unauthorized personnel to loiter at an official post is also prohibited.
- (56) Refrain from using Government furnished telephones to conduct corporate or administrative work on behalf of the contractor.
- (57) Refrain from using personal telephones, including wireless phones, personal digital assistants, etc., at an official post.

C-13 **MINIMUM CSO TRAINING STANDARDS**

- (a) The Contractor must ensure that each individual designated to perform as a CSO has successfully completed or graduated from a certified federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the public. The certificate or diploma must be recognized by federal, state, county, local or military authorities as a certification that an individual is eligible for employment as a law enforcement officer. Individuals possessing five years of military experience involving functions similar to those previously described may also be considered for a CSO position. In cases where a CSO applicant did not receive a certificate or proof of law enforcement training, the Contractor may provide a signed statement from a supervisory official of the department or agency indicating that an applicant was employed as a law enforcement officer and that no certificate was issued. The statement must include all dates of employment the individual served in a law enforcement capacity. The Contractor must also include a copy of the signed statement with the CSO application.
- (b) In order to reinforce the CSO's ability to perform the job functions noted in this contract, the Contractor must develop and conduct annually 8-hours of training for *all* CSOs. This training is mandatory and must be attended by all CSOs. Prior to developing the training, the Contractor must survey and consider prior security breaches and refine security techniques, as necessary. At a minimum, topical areas of instruction must include: threat image and explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening.

The Government reserves the right to require the Contractor (at no additional cost) to train CSOs on other areas of concern that are relative to this contract. The Contractor must also prepare and submit a written training syllabus to the Contracting Officer for approval prior to conducting the training. The training must not commence until the syllabus has been approved by the Chief, Office of Court Security. All training must be coordinated with the respective COTR and conducted at a time that best serves the Government. In addition, the Contractor must ensure that such training does not conflict with any existing USMS policies or procedures.

- (c) The Government will only pay the Contractor the basic contract rate during the annual training period. *(All costs resulting from such training, i.e., training instructors, materials, supplies, etc., will be viewed as indirect costs and must be included in the contractor's overhead for compensation purposes.)*
- (d) Upon completion of the training, the Contractor must certify, in writing, to the Chief, Office of Court Security, and the Contracting Officer that all CSOs have been trained as required in paragraph (b) above. The certification must include the name, district, and date that each CSO attended the training.

C-14 MEDICAL STANDARDS AND PROCEDURES

- (a) General
 - (1) The medical condition of the CSO workforce is critical to the overall safety of the Judiciary. As such, the medical examination process is part of the overall clearance process. To ensure that each CSO is medically qualified to perform all CSO duties, each prospective CSO must undergo a medical examination and meet all of the medical standards stated in this contract. Thereafter, each CSO must undergo and pass an annual examination during the life of the contract for qualification purposes. The Contractor must ensure that each CSO undergo and pass a subsequent annual examination within one year of his or her last examination date. In addition, the Contractor must inform and require each CSO to acknowledge, in writing, that they have no reasonable expectation of continued medical clearance after passing the initial and subsequent examinations.
 - (2) The Government reserves the right to require a CSO to undergo a medical examination whenever such actions are necessary to

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ensure the safety and security of the Judiciary. The medical clearance will be determined based upon the results of each required medical examination. Thus, a CSO can be determined unsuitable to perform under this contract at any time for medical reasons.

- (3) Each CSO, including CSO applicants, must meet the medical standards outlined below. Failure to meet any one of the required medical and/or physical qualifications will disqualify an individual from performing as a CSO under this contract. The Contractor must not allow any individual to perform under this contract until the individual's qualification status has been determined the Federal Occupational Health (FOH) and a written approval has been granted by the Chief, Office of Court Security.
 - (4) Contractor entitlement of costs incurred in the conduct of individual CSO medical examinations will be expressly limited to basic examination costs, as detailed in the Start-up Cost authorizations and will not apply to any follow-up consultation resulting from the Government's review.
 - (5) At any point during the performance of this contract, the Government may delete the requirement that the Contractor must provide post offer and annual medical exams and have the services provided by the Government. *If the Government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to the start-up cost including associated overhead, general and administrative costs, and profit.*
- (b) Selecting and Qualifying Physicians
- (1) The Contractor must establish and maintain designated licensed physicians to perform and document medical examinations on all CSOs on behalf of their company. At a minimum, the Contractor must designate two licensed physicians for each city in a given district where CSOs are assigned.
 - (2) Designated examining physicians must possess a current license in the United States or a United States possession and be approved in advance by the USMS before they can provide examination services. The designated examining physician must also possess and use medical equipment and supplies that are essential for conducting a complete and comprehensive examination. The USMS reserves the right to disqualify physicians from providing services under this contract, at any time, if: (1) their license has been suspended or revoked by a licensing board; (2) they have been convicted of a federal crime; or (3) their performance is considered unsatisfactory by the Government.

- (3) To qualify a physician as a designated CSO medical examination physician, the Contractor must submit to the Chief, Office of Court Security, for review and approval, within 30 calendar days after contract award, a detailed resume of the physician's credentials and employment history and written certification that the credentials of the respective physician have been verified for accuracy and authenticated by accrediting agencies, medical schools, residency training programs, licensing boards, and other data sources, *Medical Practitioner's Data Sheet, CSO Form 013, Section J, List of Attachments*. The Contractor must not permit prospective examining physicians to perform medical examinations on their behalf until the Government concurs and provides final approval in writing. In addition, the Contractor must submit to the Office of Court Security, an annual written certification that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.

(c) Medical Examination Process

- (1) The Contractor must require all CSOs and each CSO applicant to complete a comprehensive medical form, CSO Form 229, *Certificate of Medical Examination for Court Security Officers, Section J, List of Attachments*, and undergo a medical examination by a designated examining physician. The completed CSO Form 229, including all other supporting medical information, must be sent directly to the Federal Occupational Health for evaluation and qualification. In addition to the CSO Form 229, the Contractor must require all CSOs, as well as applicants, to read and sign that they have received and understand the provisions of the *Acknowledgement of Conditions of CSO Eligibility, CSO Form 004*. The original version of this form must be forwarded to the Office of Court Security.
- (2) The Contractor must require the examining physician to record the CSO's (both applicants and incumbents) medical results on the CSO Form 229 when the examination is being administered and sign the form after completion of the examination. The use of white-out or correction tape on the CSO Form 229 is prohibited. The information stated on the CSO Form 229, including any required additional information, i.e., print-outs or reports of lab data, EKG, vision and hearing test records, a summary of the applicant's treatment plan, etc., must be legible, truthful, complete and precise, in order for the Government to render a sound medical

determination. In addition, to ensure the integrity and privacy of the medical examination, the Contractor must require the examining physician/clinic to return the results of the medical examination directly to the Contractor in a sealed envelope.

- (3) Upon receipt of the CSO Form 229, the Federal Occupational Health will review the form for completeness. If the CSO Form 229 is considered complete, the CSO Form 229 will be evaluated to render a qualification determination. If the CSO Form 229 is not considered complete or acceptable, the form will be returned to the Contractor for correction or completion. The Federal Occupational Health will return the CSO Form 229 if: (1) the medical findings are illegible; (2) requested and necessary information was not provided; (3) the medical findings or documentation are incomplete, conflicting or questionable; or (4) necessary and complete additional information was not included with the submission. Incomplete CSO Form 229s will delay the process of qualifying an individual and thus impact the Contractor's performance and ability to supply the required security coverage. For that reason, the Contractor must establish and enforce quality assurance procedures to minimize such delays. The Contractor must also submit the CSO Form 229 to the Federal Occupational Health within 30 days of the examination date.
- (4) After the CSO Form 229 passes the initial review and clearance process performed by Federal Occupational Health, the form is reviewed for a medical qualification determination. If the Federal Occupational Health's initial review can determine, based on the information contained in the CSO Form 229, that the individual is clearly medically disqualified, the USMS will inform the Contractor in writing that the individual does not meet the medical qualification standards and cannot perform under this contract.
- (5) If, for any reason, the Federal Occupational Health is unable to make a final medical determination or it is necessary to clarify or prove that a disqualifying condition has been corrected or eliminated, the Government will issue a "deferred" determination. In such cases, the Contractor must require the CSO to submit specific supplemental information within 60 days of the request in order to medically qualify. Costs associated with any follow-up consultations or additional visits to the designated examining physician or the CSO's physician will not be the responsibility of the Government.

- (6) If all of the requested information is not received by the Federal Occupational Health within the 60-day time frame the individual will be disqualified to perform under this contract. If the Contractor submits the required information to the Federal Occupational health within the 60-day time frame, the Government will review the necessary information for an evaluation and medical qualification determination. After reviewing all of the medical documentation, the Government will determine whether the individual meets the medical standards outlined in this contract and the Federal Occupational Health will inform the Contractor in writing of the final determination.
- (d) Annual Medical Examinations and Other Medical Examination Requirements
- (1) After the CSO successfully completes the initial examination and qualification process, the Contractor must require the CSO to complete and pass an annual medical examination within one year of their last examination date. If the CSO fails to complete and pass the examination within the one year period, the CSO will be rendered disqualified and the Contractor must prohibit the individual from performing under this contract. The requirements and procedures outlined in paragraph (c) above will also be followed for the annual medical examination process.
- (2) If the Contractor relieves a CSO from performing under this contract due to an injury, illness, inpatient or outpatient surgery/procedure, hospitalization or emergency room visits, extended medical reasons, suspension, resignation, or extended military reserve duty, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security, within three business days after being informed of the situation and/or assignment. The Government will not pay any cost to conduct reexaminations for such causes. The Contractor must also ensure that all posts are covered at no additional cost to the Government when CSOs are on extended leave due to personal or medical reasons.

- (3) If, at anytime, the Government determines or suspects that a CSO's medical or physical condition may impede security of the Judiciary, the Contractor must require the CSO to undergo a medical examination outside of the annual medical requirement. In such cases, the cost of the medical examination will not be paid by the Government. In addition, such examinations must be administered as directed by the Government.
- (4) If, at anytime, an individual's observed physical state or annual medical examination documentation reveals any condition which could impair the individual's ability to perform the duties associated with this contract, the Government may, on a temporary or permanent basis, disqualify the individual from performing under this contract. The Contractor must prohibit an individual from performing under this contract until a reexamination of the individual's medical condition has been performed and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security.
- (5) When the Contractor is seeking approval to allow an individual to resume CSO duties after being absent for an injury, illness, surgery (including inpatient and outpatient operations, such as *Lasik* eye surgery, etc.), or any other medical reason, the Contractor must allow the individual *no more than 30 calendar days* from the caring physician's release date to undergo a medical examination and furnish the results of the examination on a CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. If the individual's physical or medical state restricts the individual from performing any of the CSO duties or if the condition is obviously disqualifying, the Contractor must immediately prohibit the individual from performing under this contract.

- (6) The Contractor and the individual's treating physician must complete all applicable areas of the CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. Once completed, the Contractor must submit the form to the Office of Court Security for an official medical clearance. The CSO Form 012 will be reviewed for completeness and a final medical qualification determination. If the form is incomplete, the Office of Court Security will consider the form unacceptable and return it for correction. The individual may not resume CSO duties until the Government makes a final medical determination that the individual is medically qualified to resume CSO duties. The Chief, Office of Court Security, will notify the contractor in writing as to whether the individual is medically qualified to resume performance under this contract.
- (7) If a CSO is found to have a correctable condition, the CSO may resume performance when the disqualifying condition is satisfactorily corrected or eliminated and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security. The Government will not reimburse the Contractor for any costs resulting from follow-up consultation. Furthermore, if a CSO is relieved for any medical reason(s), the Government will not be liable to pay, nor will the Contractor bill for any hours not worked.

(c) Medical Standards

- (1) Vision - Corrected distant visual acuity must be 20/30, or better, as measured with both eyes viewing (binocular). Complete loss of vision in one eye is disqualifying. Corrected distant visual acuity must be 20/125, or better, in the worst eye. Ability to distinguish basic colors, as well as shades of color, is required. Normal peripheral vision is required.
- (2) Hearing
 - (a) The individual must be able to hear well enough to safely and efficiently carry out the essential requirements of the job. This requires satisfactory binaural hearing (ability to hear in each ear), and ability to: *localize sounds; comprehend speech; and, hear sounds that require*

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investigation or that alert to danger. Complete loss of hearing in one ear is disqualifying. The individual *must* meet the hearing standards *unaided*. In order to measure an individual's ability to meet the hearing standards, the following test procedures are administered:

- (b) Initially, all individuals must be tested UNAIDED using a pure tone, air conduction audiogram (audiometer) for measurement, testing each ear separately. The equipment and test setting must meet the standards of the American National Standards Institute (See 29 CFR 1910.95). Binaural hearing and auditory acuity may be demonstrated by documentation of hearing thresholds, as specified below:
 - (i) In the frequency range from 500 - 2000 hertz (Hz), the pure tone audiometric deficit must not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.
 - (ii) At 3000 Hz, the pure tone audiometric deficit must not exceed 40 dB in either ear, *without* the use of hearing aids.
 - (iii) At 4000 Hz, the pure tone audiometric deficit must not exceed 50 dB in either ear, *without* the use of hearing aids.
- (c) Hearing Test Outcomes
 - (i) If the above UNAIDED pure tone audiogram is *passed* and the individual *does not wear* hearing aids, no further testing is needed and the individual is deemed medically qualified under this hearing standard.

- (ii) If the UNAIDED pure tone audiogram is failed, and the individual *does not wear* a hearing aid, the individual must undergo UNAIDED functional hearing assessments that will be provided after the initial examination result is reviewed by the Government.
- (iii) If the above UNAIDED pure tone audiogram is failed, and the individual wears hearing aids, the individual must undergo UNAIDED functional hearing assessments which will be provided after the initial examination is reviewed by the Government. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.
- (iv) If the above UNAIDED pure tone audiogram is *passed* and the individual wears hearing aids, the individual must undergo *UNAIDED functional hearing assessments* which will be provided after the initial examination is reviewed by the Government. This is to ensure that the hearing aids do not impede the individual's ability to meet the hearing standards. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.

(d) The Purpose of Functional Hearing Tests

Functional hearing tests which measure sound and speech recognition will be used to determine the medical qualification of all individuals who: (1) either passes the UNAIDED pure tone audiogram, but wears a hearing aids; or (2) fails the UNAIDED pure tone audiogram. The functional hearing tests will measure the following:

- (i) Unaided hearing loss between the two ears must not differ by 25 dB, or more, at three of the four speech frequencies, i.e., 500, 1000, 2000, and 3000 Hz. (Measures the ability to localize sounds.)

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- (i) Unaided Speech Reception Threshold must be 30 dB, or better, in at least one ear. (Measures the ability to hear sounds that alert to danger.)
- (ii) Unaided Speech Recognition in quiet must be 90 percent, or above, in each ear.
- (iv) Unaided Speech Recognition in a noise sound field must be 50 percent or above.

If hearing aids are worn, the following additional assessments will be requested and will be completed with the hearing aid in place:

- (i) A statement describing the type of hearing aids and ear(s) fitted must be provided by the audiologist.
- (ii) Aided pure tone air conduction audiogram at the frequencies 250, 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- (iii) Aided Sound Field 5 percent FM warble tones at frequencies 250 - 6000 Hz, including 3000 Hz. Binaural signal must be phase-locked with simultaneous presentation from both speakers placed at 90 and 270 degrees azimuth (towards left and right ears, respectively).
- (iv) Aided Speech Recognition in a noise sound field must not be less than 50 percent.

A determination of medical qualification for those individuals who wear hearing aids will be made pursuant to these additional assessments.

- (3) Cardiovascular System - Any condition that significantly interferes with heart function may be disqualifying. Examples of conditions that may be disqualifying are hypertension with repeated readings that exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition that significantly interferes with breathing capacity may be disqualifying.
- (5) Gastrointestinal System - Any disease or condition that requires

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rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
- (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
- (8) Nervous System - Dysfunction of the central and peripheral nervous system that significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
- (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
- (10) Speech - Permanent and significant conditions which result in indistinct speech may be disqualifying.
- (11) Extremities & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
- (12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties may be disqualifying.

C-15 PHYSICAL STANDARDS

- (a) When recruiting or considering individuals to perform under this contract, the Contractor must ensure that the individual can withstand the physical demands of the position. All individuals performing in a CSO position must be physically fit and be able to meet all of the physical and performance requirements of this contract. Any individual who cannot

meet the physical requirements of the CSO position will be disqualified and prohibited from performing under this contract.

- (b) Physical Demands – The duties and responsibilities of a CSO require frequent and prolonged walking, standing, running, sitting, and stooping. In addition, a CSO may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (i.e., mental, climatic) is a basic requirement of this position. Therefore, "light duty" post assignments are not available under this contract.
- (c) Physical Fitness – The Contractor must encourage its employees working as CSOs to maintain a fitness program. Staying physically fit will help the individuals performing as CSOs to endure the stress generally associated with the performance demands of this contract and prepare them to respond to emergencies.

C-16 BACKGROUND INVESTIGATION REQUIREMENTS AND PROCEDURES

- (a) Contractor's Responsibility
 - (1) The Contractor must conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Responsibility of costs for conducting background investigations on CSO applicants and other personnel will be determined, as described in Section C-8, *Turnover*. The Contractor must ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-13, *CSO Qualification Standards*, before submitting the applicant's package to the Government for processing. The Contractor must also complete, certify, and submit a CSO Form 005, *Court Security Officer Contractor's Preliminary Background Check* form, which is provided in Section J, *List of Attachments*, for each CSO applicant and other Contractor personnel undergoing a background investigation.
 - (2) In order for the Government to conduct and complete the background investigation process, the Contractor must ensure that all CSO applicants and other required Contractor personnel complete the *CSO 234, Personnel Qualification Statement* (See Section J, *List of Attachments*), and the Standard Form 85P, *United States of America Authorization For Release of Information*. These forms are mandatory.

- (3) The Contractor must ensure that all CSOs and other personnel who are working on this contract have passed the USMS background investigation process. For security reasons, the Government strictly prohibits anyone from working on this contract without passing a proper USMS background investigation. The Contractor must ensure that no Contractor employee commences performance prior to the completion of the background investigation unless the Chief, Office of Court Security, grants an interim approval to do so.
 - (4) The Contractor must bear the cost of conducting a background investigation on an individual replacing a former CSO unless the Government is paying for turnover in accordance with Section C-8, *Turnover*.
 - (5) If a CSO is temporarily removed or resigns from performing services under this contract, the Government may require the individual to undergo another background investigation before resuming a CSO position. At the discretion of the Government, the Contractor must submit the necessary forms for a reinvestigation to the Office of Court Security. Prior to submitting the forms, the Contractor is responsible for reviewing the forms for completeness and accuracy. The forms must be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee or CSO.
- (b) Government's Responsibility
- (1) The Government will conduct a background investigation on all CSO applicants and other personnel when deemed necessary. Derogatory information discovered during the investigation process may render the individual unsuitable to perform under this contract. The Government may also reinvestigate all Contractor personnel working on this contract for any reason.
 - (2) Upon completion of the background investigation, the Office of Court Security will review the findings to determine if the individual is suitable to perform under this contract. The Government's primary concern is to determine whether the individual's presence or performance under this contract could pose a potential threat or risk to the U.S. Courts, the Government, or the public.

- (3) In the event a CSO applicant is currently working or has worked as a law enforcement officer within thirty days of applying for a CSO position with the Contractor, the Chief, Office of Court Security, may grant the Contractor an interim approval to allow the individual to perform immediately. **In addition to the thirty day criteria for prior law enforcement officers, the individual must also be in full compliance with clause I.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006) of this contract prior to being granted the interim approval.** The Contractor must receive a written approval from the Chief, Office of Court Security, before the individual may perform in an official CSO capacity. If an approval is granted, such approval does not constitute a waiver of qualifications, including the background investigation, medical examination, or any other requirement.
- (4) The Government reserves the right to conduct a background investigation at any time on all contractor personnel, including corporate officers or any other employees or subcontractors, as deemed necessary. If the Government decides to conduct a background investigation, the Contractor, including the employee, must cooperate and provide, at a minimum, the employee's name, date of birth, and social security number.

C-17 WEAPONS PROFICIENCY STANDARDS

- (a) The Contractor must test each CSO, including CSO applicants, to determine weapons-handling proficiency. In order to be eligible to perform in a CSO capacity, all individuals must successfully pass the weapons proficiency test in accordance with the USMS' policy. The Contractor must ensure that all tests are administered by a certified firearm instructor and witnessed by a USMS law enforcement official for official verification.
- (b) The actual testing must be conducted with the weapon issued to the CSO by the Government. The testing must also comply with the *CSO Semi-Auto Handgun Qualification Course* form (See Section J, *List of Attachments*). If approved by the U.S. Marshal, the Contractor may qualify a CSO at a USMS firearm range, including a designated firearm range used by the USMS under an interagency agreement. However, in such cases, the Contractor may not charge the Government or receive payment for any firearm range costs.

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- (c) Before testing a CSO or applicant, the Contractor must coordinate the test and provide a one-week written notice of the testing to the COTR. The notice must provide the name of the individual being tested, the date, time, and location of the testing. All weapons will be transported to the range site as directed by the COTR. In the event the COTR requires the Contractor to transport the weapons, the COTR will provide the Contractor with a written authorization from the U.S. Marshal before doing so.
- (d) The initial weapon qualification testing for new hires must be performed within seven calendar days after the Contractor receives a favorable suitability determination from the Chief, Office of Court Security. The Contractor must not allow an individual to perform any CSO duties prior to weapons qualification. Within the seven calendar days after the individual has successfully qualified, the Contractor must submit the weapon's proficiency certification, CSO-014, *CSO Weapons Qualification Record*, Section J, *List of Attachments* and the CSO Form 009, *Notification of a Court Security Officer's Official Performance Date*, to the respective COTR and forward a copy of the form to the Office of Court Security. After an individual has successfully completed the initial testing, the Contractor must retest the individual annually by December 31 of each subsequent contract period.
- (f) When a CSO or applicant fails to meet the weapons qualification standards during the initial or annual testing period, the Contractor must not allow the prospective CSO to begin performance or an incumbent CSO to resume performance under this contract until the weapons qualification standards have been met. The Contractor must allow the individual to retest, up to two attempts only, within seven calendar days after the testing was conducted. If the individual fails the test during the two subsequent attempts, the Contractor must not permit the individual to perform under this contract.
- (g) Within 45 days after award of this contract, the Contractor must provide legible copies of each firearm instructor's certification, including any updates, to the Chief, Office of Court Security and the COTR. Proof of certification for new firearm instructors are required and must be submitted within 30 days of their performance date.

C-18 CSO APPLICATION PACKAGE REQUIREMENTS

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The Contractor must submit a complete and accurate CSO application to the Office of Court Security, for each individual proposed to work in a CSO position. A complete CSO application package consists of the following forms:

1. CSO 234, "Personnel Qualifications Statement (Contract Guard)"
2. FD 258, "FBI Fingerprint Card"
3. Court Security Officer Contractor's Preliminary Background Check Form, CSO Form 005
4. Form CSO-229, "Certificate of Medical Examination for Court Security Officers"
5. Military Discharge Certificate(s), Department of Defense DD-214 (If applicable)
6. Photocopy of the Applicant's Official Law Enforcement Training Certification
7. Contractor's Court Security Officer Staffing Notification, CSO Form 001
8. Certificate of Compliance, The Lautenberg Amendment, Title 18, Section 922(g)(9) of the United States Code, CSO Form 007
9. Acknowledgement of Conditions of CSO Eligibility Form, CSO Form 004
10. Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et seq., CSO Form 015
11. Questionnaire for Public Trust Positions, Form SF 85P
12. Questionnaire for National Security Positions, Form SF-86 (Only when required.)

The Contractor must submit the CSO application package as indicated above for all new hires. In addition, the Contractor must submit the complete CSO application package within 21 calendar days from the date that a vacancy occurs or within 21 calendar days after receiving an official notification from the Government that a new CSO position exists.

C-19 CSO AUTHORIZATION TO PERFORM

- (a) The Contractor must not permit anyone to assume the role of a CSO until (1) the individual has passed all qualification requirements stated in this contract, (2) the individual has been determined by the Government to be suitable to perform in such capacity, and (3) a written notification of such determination has been received from the Chief, Office of Court Security. After the approval has been granted, the Contractor may continue with the hiring process and coordinate the individual's official start date with the District.
- (b) Once the Contractor directs the individual to perform in an official capacity, the Contractor must complete and forward the following forms to the Office of Court Security within five business days.

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1. In-District (Phase I) Orientation Certification, CSO Form 008
2. CSO Weapons Qualification Record, CSO Form 014
3. Certification of Court Security Officer Performance Standards, CSO Form 006
4. Notification of a Court Security Officer's Official Performance Date, CSO Form 009

C-20 ORIENTATION REQUIREMENTS

- (a) This contract requires all individuals performing in a CSO position to complete the In-District Orientation and attend the USMS CSO Orientation. Both requirements are mandatory and may not be waived. The orientation is designed to provide a clear understanding of the USMS primary mission and the important roles and responsibilities of a CSO. The Orientation does not substitute or relinquish the Contractor's from performing the annual CSO training requirements. When the Government determines to conduct CSO Orientation (Phase II), the Contractor must make necessary arrangements for each eligible CSO to attend and satisfy CSO orientation requirements. Failure to complete both requirements will be considered grounds for removal in accordance with H-3, Removal of CSOs and Other Contractor Personnel. The requirements for each orientation are explained in the subsequent paragraphs.

(b) In-District Orientation (Phase I)

The Contractor, through coordination with the COTR, must ensure that all new CSOs satisfactorily complete the In-District Orientation (Phase I), CSO Resource Orientation Guide with seven calendar days after the contractor receives a favorable suitability determination from the Chief, Office of Court Security, prior to assuming CSO duties. After completion of the In-District Orientation, the Contractor must require the CSO to complete the In District (Phase I) Orientation Certification, CSO Form 008 (See Section J, List of Attachments), and require a supervisory official to certify that the individual has satisfied the CSO Orientation (Phase I) requirement. The Contractor must also retain a copy of the form and forward the original to the USMS, Office of Court Security and a legible copy to the COTR within seven calendar days of the orientation.

(c) CSO Orientation (Phase II)

- (1) The Contractor will be notified in writing by the Chief, Office of Court Security, when Phase II Orientation sessions will be held and how many CSOs are required to attend. When the notification is received, the Contractor must prepare and submit a detailed cost

estimate and a written schedule for *all* CSOs required and eligible to attend the CSO Orientation (Phase II). (See eligibility requirements stated in the following paragraph.) This information must be submitted and coordinated with the COTR for review and approval within 10 business days after the issuance of the notification. In addition, the Contractor must make all necessary staffing coverage and travel arrangements for each CSO and take necessary measures to cover posts while the CSO(s) is attending the Phase II Orientation. The Government will not authorize or pay overtime to accommodate such staffing coverage.

- (2) Before a CSO can attend the CSO Orientation (Phase II), the Contractor must ensure that the CSO meets each of the following requirements:
 - a. The individual has met the USMS CSO medical and physical standards. (*Note: Individuals performing in an interim status may not attend the CSO Orientation (Phase II).*)
 - b. The CSO has successfully passed the appropriate weapon's handling proficiency test and the CSO-014 has been received by the Office of Court Security.
 - c. The CSO has undergone and passed the USMS background investigation process.
 - d. The CSO has not previously attended or completed the entire USMS CSO Orientation (Phase II).
 - e. The CSO has been approved by the Office of Court Security to attend the CSO Orientation (Phase II).
- (3) If the Contractor sends a CSO to the CSO Orientation (Phase II) who has not met the requirements stated above, the Contractor will bear the costs for sending the CSO to the CSO Orientation. Only those individuals who have been authorized by the USMS may attend the CSO Orientation (Phase II).
- (4) When travel is necessary, the Government will reimburse travel expenses, on a one time only basis, for each CSO who is qualified to attend and who actually attends the CSO Orientation in its entirety. The Government will not be responsible for, nor will the Government reimburse the Contractor travel expenses, if a CSO

fails to attend the Orientation as scheduled. Travel reimbursement will be made in accordance with the Federal Government Travel Regulations. The Government will not be responsible for making travel arrangements for any Contractor personnel. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and to ensure that necessary coordination has been made. The Government will also reimburse the Contractor up to eight hours at the basic contract rate for each day that the CSO attends the orientation session. During the orientation phase, the Contractor will only be entitled to reimbursement of the basic contract rate and must only bill the basic rate for labor hours associated with the CSO Orientation (Phase II). When making travel arrangements, the Contractor must minimize costs and secure the lowest attainable price.

- (5) The Contractor must require all CSOs to meet the orientation requirements. If a CSO cannot attend the orientation when scheduled, the Contractor must explain, in writing, the circumstances preventing the CSO from attending and request approval from the Chief, Office of Court Security, for the individual to attend the next scheduled orientation.
- (6) If an emergency prevents a CSO from attending the entire CSO Orientation (Phase II) session, the Contractor must immediately inform the Office of Court Security, in writing, with the details of the emergency. The Contractor must also coordinate the makeup time with the Office of Court Security and make the necessary arrangements for the CSO to complete the orientation at no additional cost to the Government. Only the initial CSO Orientation cost will be paid by the Government.
- (7) The Contractor must prohibit visitors, including spouses and children, from accompanying their personnel to the areas where the CSO Orientation is being held.

C-21 CSO DRESS STANDARDS

- (a) Mandatory uniform standards apply to this contract. Such standards are established and may only be changed by the Government. If operational requirements necessitate a uniform change, the Contractor must submit a written uniform change request through the COTR to the Chief, Office of Court Security, for consideration. Uniform standards may not be deviated from unless approval has been granted by the Chief, Office of Court

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Security and a written direction has been issued by the Contracting Officer.

(b) CSO Uniform Requirements:

- (1) By December 31 of each contract period, the Contractor must provide the required basic uniform items specified in the chart below to CSOs only. The Contractor must not issue CSO uniforms to Contractor Managers and Site Supervisors, or allow them to wear such uniforms. In addition, the Contractor must ensure that all CSOs are in required attire while officially performing under this contract. As noted below, the official CSO uniform includes a navy blue blazer, gray slacks, white shirt, a navy blue necktie with red and white stripes, dark socks, and low-heeled, plain toed, black shoes or boots.

ITEM	ISSUE	SPECIFICATIONS
Short Sleeve Shirt or Blouse	3	White, plain or button-down collar.
Long Sleeve Shirt or Blouse	3	White, plain or button-down collar. (No French cuffs.)
Blazer	2	Navy blue 3-ply tropical blend, full-cut traditional, fully lined with fine rayon or polyester, taffeta-reinforced shoulder pads. The style should include a single inset pocket on the left breast, two patch pockets with flaps, a center back vent, and a two-button front closure. Salient features include cut, color, and 3-ply fabric of 55% Dacron polyester and 45% worsted wool. The actual weight of the material will be determined by the climatic conditions where the CSO is providing services. Colder climates may necessitate a heavier fabric with more of a wool blend. Because of the wearing of the gun under the blazer, an additional patch of material under the jacket should be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional gray. Salient features include cut, color, and 3-ply fabric that is of 55% Dacron polyester and 45% worsted wool. Colder climates may necessitate a heavier fabric with more of a wool blend.
Necktie	2	Red, white, and blue, striped tie or clip-on necktie. (Females may wear crossover ties.)
Shoes and/or Boots	1	Black, plain-toed, low-heeled shoes or boots. No high heels.
Socks	6	Dark color

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- (2) Prior to contract performance, and annually thereafter, the Contractor must certify in writing to the Contracting Officer and the COTR, that each CSO has been furnished new uniforms as required above. The Government will not compensate the start-up cost for a CSO and the Contractor must not bill the Government until the new uniform items have been purchased and issued to each CSO. In cases where a uniform was issued to a CSO under a previous contract award or option period less than four months prior to the start date of the current contract, the Contractor is not required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.
- (3) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs and must use the same supplier to maintain uniformity. The Government will not compensate the Contractor for uniform replacement costs occurring outside of the annual replacement period.
- (4) All uniforms are considered Government property and must remain with the Government. Disposition of all uniforms will be at the discretion of the USMS.
- (5) The Contractor must ensure that CSO uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.
- (6) The Contractor must require CSOs to wear long sleeve shirts or blouses beginning October 1 of each year and short sleeve shirts or blouses beginning May 1 of each year. Deviations in this requirement may be authorized by the COTR.
- (7) The Government will issue each CSO an official pocket identification badge and a nametag that must be worn while performing in an official CSO capacity. The pocket identification badge must be worn in the blazer breast pocket and cannot be modified in any manner. All pocket badges must comport to the USMS' official contract specifications. Displaying any item other than the USMS seal on the pocket badge is prohibited.
- (8) To prevent weapon exposure, the Contractor must prohibit CSOs from removing their jackets while on official duty. However, if a CSO is exposed to extreme heat and such exposure could impose a health problem, the Contractor may submit a written request to the

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Chief, Office of Court Security, through the Contracting Officer,
for reconsideration of this requirement.

(c) Supplemental Items:

The Contractor must provide CSOs with supplementary items that are necessary to perform their duties. Examples of supplementary items include, but are not limited to, pens, pencils, paper, notebooks, logbooks, etc.

(d) CSO Appearance:

- (1) Hair and Nail Length - The Contractor is responsible for assuring that CSOs maintain a functional and neat appearance in accordance with standards set by the COTR.
- (2) Uniform - The Contractor must ensure all CSOs are in complete uniform at all times while on official duty. If a CSO is out of uniform while on official duty, the Contractor must relieve the CSO from duty and provide a replacement immediately. If a CSO is relieved for this cause, the Government will not be obligated to pay the Contractor for the CSO's non-availability and the Contractor may be subject to liquidated damages.
- (3) Jewelry Restriction - The Contractor must ensure that all CSOs refrain from wearing any jewelry, except wristwatches, wedding, engagement and class rings. Any exceptions must be approved in writing by the COTR.

(c) Uniform Variations:

- (1) Whenever deemed necessary, the Government may authorize uniform variations. Certain post assignments may require CSOs to wear specialized uniforms, including rainwear and cold weather gear. In such cases, the Government may issue such uniforms as Government-furnished property or authorize the Contractor to make such purchases. If cold weather gear is authorized, the Contractor may provide a V-neck navy blue vest or sweater to be worn under the basic uniform. If a vest or sweater is provided, the Contractor must prohibit CSOs from placing patches or other decorative devices on them. Only those CSOs guarding post(s) exposed to such weather conditions may be authorized this variation.
- (2) Only those posts exposed to cold weather elements will be authorized cold weather gear. Winter coats (jackets or parkas) must be "police duty" type and must be dark navy blue or black in color. Fur-type collars are optional. These coats should have securable side vents for easy access to the weapon. The use and purchase of cold weather and rain gear must be approved in advance and in writing by the Chief, Office of Court Security. The

Contractor must submit a written request through the COTR to the Chief, Office of Court Security, for consideration.

C-22 UNFORESEEN GOVERNMENT CLOSURES

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, natural disasters, epidemics, quarantine restrictions, inclement weather, administrative closures, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay nor should the Contractor bill for hours that were not actually worked by their personnel.

C-23 EMERGENCIES

In the event of an emergency, the Government (U.S. Marshals Service) reserves the right to direct the activities of the CSOs. Emergencies include, but are not limited to, a directive from a federal judge, bomb threats, natural disasters, terrorist attacks, or imminent personal danger to a judge, juror, witness, attorney, or other court personnel. Under no circumstances may a CSO refuse to cooperate with such directives when the Government or the U.S. Marshal determines that an emergency situation exists. The Contractor and the COTR will be promptly notified of the situation. As soon as practicable, the Contractor must document the event thoroughly and concisely in the Daily Activity Log (See Section F, Deliverables or Performance, for additional details) and the Form CSO 003, Court Facility Security Incident Report.

C-24 OVERTIME AND HOLIDAY PERFORMANCE

(a) Overtime

- (1) When court proceedings or other court functions continue beyond the court facility's normal hours of operation, the Contractor may be required by the Government, through the direction of the COTR and with approval of the Contracting Officer, to work additional hours. In such cases, the COTR will request the Contractor, in writing, to perform the additional hours.
- (2) In the event the Contractor is required to provide court security services beyond the court facility's normal hours of operation, the Government will apply the basic contract rate unless the particular CSO assigned has worked a 40-hour workweek. However, the Government will only be liable when the Government requests a variation in the schedule and the request results in overtime usage.

- (3) The Government will not reimburse nor is the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.
- (4) The Government will not reimburse nor is the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations, orientation, or any CSO-related training requirements.
- (b) Holiday Performance - Any services provided by a CSO on a holiday, as recognized by the applicable Department of Labor wage determination, will be paid at the basic hourly rate.

C-25 GOVERNMENT FURNISHED PROPERTY

- (a) The Government will furnish the Contractor the following items listed in the chart below and any other item(s) deemed necessary for the safety and protection of human life and court facilities. The Contractor will be directly responsible and held accountable for all Government property issued under this contract. Upon receipt from the Government, the Contractor must provide these items to each CSO:

Ammunition to perform and qualify.	Name Tags
Body Armor	Oleoresin Capsicum (OC) Spray <i>(Optional)</i>
Body Armor Ballistic Tee Shirt	Pocket Identification Badge
Body Armor Carry Bag	Radio (Issued to post)
Body Armor Quilted Carrier	Radio Charger
CSO Credential	Radio Batteries
Handcuffs	Radio Carrying Case/Belt Clip
Handcuff Case	Radio Earphone
Holster (Belt Type)	Weapon(s)
Magazine or Cartridge Case	Specialized Uniforms (Only when authorized by the Government)

- (b) The Contractor must use the Government's furnished equipment and may not permit any CSO to substitute or replace any Government furnished equipment with personal or contractor equipment without written authorization from the Chief, Office of Court Security. In addition, the Contractor must ensure that each CSO is properly equipped and using only Government furnished property while performing under this contract. Contract Managers and Site Supervisors are prohibited from and may not be issued any of the items listed above. If, for any reason, an individual is no longer performing in a CSO position, the Contractor must ensure that

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the individual immediately relinquish these items and return them to the Government.

- (c) The Contractor must establish and maintain a system to control, protect, preserve, and maintain all property issued by the Government until the Contractor has been relieved of the responsibility of the property by the Government. This property control system must be in writing and is subject to review and approval by the Government. In addition, the property control system or records will constitute the Government's official property control records and must be made available to the Government upon request.
- (d) If overages, shortages, or damages are discovered upon receipt of the property, the Contractor must provide a statement of the condition and apparent cause of the damage to the COTR. Depending on the circumstances, the Contractor may be liable for shortages, loss, damage, or destruction of the Government property. For example, the Government may hold the Contractor responsible for the destruction or loss of weapon(s), body armors, radios or any other items lost, damaged, or destroyed by the Contractor's employees.
- (e) The Contractor must maintain, at all times, a complete and accurate inventory of all Government furnished property issued under this contract. By October 31 of each contract period, the Contractor must verify the inventory of all Government furnished equipment and provide the inventory report to the COTR. These items must be cared for in accordance with FAR Part 45 and stored at the location designated by the Government.
- (f) The CSO equipment inventory report must provide, at a minimum, the following information:
 - (1) The location (district and site) of the inventory;
 - (2) The identification of the equipment, e.g., weapon, make and model.
 - (3) The serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued. The Contractor must provide a list showing a description and unit quantity of all non-serialized government furnished equipment, e.g. 15 holsters, right-handed, 4 inch. Handcuffs, although serialized, do not have to be listed as separate items.

- (g) The Contractor is responsible for ensuring that CSOs return all Government furnished equipment to the Government's designated storage area at the completion of the CSO's shift. Under no circumstances may the Contractor or its employees (CSOs) take any Government issued property from the duty station, with the exception of the CSO body armor and its accessories, unless the removal of such property has been specifically authorized in writing by the respective U.S. Marshal. The Contractor must inform the COTR immediately when any CSO violates this provision. When such violation occurs, the Contractor must also enforce the company's disciplinary policy. The Government reserves the right to prohibit the violator from performing under this contract and may exercise any legal rights regarding theft of Government property.
- (h) Use of equipment such as walk-through and hand-held metal detectors, x-ray machines, closed-circuit television (CCTV) monitoring equipment, trace detectors, etc., is mandatory under this contract and is subject to change at any time. If equipment changes occur, the Government will provide instructions on the proper use of such equipment and the Contractor must ensure that all CSOs are using such equipment as instructed. If any equipment is malfunctioning or damaged during use, the Contractor is responsible for promptly notifying the COTR of the condition. The Contractor must also inform the COTR immediately when any equipment is misused or abused by a CSO. The cost to repair or replace any damaged or lost Government equipment due to negligence will be deducted from the Contractor's invoice(s).
- (i) Firearms - The Government will issue and determine the type of firearm that will be used under this contract. Furthermore, the Government reserves the right to change the type of firearm as deemed necessary at anytime during performance period of this contract. The Contractor, including all CSOs performing under this contract, must clearly understand that the use or display of firearms and any other weapon issued under this contract is strictly prohibited, except as stated herein, and may only be used during the CSO's official hours and at their official designated duty location.

(j) Oleoresin Capsicum Spray

- (1) The U.S. Marshal may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the U. S. Marshal, the Contractor must ensure that the CSO receiving the OC Spray device successfully completes the certification requirements developed by the United States Marshals Service's Training Academy and use the device in accordance with applicable policies and procedures and the USMS Directive 2.54-1, *Less-Than-Lethal Devices*, Section J, List of Attachments.
- (2) After completion of the initial certification, the CSO must be tested and certified annually in order to carry the device on a continuous basis. It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for annual certification. Re-certification must occur within 60 days prior to the anniversary of the original test. The Contractor must not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the required certification.
- (3) The certification will be conducted by the Government in accordance with the procedures established by United States Marshals Service's Training Academy.
- (4) The Contractor must ensure the CSO(s) carries the OC Spray device only during their official duty hours. In addition, the Contractor must ensure that the CSO(s) conceals the OC Spray device from the public and refrains from inspecting and handling the OC Spray device in view of the public.
- (5) The Government prohibits the use of personal OC Spray under this contract.

(k) CSO Body Armor

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- (1) For life protection purposes, the Government will provide and require all CSOs to wear fitted body armor or a ballistic vest while performing under this contract, as deemed necessary by the USMS.
- (2) The Contractor must require all CSOs to wear USMS issued body armor during any high-risk threat situation or when the USMS determines a higher degree of protection is necessary.
- (3) The Contractor must ensure---
 - Each CSO is available and measured for proper fitting.
 - All vests issued to the CSOs are free from defects and damage.
 - All CSOs inspect and maintain their body armor as recommended by the manufacturer.
 - Signs of wear or deterioration are reported to the COTR within 24 hours after the condition is detected for replacement.
 - Lost or stolen body armor is reported to the COTR within 24 hours from the time the item was regarded missing.
- (4) Body armor will be replaced by the Government at no additional expense to the Contractor when it is evident that the armor is deteriorating from normal use and wear or when the manufacturer's warranty for the ballistic protective component expires. The Government will not bear replacement costs when: (1) the body armor is lost or stolen; (2) the body armor is rendered unusable due to negligence or improper alterations; or (3) when the armor no longer fits properly due to weight gain or loss on the part of the wearer.
- (5) Alterations to the body armor may only be made by the manufacturer.
- (6) Failure to comply with this provision or any COTR direction regarding body armor may be considered grounds for immediate removal of the CSO, pursuant to provision H-3, Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards, paragraph (c).

C-26 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS

- (a) Within 45 days after commencement of the contract, the Contractor must provide a company identification card to all persons performing in the positions required under this contract (See C-5, Contractor Personnel and Duties). For new hires, the Contractor must issue a company identification card within 45 days after their performance start date.
- (b) At a minimum, the Contractor's company identification card must meet the following requirements:
 - 1. Bear the company's logo only. Use of USMS and the Department of Justice's badges, seals, or logos, and titles such as Special Deputy United States Marshal is prohibited.
 - 2. Include a clear photograph of the employee.
 - 3. Indicate the employee's current height, weight, date of birth, and gender.
 - 4. Must be wallet size, (approximately 2" x 3¼") similar to a driver's license.
- (b) The Contractor must require all personnel to carry the company's identification card at all times while performing services under this contract.

C-27 OTHER CONTRACT RESTRICTIONS

The Contractor, including its personnel, must not represent themselves as USMS employees nor must the Contractor, including its personnel, use, apply, or duplicate USMS and Department of Justice's badges, seals, logos, and titles such as Special Deputy United States Marshal, on any supplies, including the company's stationary and business cards, equipment, materials, company gear or any other thing not mentioned herein.

PART I – SCHEDULE**SECTION D- PACKAGING AND MARKING****D-1 PRESERVATION, PACKING AND MARKING**

Preservation, packaging, and packing for all items delivered must be in accordance with commercial practices.

D-2 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative must clearly indicate the contract number and task order number, if applicable, for which the information is being submitted.

PART I – SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E-1 NOTICE – Listing of Clauses Incorporated by References

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.246-6	MAY 2001	INSPECTION- TIME-AND-MATERIAL AND LABOR HOUR
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E-2 INSPECTION AND ACCEPTANCE OF CONTRACTOR'S SERVICES AND REPORTS AND OTHER REQUIRED DATA

- (a) Services: Inspection, acceptance and evaluation of services to be furnished will be performed by the COTR. The Government will conduct any inspection and tests deemed reasonably necessary to assure that the services provided conforms with all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COTR and a notice of such rejection will be provided to the Contractor by the Contracting Officer.
- (b) Reports and Data: The Government will inspect monthly the Contractor's performance in submitting reports and data as required by the contract. Inspection shall be conducted by the Contracting Officer and the COTR. Inspection and evaluation of the Contractor will be performed to assess the following: (1) compliance with the specifications; (2) responsiveness; (3) timeliness; (4) quality with respect to generally acceptable professional standards, and, (5) compliance with all elements of Section F, "Deliveries or Performance."
- (c) Performance will be considered deficient whenever posts are not covered as required by the contract. This deficiency may be remedied by assessing liquidated damages in accordance with the liquidated damages clause provided in Section F, "Deliveries or Performance".
- (d) In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The

evaluation will include, for example, the contractor's record of conforming to contract requirements and standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor history of reasonable and cooperative behavior and commitment to customer satisfaction and generally, the contractor's businesslike concern for the interest of the customer.

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts.

PART I – SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F-1 PERIOD OF PERFORMANCE**

The base year period of performance start date (effective date) will be March 1, 2008 and continue thru September 30, 2008. This contract has four option period of performance. In accordance with Section H - Option To Extend Term of Contract (FAR 52.219-9), the Contracting Officer may exercise options for continued performance based on increments of one year periods. If options for continued performance are exercised, the following incremental performance periods are applicable:

OPTION YEAR 1	October 1, 2008 – September 30, 2009
OPTION YEAR 2	October 1, 2009 – September 30, 2010
OPTION YEAR 3	October 1, 2010 – September 30, 2011
OPTION YEAR 4	October 1, 2011 – September 30, 2012

F-2 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$216.64 per calendar day of delay at each facility.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor, as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F-3 DELIVERABLES

- (a) As required in Section C, the Contractor must prepare, maintain, and furnish various reports and data during the performance of this contract. The following deliverables (reports and data) are considered mandatory and must be submitted by the Contractor, as indicated in the chart below.

	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
1	Acknowledgement of Conditions of CSO Eligibility, CSO Form 004	JPS/PSB CO	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
2	Contractor's Annual Training Certification	Chief, JPS CO	This certification is required annually and only after all CSOs performing under the contract have completed the Contractor's annual training session.
3	Certificate of Medical Examination for Court Security Officers, CSO-229	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
4	Court Security Officer (CSO) Travel Authorization, CSO Form 010	COTR	Submit this form, including any supporting documents, for CSO travel authorization.
5	Court Security Officer (CSO) Travel Expense Reimbursement, CSO Form 011	COTR	Submit this form, including any supporting documents, for travel reimbursement.
6	Contract Pricing Proposal, SF 1411	CO	Submit when cost proposal or contract action exceeds or is expected to exceed \$500,000.
7	Equipment Inventory Report	COTR	Submit within 30 calendar days after each contract period.
8	Notification of a Court Security Officer's Official Performance Date, CSO Form 009	COTR	Submit within 5 business days after the individual's performance date.
9	Daily Activity Log	COTR	Required for each court facility and must be maintained on a continuous basis. Provide as directed by the COTR.
10	Daily Time and Attendance Log	COTR	Required for each court facility and must be maintained on a continuous basis. Submit a copy of the log with monthly invoice(s). COTR will designate a location for all CSO Daily Attendance Records.
11	Emergency Systems Report	COTR	Submit by the tenth of each month.
12	Court Facility Incident Report, CSO Form 003	JPS/OSB	Prepare immediately and submit the report to the COTR within 24 hours after the incident occurs.
13	Court Facility Monthly Statistical Summary Report, CSO Form 002	JPS/OSB COTR	Submit by the tenth calendar day of each month.
14	FBI Fingerprint Card	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
15	In-District (Phase I) Orientation Certification, CSO Form 008	JPS/PSB COTR	Submit within 7 calendar days after the In-District Orientation is completed by a CSO.
16	Military Discharge Certificate, Department of Defense (DD) 214	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.

SECTION F

3rd Judicial Circuit

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	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
17	Court Security Officer Monthly Activity Report	JPS/OSB CO COTR JSFO AOUSC	Input all monthly activity data relative to the previous month by the 10 th calendar day of each month. Submit a printed hard copy of the District's monthly activity to each COTR. Separate reports are required for positions authorized by the USMS via an inter-agency agreement.
18	Contractor's Court Security Officer Staffing Notification, CSO Form 001	JPS/PSB	Submit this form for various contract staffing actions.
19	Certification of Court Security Officer Performance Standards, CSO Form 006	Chief, JPS	Submit annually by December 31 of each contract period.
20	Court Security Officer Contractor's Background Check Form, CSO Form 005	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
21	Public Voucher for Purchases and Services Other than Personal, SF 1034	COTR	Submit this form, including any supporting documents, for travel reimbursement.
22	Subcontracting Report for Individual Contract, SF 294	CO	Submit semi-annually by April 30 and October 31 or as directed by the Contracting Officer.
23	CSO Weapons Qualification Record, CSO Form 014	JPS/PSB COTR	Submit annually by December 31 of each contract period.
24	Certificate of Compliance, CSO Form 007	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
25	Court Security Officer Contractor's Request to Reevaluate An Individual's Medical Qualification, CSO Form 012	JPS/PSB	Submit when a CSO desires to return to contract performance after an extensive or medical absence.
26	Court Security Officer Contractor's Medical Practitioner Data Sheet, CSO Form 013	Chief, JPS	Submit within 30 days after the initial award. Therefore, submit to qualify a new Medical Practitioner to Perform CSO Medical Examinations
27	Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. seq., CSO Form 015	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government or when requested by the Government
28	CSO-234 Personnel Qualification Statement (Court Security Officer)	JPS/PSB	Submit with each CSO Application Package, which is due 14 calendar days after a CSO position has been vacated or authorized by the Government.
29	Questionnaire for Public Trust Positions, Form SF-85P	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
30	Questionnaire for National Security Positions, Form SF-86	JPS/PSB	Only when necessary, submit with CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
31	Certifications of Firearm Instructors	Chief, JPS	Submit within 45 days after contract award and within 30 days for new Firearm Instructors

- (b) The Contractor must adhere to all reporting requirements. Unless stated otherwise, the Contractor cannot deviate from nor substitute any data or forms required by this contract. All deliverables are subject to the review and approval by the Government. If any information reported is found to be incomplete or inaccurate, the Government will deem the deliverable unacceptable and return the deliverable to the Contractor for correction. The Contractor must make all necessary corrections and/or revisions, as deemed necessary by the Government and in accordance with the due date.
- (c) Daily Activity Log: The Contractor must maintain a *Daily Activity Log* at each post, as directed by the COTR. The *Daily Activity Log* must be maintained on continuous basis and must capture all CSO post-related activities. At the Government's request, the Contractor must make the log available for review and inspection.
- (d) Court Facility Incident Report (CSO Form 003): The Contractor must prepare and submit a *Court Facility Incident Report* whenever a CSO is involved or observes a suspicious or security-related incident at a court facility. With the exception of false alarms or alarm tests, all incidents such as, but not limited to, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., must be reported immediately to the COTR of the District and to the Judicial Protective Services, Operations Support Branch, on a *Court Facility Incident Report*, within 24-hours of the occurrence. A copy of the Facility Security Incident Report form is located in Section J, *List of Attachments*.
- (e) Court Facility Monthly Statistical Summary Report (CSO Form 002)

The Contractor must complete and submit a *Court Facility Monthly Statistical Summary Report* to the Judicial Protective Services, Operations Support Branch, through the COTR by the tenth calendar day of each month. This report provides statistical information on the number of illegal weapons, contraband, and prohibited items detected and/or confiscated by CSOs during the preceding month. Such information must be recorded on the *Court Facility Monthly Statistical Summary Report*. It is designed to collect information on incidents that are threatening or appear to threaten the safety and security of the Judiciary. In addition to the above, it is also designed to capture the details of all incidents involving arrests or detainment and other serious incidents such as, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., occurring in or out of the courtroom that required CSO action. The Contractor is also required to use the *Court Facility Monthly Statistical Summary Report* to document how many hours each CSO performs in the following areas: (1) courtroom

assignment; (2) travel; (3) training; and (4) weapons qualification. The *Court Facility Security Monthly Statistical Summary Report* must be reviewed and signed by the COTR prior to forwarding it to the Judicial Protective Services, Operations Support Branch. A copy of the form is provided in Section J, *List of Attachments*.

(f) Daily Time and Attendance Log:

- (1) The Contractor must maintain at all times and as directed by the COTR, an official *Daily Time and Attendance Log*, for each court facility authorized CSOs (See Section B for official court facility locations). The Contractor must also require all CSOs, including LCSOs, to record their actual arrival and departure times on the *Daily Time and Attendance Log* while performing under this contract.
- (2) The *Daily Time and Attendance Log* will be placed in an area designated by the COTR and must be maintained in chronological order for each court facility where CSOs provide services. The log must capture the names of each CSO, the date of performance, arrival and departure times, the actual hours worked by each CSO, an explanation block to address attendance issues, and a signature block for each CSO to certify their time and attendance entries. If, for any reason, a CSO is not present to perform, the Contractor must document the reason why the CSO is not available in the *Daily Time and Attendance Log*. The Contractor must provide, as supporting documentation, a legible copy of each log to the COTR with each applicable monthly invoice(s).

(g) Emergency Systems Report: The Contractor must provide on a monthly basis, an *Emergency Systems Report* to confirm the testing, the condition, and the status of all duress alarms, control panels, and battery-operated emergency lighting, as required by this contract. The Contractor must provide the report to the COTR by the tenth of each month. The *Emergency Systems Report* must indicate the name of the CSO that performed the tests, the date and time the tests were conducted, the location of the alarms, control panels and lighting. The report must also indicate if a repair order was placed, when and what time the repair order was placed, the name of the company and the person contacted for the repair, and when the equipment was repaired.

(h) Monthly Activity Report:

- (1) The Contractor must complete and submit a *Court Security Officer Monthly Activity Report* to the Government by the tenth calendar day of

each month. *The monthly report must include as an attachment, copies of the invoices submitted to each facility's COTR for the reporting period of the report.* The report or data will be subject to review and analyzed by the following offices listed in the chart below. The Contractor must provide an electronic copy of the data on a CD-ROM or other media mutually acceptable to the Government and the Contractor. For security and privacy reasons, the Contractor is prohibited from transmitting any data to the Government via the e-mail.

United States Marshals Service
Judicial Security Division
Judicial Protective Services
Attention: Operations Support Branch
Washington, DC 20530-1000

United States Marshals Service
Judicial Security Division
Judicial Security Contracts
Washington, DC 20530-1000

Each designated COTR.
(Refer to respective task orders for the mailing address.)

Administrative Office of the United States Courts
One Columbus Circle, N.W.
Court Security Office, Room G-310
Washington, DC 20544

- (i) Contractor's Employee Actual Pay and Benefits Data: At the request of the Contracting Officer, the Contractor must submit the names of all current employees that performed on this contract, their status (full-time or part-time), anniversary date, their appointed site address and their actual pay rate and employment benefit compensation. The data should be compiled to reflect the personnel assigned to each District. The Contractor waives any objection to the USMS' use of such data, including disclosure to offerors during any future solicitation process.

PART I – SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

- (a) Contracting Officer: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) Contracting Officer's Technical Representative (COTR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
- (1) Coordinate the technical aspects of this contract and inspect all required services.
 - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-1 (a), Inspection and Acceptance.)
 - (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

- (c) Other Federal Agencies: Under the authority of the Economy Act, the USMS has entered into mutual agreements with other Federal agencies to obtain security services by interagency agreements. These agencies will generally be referred to as an "Ordering Agency."

Federal Agencies other than the USMS, have limited contract administration authority. Primarily, these agencies are only authorized to serve as a paying office for the services specifically provided in their areas authorized in Schedule B of this contract.

G-2 CONTRACT ADMINISTRATION

The primary contract administration office (CAO) and the designated Contracting Officer for each circuit (*TO BE INSERTED AT CONTRACT AWARD*) are as follows:

Contract Administration Office
Contracting Officer
Judicial Security Contracts
Judicial Security Division
U.S. Marshals Services
Washington DC 20530-1000

G-3 TASK ORDERS

A task order, Option Form 347, is the official ordering document issued by the Contracting Officer that requires the Contractor to provide the services as described in Section C of this contract. All services will be ordered via task order. It provides the Contractor, among other things, a general description of services required, the maximum number of hours being requested, and the place of performance. The Contractor must not perform any services nor exceed the total task order price without prior written notice from the Contracting Officer. Payment will not be made for unauthorized work or costs.

G-4 OVERTIME SERVICES

- (a) Overtime hours and/or funds will be authorized by the Contracting Officer via task order. The COTR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order.

The Contractor must not perform overtime services that will exceed the maximum funding level provided by the task order.

- (b) Payment will not be made for unauthorized overtime worked or for overtime costs exceeding the maximum funding level.

G-5 INVOICE PAYMENTS

The Government will, on a monthly basis, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services in accordance with this contract.

G-6 INVOICE REQUIREMENTS

- (a) Invoice Procedures:

The Contractor must prepare and submit an itemized invoice for each facility to the designated COTR or as specifically instructed in Option Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The Contractor must submit a *proper* invoice in order to receive payment.

The Contractor's invoice must include the following information:

- (1) The name and address of the business concern;
- (2) The invoice date;
- (3) Contract number, task order and/or modification number;
- (4) A description, and the quantity of supplies or services furnished, as well as the associated contract line item number(s);
- (5) Shipping and payment terms;
- (6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;
- (8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);
- (9) The date delivery occurred or the period over which services were provided;
- (10) The Contractor must include the following statement on each invoice:

CERTIFICATION

I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.

Contracting Officer's Technical Representative

Date

Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of CSO and Government acceptance of services;
- (2) After receipt of a proper invoice and the required monthly activity report;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The paying office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

(b) Invoicing for CSO Travel:

- (1) The Contractor will be reimbursed for per diem (transportation, lodging, meals and incidental expenses) incurred by the CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46 and the Department of Justice Travel Guide, and the applicable Government Travel Regulations (GTR) per diem rates, in effect at the time of travel. Travel costs will not be reimbursed in an amount greater than the cost of, and time required for coach class, commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit.
- (2) Per diem is not allowable at the CSO's regular duty station (RDS) or within an area located within a 50-mile radius of the RDS. When a CSO is required to travel to an alternate duty station (ADS) beyond 50

miles of their RDS via a privately owned vehicle (POV) (either personally or contractor-owned), mileage expenses will be paid from the RDS to ADS in accordance with guidelines outlined in the GTR and only at the rate effective at the time of travel. If the CSO must visit their RDS prior to departing for an ADS, time (including travel to work overtime) and mileage will be calculated pursuant to the terms found in paragraph (3)(ii) below.

- (3) When a CSO is required to travel to an ADS via a POV and the mileage range is in excess of a 50-mile radius from the RDS, the following applies:
 - (i) When a CSO is required to visit their RDS prior to departure for an ADS: (1) mileage will be calculated from the RDS to the ADS; and (2) time will be calculated from the time of departure from the RDS to the arrival at the ADS, not from the CSO's residence. Time will be calculated on a reasonable basis taking into consideration normal traffic patterns and speed limits for the particular route taken. The route used will be the most direct route from the RDS to the ADS. The cognizant COTR will be the determining official should a question arise concerning the most direct route. (If travel occurs during normal duty hours, the pay will be in accordance with the Basic Rate).
 - (ii) When the CSO travels directly to an ADS: (1) mileage will be calculated as total miles traveled one way, from the CSO's residence to the ADS, less mileage calculated from the CSO's residence to the RDS; (2) time will be calculated from the time of departure from the CSO's residence to arrival at the ADS, less that time which would be attributable to normal commuting from the CSO's residence to the RDS; and (3) if, in the event the mileage from the RDS and the ADS exceeds 50 miles, but the mileage from the CSO's residence to the ADS is less than 50 miles, the policy for travel not exceeding 50 miles from the RDS will apply.
 - (iii) The Contractor will use the following billing methods for CSO travel in excess of a 50-mile radius from the CSO's RDS:
 - (A) Mileage: If use of POV is authorized, allowable mileage will be billed at the applicable GTR rate that is current at the time of travel.

- (B) Time: For compensation for CSOs in a travel status (i.e., to and from the ADS), the Contractor must bill the Basic Rate, up to 40 hours per week. Any time in excess of a 40-hour week will be billed at the overtime rate.
- (iv) The Contractor must submit an individual travel invoice for each CSO. Partial or piecemeal invoices must not be submitted or considered for payment purposes.
- (v) The Contractor's invoice must be accompanied with a Standard Form (SF) 1034, "Public Voucher Purchases and Services Other than Personal," Section J, *List of Attachments* for travel reimbursement. The Contractor must also attach backup for the amount claimed on the *CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement* form, Section J, *List of Attachments*. The voucher must include, at a minimum, the following information:
- (A) The invoice date;
 - (B) The name of the traveler;
 - (C) The description of the travel;
 - (D) The contract number and the district in which the travel was incurred; and,
 - (E) The period covered.
- (c) Invoicing for Overtime:
- (1) All hours billed in excess of a 40-hour work week (Sunday through Saturday) must be certified by the COTR in order for payment to be made (See terms and conditions set forth in Section C-26, *Overtime and Holiday Performance*.) Where the Contractor incurs overtime without the COTR's approval, the Government will have no liability to pay for those services.
- (2) A SF 1035 must be used for invoicing for overtime. In addition to the invoice requirements stated in paragraph G-4, the voucher for overtime must be annotated with the following information:
- (i) The name of the employee who worked; and,
 - (ii) The number of hours in excess of the employee's normal 40 hour work week.

(d) Invoicing Period:

Invoices must be submitted on a monthly basis only and must be submitted in accordance with Section G-6, *Invoice Requirements*, of the contract. Invoices must also be accompanied by, or preceded by, the Monthly Activity Report required in Section F-2, *Deliverables*.

G-7 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES

- (a) Price adjustments resulting from wage determination increases incorporated into this contract will be processed in accordance with Federal Acquisition Regulation (FAR) 52.222-43, Fair Labor Standards Act (FLSA) and Service Contract Act (SCA)-- Price Adjustment (Multiple Year and Option Contracts).

(b) Applicability:

- (1) The Contractor must only submit a price adjustment notice for new or revised wage determinations officially incorporated into this contract by the Contracting Officer. The SCA and the FLSA contract price adjustments only apply to the labor categories listed on the Department of Labor's wage determinations that perform the work of the contract. Adjustments are limited to labor costs only. No adjustment will be made for business expenses such as uniform costs, medical exams, weapon qualifications or any other item listed in a wage determination or included in a Collective Bargaining Agreement that is not considered a direct labor cost.
- (2) Site Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or Collective Bargaining Agreement.

(c) Time Requirements:

The Contractor must submit the price adjustment notice to the Contracting Officer within 30 days after receiving a new wage determination, unless an extension of this notification has been granted by the Contracting Officer.

- (d) (1) Methodology: Price adjustment claims will be based on the total number of hours ordered by the Contracting Officer for a given contract

period. Each position equates to a maximum of 2008 hours per contract period.

(2) Format: The Contractor's claim must include the following elements:

- (i) Names of the employees for whom the wage determination will effect, including their employment status (full-time or part-time) (Number of hours should not exceed the total number of positions ordered by the Contracting Officer for the applicable contract period.);
- (ii) the actual wage rate paid each employee for which a price adjustment is sought;
- (iii) Each employees payroll record;
- (iv) Documents supporting impact on fringe benefit costs, if applicable;
- (v) Documents supporting costs (payroll taxes), if applicable;
- (vi) A hard copy and an electronic copy of the claim (i.e., spreadsheet).

The Contractor's claim for a price adjustment should be presented in a manner that clearly defines the methodology/formula used to determine the increase amount sought. Using the columns indicated below, the price adjustment must be computed as follows. A detailed sample spreadsheet is provided in Section J, *List of Attachments*.

Position	Contract Rate	Current Wage Rate	Revised Wage Determination Rate	Rate of Increase	Application of Applicable Fringe Benefits and Taxes	Total Projected Hours or Actual Hours Worked.	Total Price Increase (Fully Burdened)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

- (e) Certification. As required in FAR 52.222-43 paragraph (b), the Contractor warrants the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price labor rates in writing. The Contractor must continue performance until an agreement on or determination of any such adjustment and its effective date has been made. Violation of this requirement can be used as grounds for contract default.

G-8 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a) Mr./Ms. (Name) of (Organization) (Room No.), (Building), (Address), (Area Code & Telephone No.), **(TO BE APPOINTED AT CONTRACT AWARD)** is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, 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, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

PART I – SCHEDULE**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H-1 SUBCONTRACTING RESTRICTION**

Except as specifically stated in this contract (Reference Section H, Clause titled Subcontract [FAR 52.244-2 (Aug 1998)] or approved in writing in advance by the Contracting Officer, the Contractor must not subcontract any work under this contract. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the U.S. Marshals Service, such subcontracting will not adversely affect the quality of delivery of services nor the difficulty or cost of inspection and testing. All requests for approval to subcontract must be submitted in writing to the Contracting Officer for consideration and approval.

H-2 INDEMNIFICATION

- (a) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and reasonable costs of any person or persons and for loss or damage to any Contractor 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 negligent acts or negligent omissions of the Contractor, any subcontract, or any employee, agent, or representative of the Contractor or subcontractor.
- (b) 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 damage 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 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 instructions of assignment in favor of the Government, in obtaining recovery.

H-3 REMOVAL OF CSOs AND OTHER CONTRACTOR PERSONNEL FOR VIOLATIONS OF THE CSO PERFORMANCE STANDARDS

- (a) The Contractor shall be responsible for providing employees that meet the qualifications and requirements established under the Contract. Any employee provided by the Contractor that fails to meet the CSO performance standards set forth in Section C may be removed from performing services for the Government under this Contract upon written request of the Contracting Officer.
- (b) The United States Marshals Service reserves the right at all times to determine the suitability of any Contractor employee to serve as a CSO. Decisions rendered under any dispute resolution process, including assisted settlement, negotiation, consultation, mediation, mini trials, arbitration or any other process available to the contractor and its employees shall not be binding upon the United States Marshals Service. Any decision to continue a Contractor employee in a CSO capacity will be made solely by the Judicial Protective Services on a case-by-case basis in accordance with the requirement to safeguard the federal judicial process, the Judiciary, citizens, and property as per policies and directives governing Judicial Protective Services operations.
- (c) Any employee provided by the Contractor that the Contracting Officer asserts has failed to meet the performance requirements set forth in Section C, Description/Specifications/Statement of Work, may be removed from performing services under this contract. The United States Marshals Service reserves the right to temporarily remove a CSO under investigation for an alleged serious performance standard violation or criminal charge from performing under the contract. The individual's firearm and credential must be returned to the USMS until the alleged incident is resolved. A determination by the Contractor that an employee's performance can be corrected by discipline and/or other measures and still meet the terms of the contract shall be made in writing to the Contracting Officer. The Contracting Officer and Judicial Protective Services shall make the final determination of suitability. In the event that an employee consistently fails to perform following notification by the Contracting Officer, the Contractor may be assessed liquidated damages. Liquidated damages shall be computed for each affected employee as outlined in Section F-1, *Liquidated Damages - Supplies, Services or Research and Development*.

- (d) If requested by the Contracting Officer or a designated representative, the Contractor shall provide a written explanation to the Contracting Officer, providing the facts and argument regarding the proposed removal of an individual. In the event that the Contracting Officer or designated representative has requested the removal, a written response from the individual subject to the removal, if any, and a written statement of the Contractor's position on the removal of an individual must be forwarded to the Judicial Protective Services, through the Contracting Officer, within 15 days of the initial removal notice for a final decision.
- (e) Notwithstanding the requirements of Paragraph (b), above, any employee provided by the Contractor that engages in actions such as misuse of weapons or credential that have been provided, removal of assigned weapons or credential from the courthouse/site, improper activity related to a jury, or engages in criminal conduct, whether on or off-duty, or any other activity that affects the integrity of the judicial process or is likely to compromise the security of the courts, shall be removed from performing services for the Government under this contract, and shall not be reassigned to this contract without the concurrence of the Contracting Officer. The Contractor shall notify its employees of this requirement and shall post this requirement in a conspicuous location.
- (f) The Contractor shall be required to submit with its proposal established procedures for disciplining employees who fail to comply with the terms of the contract. The Contractor's disciplinary procedures must provide, at a minimum, notice to the employee of any allegation(s) made concerning the employee's performance and an opportunity for the employee to respond.
- (g) The Contracting Officer will forward copies of all correspondence pertaining to the removal of the contractor's employees to the COTR responsible for overseeing contractor performance in each district.
- (h) The procedures of Section H-3 do not apply to situations where a CSO is removed for failure to meet the contract's medical and/or physical qualification standards and/or firearms qualifications.

H-4 INSURANCE COVERAGE

- (a) The Contractor must acquire and maintain at its expense during the entire contract performance period adequate insurance. Insurance coverage must, at minimum, provide the following:

- (1) \$100,000 per incident minimum Workman's Compensation and Employee's Liability Insurance.
 - (2) General public liability insurance covering all duties, services, and work to be performed under this contract. The insurance provides limits of liability for bodily injury not less than \$2,000,000 per person and \$5,000,000 for each occurrence, and property damage limits of liability of not less than \$200,000 for each accident. The general liability policy must name the "The United States of America, action by and through the Department of Justice," as an additional insured with respect to operations performed under this contract.
 - (3) Automobile Liability Insurance written on the comprehensive form of policy of \$1,000,000 per person and \$5,000,000 per occurrence for bodily injury, and \$200,000 per occurrence for property damage.
- (b) Each liability policy must include the following provision:
- "It is a condition of this policy that the company shall furnish written notice to the Department of Justice, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."
- (c) Insurance is to be effective throughout the term of the contract. Upon request, the Contractor must furnish the Contracting Officer as evidence of requirement insurance, certified true copies of liability policies and manually countersigned endorsements of any changes thereto. Renewal policies must be furnished not less than five days prior to the expiration of current policies.

H-5 LICENSES

The Contractor must secure and maintain in a current status all required licenses and permits applicable to the lawful functioning within the locations listed in Section B, Supplies or Services and Prices / Costs. In doing so, the Contractor must furnish evidence to the Contracting Officer, of a company license (state and/or local) authorizing the company to provide guard service within that state and/or locality, or evidence of application for same, within 14 days after request by the Contracting Officer.

H-6 FACILITY SURVEY PRIOR TO ASSUMING/COMMENCING CONTRACT PERFORMANCE

After the award, but prior to performance, the Contractor must coordinate a facility survey with the COTR for purposes of familiarizing each Contractor personnel with the CSO post assignment records and the Judicial Security Plan designed specifically for that facility. A facility survey must also be performed on the first day of duty for each Contractor personnel hired after implementation of the contract.

H-7 RECORDING PRESENCE

All Contractor personnel performing work at a USMS site must sign in when reporting for duty and sign out when leaving at the end of the work day on a "Record of Time of Arrival and Departure" form. This form will be provided and secured at an area designated by the COTR.

H-8 WAGE DETERMINATIONS

- (a) Wage determinations, as reflected in Section J, *List of Attachments*, *Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed in the performance of this contract. Contractor employees assigned to labor categories listed in the wage determination must be paid no less than the minimum monetary wage and furnished fringe benefits as indicated in the wage determination. The Contractor must immediately pay these employees the minimum wages and fringe benefits upon receipt of the applicable wage determination. This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.
- (b) Wage determinations, as reflected in Section J, *List of Attachments*, *Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed as a CSO during the performance of this contract.

H-9 LIABILITY FOR START-UP COSTS

- (a) *Liability for Background Investigations Costs During Contract Start-Up* - During the contract transition phase only, the Contractor will be responsible for the costs of background investigations for all non-incumbent CSO

applicants in the amount of \$1,895.00, unless the Contractor can substantiate that an offer for employment was made to an incumbent CSO and that offer was rejected. The Government will assess the amount from the Contractor's invoice. The amount of \$1,895.00 represents the additional costs of the Government performing background checks on a new applicant.

- (b) Start-Up Cost - The Government will only be liable for actual start-up costs incurred by the Contractor. If the Contractor does not provide a complete uniform as stated in Section C to a CSO during a contract performance year, the Government will not be liable to reimburse the Contractor for uniform start-up costs.

The Government will not reimburse the Contractor for start-up costs associated with hiring individuals in excess of the number of personnel required for the CSO positions authorized in Section B, Supplies or Services and Prices / Costs, or subsequent positions authorized by the Contracting Officer. Additionally, the Government will not be liable for start-up costs caused by turnover of contractor employees or when previously approved CSOs fail either preliminary or background investigations, except those specific cases set forth in Section C-8, *Turnover*.

H-10 QUANTITIES FOR MINIMUM AND MAXIMUMS

- (a) For the purpose of determining the contract minimum guarantee as described below, the number of CSO positions must be the number of positions specified on the Specification and Pricing Proposal Sheet. ***Neither LSSO nor SSO positions are included in the contract minimum guarantee calculations.*** A position equates to a CSO working a 40-hour workweek. The Government guarantees that a minimum amount of work will be ordered under this contract. The minimum guarantee will be determined by the Specification and Pricing Proposal Sheet for the base contract period. The amounts must be determined as indicated in the following paragraphs.
- (b) For the base contract period, the minimum guarantee will be computed by multiplying the basic hourly rate for each location, by the number of CSO positions for each location, multiplied by 174 estimated average hours per month, multiplied by four months. This guarantee is subject to the availability of funds.
- (c) If there are less than four calendar months remaining between the date of the award and the end of the Government's fiscal year in which the award is being made, then the minimum guarantee is to be calculated with the lesser number of months and the resultant shortfall from the amount calculated using four

months may be subsequently provided subject to the availability of appropriated funds for performance beyond the end of the fiscal year. (The Government's fiscal year ends on September 30 of each year.)

- (d) For the purpose of determining the contract maximum for the base contract period, the number of CSO positions will be 100% of the number of positions specified on the Specification and Pricing Proposal Sheet.

H-11 DEPARTMENT OF JUSTICE DEADLY FORCE POLICY

The Contractor must ensure that its employees fully comprehend and comply with Section J, *List of Attachments, Department of Justice Deadly Force Policy*.

H-12 NOTICE REGARDING FIREARM POSSESSION/DOMESTIC VIOLENCE

Title 18, Section 922(g)(9) of the United States Code makes it a federal felony for anyone previously convicted of a misdemeanor crime of domestic violence to possess a firearm or ammunition. "Misdemeanor crime of domestic violence" is generally defined as any offense whether or not explicitly described in a statute as a crime of domestic violence which has as its factual basis the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent or guardian. A person falls under the prohibition of the statute if he or she has ever been convicted of a misdemeanor crime of domestic violence. The term "convicted" is generally defined in the statute as excluding anyone, whose conviction has been expunged, set aside or has received a pardon.

H-13 NOTICE REGARDING BLOOD BORNE/AIR BORNE PATHOGENS EXPOSURE

- (a) The Contractor is hereby provided notice that there is risk of occupational exposure to potentially infectious materials for their employees under this contract. It is the Contractor's responsibility to inform its employees of this risk.
- (b) The Contractor must formally document the acknowledgment of its employees that they have been made aware of the associated risks and that the Contractor is responsible for ensuring that they take self-protective measures whenever they are subject to such exposure.

- (c) The Contractor must ensure that its employees are made aware that they should not be handling prisoners or accessing cellblock areas on a routine basis as this is not a requirement of the contract and puts the employee at a high level of risk of infection.
- (d) Any cost to the Contractor associated with their compliance to this portion of the contract is the responsibility of the Contractor.

H-14 KEY PERSONNEL

- (a) The Contractor must assign a contract manager and site supervisors to key positions. These individuals are considered essential for the work required. The Contractor must not make a diversion or substitution of any key personnel without the written consent of the Contracting Officer. The following key personnel are assigned to this contract:

<u>Name</u>	<u>Role</u>	<u>Company</u>
1.		
2.		

- (b) During the first 90 days of performance, no substitution of key personnel will be allowed unless the substitution is necessitated by illness, death, or termination of employment. In any of these events, the Contractor must notify the Contracting Officer within 72 hours of knowledge by the Contractor and provide the information required by paragraph (c) below. After the initial 90-day period, all proposed substitutions must be submitted in writing to the Contracting Officer for approval.
- (c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The qualifications of any proposed substitutes must meet or exceed the contract requirements. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

H-15 RESIDENCY REQUIREMENT

The Department of Justice Residency Requirement is amended to apply to all DOJ contracts employed within the United States, both United States citizens and non-United States citizens.

The Residency requirements states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

Additionally, an individual, whether employee or contractor, who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the allied countries list are subject to change, refer to the following website for current information: <http://www.opm.gov/employ/html/Citizen.htm>

H-16 PROCEDURES FOR ADDRESSING COURT SECURITY OFFICER (CSO) MISCONDUCT OR FAILURE TO PERFORM

Report of an alleged misconduct or failure to perform will be processed as follows:

- (a) Upon receipt of notification of an alleged misconduct and/or performance violation, the Contracting Officer will request the Contractor to investigate the alleged action. The Contractor must investigate the alleged action and report the results of the investigation to the Contracting Officer within five (5) business days of notification. The results of the investigation must include all investigative supporting documents, and the Contractor's recommendation for disciplinary action.
- (b) Based on a thorough review of the data provided by the Contractor's investigation and the information provided by USMS, if the Government does not agree with the proposed disciplinary action the Government may request the Contractor to reconsider its proposed remedy and submit its response to the Contracting Officer within two (2) business days of the date of the notification letter.

Part II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE – Listing of Contract Clauses Incorporated by References

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEPT 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODS

52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING -MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSETS REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.216-5	OCT 1997	PRICE REDETERMINATION- PROSPECTIVE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)
52.219-16	JAN 1999	LIQUIDATED DAMAGES- CONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEPT 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACTS ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.230-2	MAR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-2	SEP 2006	SERVICE OF PROTEST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATIONS
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-3	SEP 2000	CHANGES-TIME-AND-MATERIALS OR LABOR HOURS
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-4	JUN 2003	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT)(ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251.1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I-2. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through the Period of Performance as specified in Section B.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-3 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 the period of four months, 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 any order for a single item in or combination of items in excess of 100% of the existing number of CSOs assigned to a given District per contract period for the Basic Rate. No limitations are set for Start-up costs; however, a limit does apply to the Overtime Rate. That limit is based upon the maximum quantity ordered by the Contracting Officer.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 10 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.

I-4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of performance of the contract.

**I.5 52.216.29 TIME-AND MATERIALS LABOR-HOUR PROPOSAL
REQUIREMENTS-NON-COMMERCIAL ITEM ACQUISITION WITH
ADEQUATE PRICE COMPETITION (FEB 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;
- (c) The offeror must establish fixed hourly rates using—
 - (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between

divisions, subsidiaries, or affiliates of the offer under a common control;

- (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
- (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

I.6 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.7 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 day provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 10 months.

I.8 FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

1.9 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (Dec 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I-10 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	
<u>Court Security Officer</u>	<u>GS-6 (see below)</u>	
3 rd Circuit	Shreveport, LA	Texarkana, TX
Wilmington, DE	Monroe, LA	Marshall, TX
	Alexandria, LA	Sherman, TX
	Lake Charles, LA	Lufkin, TX
	Lafayette, LA	Plano, TX
Newark, NJ	Baton Rouge, LA	Houston, TX
Trenton, NJ		Galveston, TX
Camden, NJ		Laredo, TX
Philadelphia, PA	Oxford, MS	Victoria, TX
Reading, PA	Greenville, MS	McAllen, TX
Easton, PA	Aberdeen, MS	Brownsville, TX
Allentown, PA	Jackson, MS	Corpus Christi, TX
Scranton, PA	Hattiesburg, MS	San Antonio, TX
Harrisburg, PA	Biloxi, MS	Austin, TX
Wilkes-Barre, PA	Gulfport, MS	El Paso, TX
Williamsport, PA	Gulfport, MS	Midland, TX
Pittsburgh, PA	Natchez, MS	Waco, TX
Erie, PA		Del Rio, TX
Johnstown, PA	Dallas, TX	Pecos, TX
	Abilene, TX	Alpine, TX
St. Thomas, VI	Amarillo, TX	
St. Croix, VI	Fort Worth, TX	
	Lubbock, TX	
	San Angelo, TX	
5 th Circuit	Tyler, TX	12 th
New Orleans, LA	Beaumont, TX	Washington, DC
		Arlington, VA

I-11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I-12 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):

<http://www.arnet.gov>

I.13 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DEPARTMENT OF JUSTICE ACQUISITION REGULATION (JAR) (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.14 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

<i>ATTACHMENT</i>	<i>TITLE</i>
I	APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATIONS
1(A)	Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements
1(B)	Current Seniority Listing For All LCSOs and CSOs

ATTACHMENT	TITLE
2	CSO STAFFING FORMS
2(A)	CSO Form 001, Contractor's Court Security Officer Staffing Notification
2(B)	CSO Form 004, Acknowledgement of Conditions of Court Security Officer Eligibility
2(C)	CSO Form 005, Court Security Officer Contractor's Background Check Form
2(D)	CSO Form 006, Certification of Court Security Officer Performance Standards
2(E)	CSO Form 007, Certificate of Compliance, The Lautenberg Amendment, Title 18, Section 922(G)(9) of the United States Code
2(F)	CSO Form 008, In-District (Phase I) Orientation Certification
2(G)	CSO Form 009, Notification of a Court Security Officer's Official Performance Date
2(H)	CSO-229, Certification of Medical Examination for Court Security Officers
2(I)	CSO-234, Personal Qualifications Statement (Court Security Officer)
2(J)	CSO FORM 014, CSO Weapons Qualification Record
2(M)	FD-258, FBI Fingerprint Card
2(N)	CSO Form 013, CSO Contractor's Medical Practitioner's Data Sheet
2(O)	CSO Form 012, CSO Contractor's Request to Reevaluate an Individual's Medical Qualification
2(P)	CSO Form 015, Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. Seq.
2(Q)	Standard Form 85P, Questionnaire for Public Trust Positions
2(R)	Standard Form 86, Questionnaire for National Security Positions, Form

DJMS-08-D-0011

Attachment I

Applicable Department of Labor Wage Determinations

DOL WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT

DISTRICT	CITY	COUNTY	REVISION DATE	WAGE DETERMINATION	UNION
Delaware	Wilmington	New Castle	9/7/2007	CBA-2007-1481	Court Security Officers of Wilmington, DE
New Jersey	Trenton	Mercer	9/7/2007	CBA-2007-1484	Security Officers, Police & Guards Local 1536
	Newark	Essex	9/7/2007	CBA-2007-1483	Security Officers, Police & Guards Local 1537
	Camden	Camden	9/7/2007	CBA-2007-1482	Security Officers, Police & Guards Local 1538
Eastern District of Pennsylvania	Philadelphia	Philadelphia	8/27/2007	CBA-2007-1403	United Government Security Officers of America Local 58
	Reading	Berks County	8/27/2007	CBA-2007-1404	United Government Security Officers of America Local 58
	Allentown	Lehigh	8/27/2007	CBA-2007-1405	United Government Security Officers of America Local 58
	Easton	Northampton	7/27/2007	CBA-2005-2449 Rev. 4	United Government Security Officers of America Local 58
	Harrisburg	Dauphin	8/27/2007	CBA-2007-1406	International Union, United Government Security Officers of American Local 73
Middle District of Pennsylvania	Wilkes-Barre	Luzerne	8/27/2007	CBA-2007-1407	International Union, United Government Security Officers of American Local 73
	Williamsport	Lycoming	9/12/2007	CBA-2007-1536	International Union, United Government Security Officers of American Local 73
	Scranton	Lackawanna	8/27/2007	CBA-2007-1408	International Union, United Government Security Officers of American Local 129
Western District of Pennsylvania	Pittsburgh	Allegheny	8/27/2007	CBA-2007-1410	United Government Security Officers of America Local 139
	Johnstown	Cambria	8/27/2007	CBA-2007-1409	United Government Security Officers of America Local 139
	Erie	Erie	8/24/2007	CBA-2007-1391	United Government Security Officers of America Local 139
Virgin Islands	Statewide	Statewide	9/17/2007	CBA-2005-2553 Rev. 3	United Government Security Officers of America Local 60

Delaware

Delaware

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 Wage Determination No.: CBA-2006-60 Revision No.: C Date Of Last Revision: 1/26/2006
William W.Gross Director	Division of Wage Determinations
State: Delaware	
Area: New Castle	

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: Federal Court Security Officers of Wilmington, Delaware, effective 7/5/2005 through 7/31/2008.

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).

COLLECTIVE BARGAINING AGREEMENT

Between

FEDERAL COURT SECURITY OFFICERS
OF WILMINGTON, DELAWARE
(FCSO)

and

MVM, INC.

July 5, 2005 through July 31, 2008

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PREAMBLE

THIS AGREEMENT is made and entered into this July 5, 2005 by and between MVM, INC., currently located at 1593 Spring Hill Road, Suite 700, Vienna, VA 22182 hereinafter referred to as the "Employer" or "Company," and Federal Court Security Officers of Wilmington, DE (FCSO), hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect upon ratification. All economic provisions of this contract shall be in effect as of October 1, 2005, including but not limited to compensation and fringe benefits.

ARTICLE #1

UNION RECOGNITION

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

ARTICLE #2

DEFINITIONS

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

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

ARTICLE #3

MANAGEMENT RIGHTS

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

These rights include but are not limited to:

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

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

ARTICLE #4

EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

ARTICLE #5

PROBATIONARY PERIOD

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

ARTICLE #6

SENIORITY

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

5. A settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer;
 6. The employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
 7. The U.S. Government revokes the Employee's credentials as a CSO; or
 8. The Employee is permanently transferred out of the bargaining unit.
- G. Any bargaining unit employee who is transferred in good standing to a non-bargaining unit position shall retain the seniority the employee had at the date of the transfer, but shall not accumulate additional seniority while in his/her new capacity. If the Employee later returns to the bargaining unit in good standing, the Employee will return to a position on the seniority list to which his/her retained in accordance with his/her retained seniority.

ARTICLE #7

TRANSFERS, LAY-OFF, AND RECALL

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

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

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

ARTICLE #8

JOB OPPORTUNITIES

A. Filling Vacancies

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

B. Shared Position Employees

The Company is obligated under its contract with the USMS to fill a designated number of shared positions in order to provide full staffing level coverage, to increase security

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

C. Temporary Assignments

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles #2 and #3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement.

D. Appointment of Lead CSOs

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

ARTICLE #9

GRIEVANCE PROCEDURE

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

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

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

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

ARTICLE #10

DISCIPLINE

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

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

21. The employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;

22. The employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave.

ARTICLE #11

HOURS OF WORKD AND OVERTIME

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

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

ARTICLE #12

WAGES

- A. The hourly rates of pay for each Employee classification is set forth in Appendix A of this Agreement, which is attached hereto and incorporated herein by reference.
- B. In the event that an Employee reports to work for his/her shift without being notified not to report, and work is not available, the Employee shall be paid for four (4) hours Reporting Pay at the Employee's regular rate of pay, including all benefits and allowances.

ARTICLE #13

HOLIDAYS

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

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

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

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

C. An employee who works on a Holiday will be paid for all hours he/she works, as provided in Section D. The employee shall also receive eight (8) hours of Holiday Pay if

1. The employee works on the Holiday as scheduled or assigned, and on his/her last scheduled work day prior to, and his/her first scheduled work day after, the day on which the Holiday is observed; and
2. The employee is not laid off or on a leave of absence.

D. Any full-time employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and shall also receive eight (8) hours of Holiday Pay providing the employee meets the requirements of Section C, above.

E. Any part-time employee who works as scheduled on a Holiday shall receive the Employee's appropriate rate of pay for all hours worked on the Holiday plus prorated Holiday Pay based on the prior week's hours of work.

F. Holiday pay for part-time employees who do not work on a Holiday and who meet the eligibility requirements set out in Section B, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).

G. Employees assigned to work Christmas and Thanksgiving will receive time and one-half (1½) plus Holiday Pay calculated under Section D or E above, as applicable.

H. An employee shall not receive Holiday Pay for a Holiday if the Employee is scheduled to work on a Holiday and fails to report for such work.

I. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.

J. The employees Birthday is a floating day which is to be used within two (2) weeks either before or after the employee's Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30th of the current year.

ARTICLE #14

SICK/PERSONAL LEAVE

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

ARTICLE #15

BEREAVEMENT LEAVE

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

ARTICLE #16

VACATIONS

- A. Each full-time employee shall earn Vacation time in accordance with the following schedule:
 - Upon completion of each of the 1st through 4th year of service - 80 hours
 - Upon completion of each of the 5th through 9th year of service - 120 hours
 - Upon completion of each of the 10th through 14th year of service - 160 hours
 - Upon completion of each of the 15th and thereafter year of service - 200 hours
- B. Vacation time is not accrued in a prorated manner. That is, an Employee who has not completed a specific year of service has not accrued any vacation time for the current year of service.
- C. Shared-time employees shall earn Vacation time at the same time and in the same manner as full-time employees, except that earned time will be prorated based on the Employee's total hours worked during the previous year as compared to 2,080 hours.

D. VACATION SCHEDULING

1. The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company to maintain efficient operations. It is the intent of the employer that every employee benefit from the rest and relaxation of vacation. If vacation is not taken voluntarily, the employer reserves the right to assign vacation during the year.
 2. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Lead SSO, in writing, prior to April 1st of each year indicating his or her first, second and third choice for desired vacation periods, if any. The Employer will recognize unit seniority when scheduling Employees for vacation. The Employer will post the final vacation schedule within ten (10) business days after April 1st of the current year. If an employee fails to make a request in writing prior to April 1st, seniority will not be applicable to displace anyone who made their request in a timely manner. The employee must complete the MVM Leave Request Form 600-1, indicating their 1st, 2nd and 3rd choice of dates for the leave. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements.
 3. If by April 1, an Employee requests less than the total amount of said Employee's vacation entitlement, the Employee may request to schedule additional vacation at any time. However, such requests after April 1 shall be granted by the Employer in accordance with its operational needs without regard to seniority. The Company will not deny vacation requests when the Employee gives a minimum of seven (7) days notice, only when it is possible to schedule full coverage without incurring overtime.
- E. Vacation pay shall be paid at the Employee's straight-time rate of pay, excluding any shift differentials. Vacation pay will include health and welfare payments in accordance with Article #19 and Appendix A, paragraph 3. Vacation time will not be considered as time worked for purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.
- F. Vacation time shall not be cumulative from one year to the next. Any accrued but unused Vacation time remaining at the end of a year of service will be cashed out and paid to the Employee with the Employee's next regularly scheduled paycheck after the end of the year. Any accrued but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of employee's employment.
- G. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid-off unless otherwise required by the United States Department of Labor.

ARTICLE #17

JURY DUTY

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

ARTICLE #18

LEAVES OF ABSENCE

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

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

- F. An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.
- G. A Union President and one (1) delegate will be granted an unpaid leave of absence for a maximum of seven days per year, upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

ARTICLE #19

HEALTH AND WELFARE

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

ARTICLE #20

PENSION

During the term of this Agreement, the Employer shall pay the pension funds in cash to the employee or if directed by the employee, make a pension contribution into the MVM 401k Plan at the rate set forth in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE #21

UNIFORM ALLOWANCE

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

ARTICLE #22

GENERAL PROVISIONS

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

ARTICLE #23

STEWARDS

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

ARTICLE #24

PHYSICAL EXAMINATIONS

- A. The employer may require, as a condition of initial and continued employment, that applicants and Employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any such physical examinations. Other than random field examinations, the Employee has the right to choose the physician who will perform the physical examination. Should the Client determine that an Employee is Not Medically Qualified, the cost of any follow-up medical examinations shall be paid by the Employee.
- B. Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.
- B. Upon hearing of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Article #9 of this Agreement.
- C. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment established by the Union or established by any other labor organization or group shall constitute a violation of Section A of this Article.
- D. Any Employee who violates the proscriptions of this Article will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE #26

UNION SECURITY AND MEMBERSHIP

- A. Each employee shall either:
 - 1. Remain a member of the Union for the remaining term of this Agreement; or
 - 2. Pay the Union service fee, as set forth below, for that term.
- B. Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring

or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

- C. The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fee as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Unions. The Company will pay to the proper officer of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than ten (10) days after the date of the deduction. The Unions shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including name, social security number, address, job classification and hire date of such employee on a monthly basis. Union can initiate dues and initiation fees for membership at any time the Union requires it.
- D. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks of the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of hi/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.
- E. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.
- F. Notwithstanding the above, all employees who are not members of the Union shall pay the Union a service fee. This service fee shall be an amount determined by the Union as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after Union request, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the employee's paycheck on a monthly basis.

ARTICLE #27

GOVERNMENT AND CLIENT SUPREMACY

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

ARTICLE #28

PARTIAL INVALIDITY

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

ARTICLE #29

AMENDMENT

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

ARTICLE #30

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this Agreement or any of its Provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.

ARTICLE #31

TERMINATION

- A. This Agreement shall be effective on July 5, 2005 and remain in full force and effect for a period of three (3) years until 11:59 p.m. on July 31, 2008, and thereafter for successive periods of one (1) year, unless either party, at least one hundred twenty (120) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.
- B. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the

terminating parties' receipt of notification by the Client that the Prime Contract will be reproposed by formal bidding (instead of renewed). Should either party receive such a notice from the Client, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within seven (7) calendar days of said receipt.

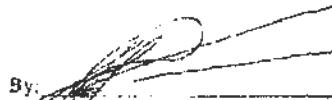
- C. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Director of Human Resources.
- D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the U.S. Court. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

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

FEDERAL COURT SECURITY
OFFICERS OF WILMINGTON, DE

MVM, INC.

By: 
José R. Rodríguez
President

By: 
José R. Morales, SPHR
Manager, Employee and Labor Relations

Date: 7/6/05

Date: 7/6/05

Appendix A

ECONOMIC PROVISIONS

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

	Current	10/1/2005	10/1/2006	10/1/2007
Base Wages				
Senior LCSO	\$25.75	\$26.52	\$27.05	\$27.86
LCSO	\$25.75	\$26.52	\$27.05	\$27.86
CSO	\$24.00	\$24.72	\$25.21	\$25.97
Uniform Allowance	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
H&W	\$ 2.10	\$ 2.87	\$ 2.97	\$ 3.07
Pension Plan Payment	\$ 1.06	\$ 1.08	\$ 1.10	\$ 1.12

Note: Senior LCSO will receive an additional fifty (0.50) fifty cents for all hours he or she performs work in the classification.

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:
1800 to 0600 5% of base wage per hour

2. Uniform Allowance

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

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

(c) Shoe allowance shall be \$50.00 annually.

3. Health and Welfare Allowance

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

4. Pension

Pension Plan Payment is the amount shown above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week.

Eastern PA

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 Wage Determination No.: CBA-2006-63 Revision No.: 2 Date Of Last Revision: 11/7/2006
William W.Gross Division of Director Wage Determinations	
<hr/>	
State: Pennsylvania	
<hr/>	
Area: Philadelphia	
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Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 58, effective 8/31/2005 through 8/31/2008 and amended on 8/3/2006.

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).

William W. Gross	Division of	Wage Determination No.: CBA-2006-66
Director	Wage Determinations	Revision No.: 2
		Date Of Last Revision: 11/7/2006

Area: Borks

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).

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

William W. Gross	Division of	Wage Determination No.: CBA-2006-65
Director	Wage Determinations	Revision No.: 2
		Date Of Last Revision: 11/7/2006

State: Pennsylvania

Area: Lehigh

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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

William W. Gross Division of Wage Determination No.: CBA-2006-61
Director Wage Determinations Revision No.: 2
Date Of Last Revision: 11/7/2006

State: Pennsylvania

Area: Northampton

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 58, effective 8/31/2005 through 8/31/2008 and amended on 8/3/2006.

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E/PA

AGREEMENT

Between

Local #58, International Union,
United Government Security Officers of America
(UGSOA)
Philadelphia, Reading, and Allentown

And

MVM, INC.

August 31, 2005 through August 31, 2008

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This Agreement entered into this 31 day of August 2005, by and
Between MVM, INC. (herein the "Company") Local #58, INTERNATIONAL UNION,
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), (herein the
"Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. This Agreement is entered between MVM, Inc. (after referred to as the Company) and Local #58, International Union, United Government Security Officers of America (UGSOA), (hereinafter referred to as the Union). The Company recognizes the Union as the sole exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B. This Unit is defined as all full-time and part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company for the 3rd Circuit in the State of Pennsylvania (Philadelphia, Allentown, and Reading), 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 parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

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 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.
- C. Intent of Parties - The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth their best efforts to cause the Bargaining Unit

Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of Management. Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right it had prior to the signing of this Agreement, to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment.
- I. These rights include:
- a. Hire;
 - b. Assign work;
 - c. Promote, Demote, Layoff;
 - d. Discharge, discipline or suspend for just cause;
 - e. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
 - f. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 - g. Determine the extent and manner in which services are provided to our customers;
 - h. Determine whether and to what extent any work shall be performed by Employees and how it shall be performed;
 - i. To bid or not bid, or to re-bid or not re-bid, the Contract with the Government;
 - j. To introduce new methods or improved methods of operation
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.
- C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d). Any of these proposed changes must be negotiated with the Union in accordance to the NLRA.

ARTICLE #4

CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work Forty (40) hours a week.
- B. Share-time employees are those employees who regularly work an average of twenty (20) hours a week and less than of forty (40) hours a week. Share-time employees are eligible for Holiday pay, Personal/Sick Leave and Vacation leave benefits of ½ the full-time benefit. If they are paid more than 1040 hours per year, benefits are pro-rated on hours paid.
- C. The Employees currently on the MVM, Inc. contract with the USMS in the 3rd Circuit in Philadelphia, Reading and Allentown, Pennsylvania, on the effective date of this CBA will retain their eligibility to obtain full time benefits after paid hours equal to or greater than 1664 annually. All employees hired after the effective date (in the year 2005) of the CBA will receive prorated benefits in accordance to Article #4B of the CBA.
- D. 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.
- E. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

- A. Should any part of this Agreement or any provision herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or by a decree of any court 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, or transfer and selection for training.
- B. The parties agree to comply with all 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 employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATIONS

- 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, to be engaged for a probationary period, during which they may be discharged without regard to cause without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

- A. Seniority for all purposes shall mean the total length of time the employee has been employed by the company and predecessor companies in the District of Local #58, State of Pennsylvania, under the United States Marshals, Federal Court Security Officers Program. There will be one seniority list for each location (Philadelphia, Allentown, and Reading).
- B. In the event of a lay-off or recall from lay-off, seniority within entire Bargaining Unit, 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 shall be laid off before employees with seniority.
- C. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company, his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.
- D. An employee who is unable to report to work because of non-occupational injury or illness shall retain his/her seniority and position 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, except they shall be subject to lay-off according to their seniority.

E. An employee's seniority shall be terminated upon the occurrence of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his/her intent to return to work, and/or does not return to work in accordance with the requirements in this Article;
- Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
- An employee transfers out of the bargaining unit.

F. 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 additions or deletions thereto.

G. An employee who accepts a management position with the Company, and returns within thirty (30) days retains their seniority. If the employee returns to the Bargaining Unit after thirty (30) days, they will retain their seniority with the Company but will return to the bottom of the seniority list with the Bargaining Unit.

H. It is understood that senior full time employees shall have preference of assignments to shifts and the shifts regular day off, and temporary or permanent assignments. Seniority shall be used for recall after lay off, overtime, and holiday work assignments for all employees.

I. Share time employees may be given preference to shift hour, by seniority, but will not work steady shifts. All shared time hours will be divided equally amongst share times. When additional hours become available the most senior shared time employee will be given preference, if all other time is equal (i.e. If all share time are scheduled to work four (4) days, the most senior Share time employee will be offered the fifth (5th) or additional day.) All shared time employees assigned to Philadelphia will be periodically scheduled to work the Nix or Byrne Courthouses to ensure familiarity with the post. Once assigned to a schedule, no switching will be permitted without the prior approval of the Site Supervisor. Share times will have preference to work locations such as Nix or Byrne Courthouse, but there is no guarantee of assignment.

J. When the Company determines that a shift assignment has an opening, the Company will fill the opening in the following manner:

1. Post a notice of the opening to all full-time and share-time employees at all sites, within Bargaining Unit, which includes shift hours days off and any other pertinent information. The notice will be posted for seven (7) calendar days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee that requested the opening. Preference will be given to seniority in the site in which the opening occurred. If no full-time employee requested the position, it will be awarded to the most senior share-time employee. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:

2. Should the filling of a vacancy under this article create subsequent openings, all will be

filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company may fill the job from outside the Bargaining Unit.

3. Any Full-Time CSO, who returns to Share-Time classification, by his/her request, will be subject to a six (6) month waiting period before they can bid on a Full-Time position.
4. The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties, as described by the National Labor Relations Act.

ARTICLE #9

DISCHARGES

- A. The Employer shall have the right to discharge, discipline, or suspend an employee for just cause.
- B. Any new employee not granted a security clearance that is required by the controlling Governmental Agency shall be discharged without recourse to grievance or arbitration procedures.
- C. Upon termination of employment employees will be paid at their individual rates for any vacation, sick, or personal time earned but not used.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

- 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. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.
- C. All grievances shall be presented and processed in accordance with the following procedures:
 1. Informal Procedure. Both the Company and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit. If during the course of this discussion either the employee or the supervisor deems it desirable, steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within ten (10) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

2. Step 1 - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and steward.
 3. Step 2 - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and steward.
 4. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. Written grievance shall be presented to the Contract Manager through the site supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.
- D. Arbitration Procedure - Grievances processed in accordance with the requirements, outlined above, that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements and remain unsettled shall be processed in accordance with the following procedures and limitations:
1. Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union may meet telephonically to jointly attempt to agree upon a settlement of the grievance. If both parties agree that no settlement can be reached, they will proceed with the following steps: if, within fifteen (15) days, the parties fail to agree upon a settlement, the Union will request the American Arbitration Association (AAA) to supply a list of arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
 2. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs. Any award of 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 and effect, and shall not be binding on the Employer. Except that back pay (only) will be paid in cases that the Employer initiated the action and provided incorrect information, which resulted in the cause of the action against the Employee.

3. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
4. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
- E. Class Action - The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.
- F. No Individual may move a grievance to arbitration.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary Action will consist of a verbal warning, a written warning, and suspension or termination.
- B. Anytime an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present, if requested by the employee. Both the employee and the Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the Company requests a meeting in reference to a disciplinary action, the employee required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent. This does not include any representative requested by the employee.

ARTICLE #12

HOURS WORKED AND OVERTIME

- A. A regular work day is defined as a continuous eight (8) hour shift for both full-time and share-time employees.
- B. Employer shall endeavor to provide all Employees two (2) days off in a row.
- C. 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) workweek. Hours paid that are not worked, e.g., personal leave, holidays, and hours spent conducting Union business, do not

count as hours worked for overtime purposes. Vacation hours taken and paid are counted as hours worked for overtime purposes.

D. 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/she will be passed over and the next Bargaining Unit employee on the list will work overtime. The Bargaining Unit employee's name 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-in, which results in overtime.
 4. The Company will not adjust an employee's schedule during a weekly period to reduce overtime.
- E. 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 must be approved in advance by the Site Supervisor or in his absence the Lead CSO.

(NOTE: The 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).

1. The Site Supervisor and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.
2. It is agreed that Bargaining Unit employees will not be given time off, hours adjusted or shift changed in order to offset the payment of overtime.

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. Payday will be no later than 14 days following the close of the period.
- 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.
- C. In the event a disputed/undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made in the next pay check after the error has been brought, in written form, to the Company's attention. If the error is in excess of \$100.00, a separate check will be prepared and mailed overnight as soon as possible.
- D. A payment towards employee's pension. This amount may be paid into a Company 401(k) Plan or paid to the employee in his/her check, at the selection and option of the employee.

ARTICLE #14

LEAVE OF ABSENCE

- A. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An Employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, in a case of verified personal emergency.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

- B. The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50mile radius.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

If the Employee files for medical leave on false pretext or works for another employer

without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.

- D. **Military Leave.** An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.
- E. **Union Leave.** A Union President and one (1) delegate will be granted an unpaid leave of absence for a maximum of twelve (12) days per year, upon written request, for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

ARTICLE #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:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notices of Union elections;
 - 3. Notices of Union appointments and results of Union elections
 - 4. Notices of Union meeting;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.
- C. Employer has no say in the use of bulletin board. 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.

ARTICLE #16

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 bereavement at his/her straight time rate of pay. If a death in the immediate occurs among the member of the immediate family

who resided out-of-state, the employee shall be entitled to five (5) days paid bereavement, at his/her straight-time rate of pay. Paid bereavement days are to be paid for each occurrence.

- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepparents and grandchildren.
- C. The Employer may require proof of the death for which the employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 8-H, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement, whichever is greater.

ARTICLE #18

HOLIDAYS

- A. All full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following twelve (12) holidays:

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

- B. The twelve (12) holidays shall be paid for regardless of the day of week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. Employees assigned to work Thanksgiving and Christmas will receive time and one-half his regular rate of pay, plus the eight (8) hours holiday pay.
- D. All holidays, when employees are required to work, will be filled through seniority for all shifts, and when there are not sufficient volunteers the least senior employee will be required to work.

- E. Share-time employees will receive holiday pay prorated based on the previous two-weeks paid hours, with a maximum of forty (40) hours paid per week, with a minimum of at least four (4) hours pay for any holiday.
- F. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.
- G. The employees Birthday is a floating day which is to be used within two (2) weeks either before or after the employee's Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30th of the current year.
- H. An employee who is scheduled to work on a Holiday and fails to report for such work shall forfeit the employee's Holiday pay.

ARTICLE #19

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 and one (1) day, shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rate of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years and one (1) day, shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years and one (1) day, shall receive four (4) weeks paid vacation based on one hundred (160) hours at their regular rates of pay.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) years and one (1) day, shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- E. Share-time employees are eligible for vacation benefits on a pro-rata basis. For example, share-time employees who have been continuously employed for one (1) year and one (1) day and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rate of pay.
- F. Consistent with Employer 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. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- H. 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 exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facility.
- I. If an employee has not reached the one (1) year and one (1) day rule, no vacation pay will be prorated.
- J. Time off for Vacation, based on seniority, will be picked each January for the Calendar Year. The Company will notify all employees of the results of this pick by the 1st of February of each year. All other Vacation requests will be handled and approved by the Site Supervisor as requested based on seniority.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

Personal/Sick Leave Eligibility Table

START

Rate of Personal/Sick Leave Eligible to Use

Month Employee begins working on the contract, based on an October 1 st contract start date	Full-Time	Shared-Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-29	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- 1. Personal/Sick Leave shall be used in not less than two (2) hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- 2. Shared position Employees will receive one-half the full-time personal/sick leave per full contract year worked. At the end of the contract year, any share position Employee who was paid more than 1040 hours will receive additional prorated personal/sick leave based upon the number of hours Employee was paid during that contract year. (See Letter of Understanding.)
- 3. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick leave pay will be paid to Employee at the end of the contract year.

4. Personal/sick leave will be granted as long as the employee receives written approval by the Employer. Requests made more than thirty (30) days in advance will be approved by seniority. Requests made less than thirty (30) in advance will be on a first come first serve basis. Supervisor will notify CSO of approved time off.

Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.

5. All personal leave will be front-loaded each year and from month of hire.
6. Upon termination of employment, employee will be paid at their individual hourly rate for any unused accrued personal leave based upon the number of hours the employee was paid during that contract year. If the employee has used more personal leave than he/she accrued based upon time paid on the contract, the amount of the overage will be deducted from the employee's final paycheck. (Personal/Sick Leave accrues as follows: 6 hours per month Full-Time and 3 hours per month Share-Time for the purpose of payment upon termination.)

ARTICLE #21

JURY SERVICE

- A. If an employee is called for Jury Duty, upon written notice that employee has served, the Employer shall reimburse employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be pro-rated for all part-time employees. Transportation fees to employees are not to be counted as Jury Duty pay. If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for Jury Service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

- A. The Employer agrees to recognize two (2) stewards for day shift and one (1) steward for each additional 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/her immediate supervisor before leaving the workstation to conduct Union business. The Employer 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/her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he/she leaves the work station and shall clock in at the time that he/she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union

business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

- C. Company will be notified by Union of current and new Union officials.
- D. Neither Union officials nor Union members shall, during working time, excluding lunch and break times, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE #23

PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service or their representatives, or any other applicable entity. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.
- B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours (or actual time spent if less than three (3) hours) for time used for having an annual physical examination.
- C. Notwithstanding the forgoing provisions of paragraph B, if the employee fails the physical examination and requires follow-up testing, the Employer shall pay the cost one employee co-payment, up to a maximum of \$35.00. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshal's Service or its representatives or agent the Employer shall pay the cost of resulting follow-up tests or examinations. The Employer will submit for consideration input provided by employee's private physician if submitted in a timely manner.
- D. Employees will be permitted to use earned paid time off (e.g. Personal Time or Vacation) when attending a follow-up examination by requesting and obtaining approval prior to appointment. When an employee is required to have follow-up testing completed, employee may use, at employee's discretion, unpaid leave or accrued benefits (e.g. Personal Time or Vacation Time) to have this testing completed. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups.

ARTICLE #24

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 (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.
- B. 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, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. 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 name, social security number, address, job classification and hire date of such employee on a monthly basis.
- C. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks of the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.
- A. The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.
- B. Notwithstanding the above, all employees who are not members of the Union shall pay the Union a service fee. This service fee shall be amount determined by a certified public accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the employees' pay check on a

monthly basis. The CPA shall be selected by the Union and paid by the Union. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Monthly Dues, to a tax-exempt (under Section 501 C3 of the IRS Code) non-religious charitable organization from a list supplied by the Union. Any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

ARTICLE #25

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, picketing, 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 any other labor organization or established by any other group, shall constitute a violation of Section "A" of this Article.
- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards to such violation of this Agreement and shall instruct its' membership to return to work immediately.
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure to this Agreement.

ARTICLE #26

GENERAL PROVISIONS

A. Rest Periods.

- 1. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirements to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

B. Travel Expenses

1. The Company will provide advance payments for Company authorized and approved travel expenses if requested by the Employee. The Company will pay amounts according to Federal Government Travel Regulations.

C. Lead CSOs

1. Lead CSOs are required to act as a channel of communication for management. Leads will transmit management directions and instructions to CSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and MVM Standards of Conduct and Post Orders.

D. Government Building Closures

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House of Government Building where his Employees are assigned. In the event that a closing occurs, excused employees will have the option of using paid personal leave, paid vacation leave or leave without pay.

E. Employer Health Plan

The Employer will make a Health Plan available for all members of the Bargaining Unit, however participation will be accepted only if one hundred (100%) percent of the members participate. Those that can show proof of participation in another plan will not be counted for the purpose of establishing the one hundred (100%) percent participation.

F. Random Drug Screening

The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

ARTICLE #27

SERVICE
CONTRACT PROCEDURES AND OBLIGATIONS

- A. Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to

the effects, if any, of the deviation necessitated by the Government's directive. A copy of a written directive covered by this provision shall be provided to the International UGSOA President upon request.

- B. A copy of any notice of removal resulting at the request of the Government shall also be provided to the UGSOA's International President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal to the Employer, in accordance with the Marshals Service's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Marshals Service, including any modification thereto, which it receives from the Marshals Service.
- C. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by the Union of any employees against the Employer.
- D. Any compensation or expenses required by the Government to be borne by the Employer shall borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.
- E. Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by Section A, above, or by a removal order covered by Section B, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from the date that the document is signed and executed by both parties through August 31, 2008, subject to the following, and shall continue from year to year thereafter, unless both parties desires to change, modify, or terminate this Agreement by mailing written notice of it's intent to terminate this Agreement at least ninety (90) days prior to August 31, 2008.

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 31th day of August 2005:

Local 58, International Union,
United Government Security Officers
of America


Elaine Bariana, President

MVM, Inc.


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

Appendix "A"
Economic Provisions for
UGSOA LOCAL 58

Effective Fiscal Year Beginning October 1:	Base	2005 Year 1	2006 Year 2	2007 Year 3
Base Wages				
Sr. LCSO	\$26.98	\$27.79	\$28.62	\$29.48
LCSO	\$25.98	\$26.76	\$27.56	\$28.39
CSO	\$24.23	\$24.96	\$25.71	\$26.48
Health & Welfare	\$ 2.65	\$2.87	**	**
Pension	\$.48	\$0.50	\$0.50	\$0.50
Uniform Allowance	\$.19	\$.19	\$.19	\$.19
Sick/Personal	72 hours	72 hours	72 hours	72 hours
Holiday	96 hours	96 hours	96 hours	96 hours
Bereavement in State	24 hours	24 hours	24 hours	24 hours
Bereavement Out of State	40 hours	40 hours	40 hours	40 hours

1. Shift Differential
 - a. In addition to the base wage, Employees shall be paid a shift differential as follows:
 1800 to 0600 - 5% of base wage per hour
2. Uniform Allowance
 - a. Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefit.
 - b. Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee. Employer will provide cleaning and maintenance of winter coats per agreement.
3. Health and Welfare Allowance
 Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick/personal leave, and holiday hours, up to a maximum of forty hours per week and 2080 hours per year on each contract.
4. Shoe Allowance
 The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee. Shoe allowance paid by Employer is \$55.00.
5. Pension
 Pension Plan Payment is the amount above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week; it can be paid into the 401k Plan or paid to the employee in his/her check, at the option of the Employee.

**The parties agree that either party may reopen negotiations for amendments to Appendix "A" limited to Health & Welfare Allowance only at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. Failure to request negotiations in a timely manner will maintain the H & W at the current level for the following year.

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MEMORANDUM

TO: Elaine Bariana, President
UGSOA, Local 58

FROM: Jose R. Morales, SPHR
Director, Human Resources

DATE: July 23, 2006

SUBJECT: Memorandum of Understanding - Health and Welfare Amendment
CBA - UGSOA, Local 58

In accordance with the requirement of the CBA re-opener for the Health and Welfare. This memorandum of understanding is to confirm the amendments to the CBA between UGSOA Local 58 and MVM, (signed August 31, 2005). Specifically, the Health and Welfare (Appendix A) to be effective October 1, 2006 will be: \$3.01 (Three Dollars and one cent)

All other articles and sections remain without change.

FOR MVM, Inc.

Jose R. Morales, SPHR
Director, Human Resources

DATE: 8/3/06

FOR UGSOA, LOCAL 58

Elaine Bariana
Elaine Bariana
President

DATE: 8/2/06

Robinson, Maxine (USMS)

From: Sharon Revis [RevisS@mvminc.com]
Sent: Thursday, August 03, 2006 1:23 PM
To: Eek, Lauris (USMS); Ortiz, Maria (USMS)
Cc: Robinson, Maxine (USMS); Carla Perez; Jose R. Morales
Subject: 3rd Circuit UGSOA Local 58 MOU H&W

Attached is the subject CBA Memo of Understanding Ref H&W for Local 58, UGSOA, Philadelphia. Please let me know if you need further.

Sharon W. Revis
Contract Administrator
MVM, Inc.
1593 Spring Hill Road, Suite 700
Vienna, VA 22182
revis@mvminc.com
Tel. 703-245-9711
Fax. 703-790-3145

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Middle PA

CBA WD

Page 1 of 1

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 Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-149 Revision No.: 0 Date Of Last Revision: 2/21/2006	
State: Pennsylvania	
Area: Dauphin	

Employed on United States Marshals contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: International Union, United Government Security Officers of Amer Local 73, effective 10/1/2002 through 9/30/2006.

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).

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
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William W. Gross Director	Division of Wage Determinations	Wage Determination No.: CBA-2006-147 Revision No.: C Date Of Last Revision: 2/21/2006
------------------------------	------------------------------------	---

State: Pennsylvania

Area: Luzerne

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: International Union, United Government Security Officers of Amer Local Local #7, effective 10/1/2002 through 9/30/2006.

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).

Page 1 of 1

Employed on United States Marshals Service contract for Court Security Officer Services.
Collective Bargaining Agreement between contractor: MVM, Inc., and union: International Union,
United Government Security Officers of Amer Local 129, effective 10/1/2002 through 9/30/2006.
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).

CBA WD

Page 1 of 1

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	Wage Determination No.: CBA-2006-914
Director	Wage Determinations	Revision No.: 0
		Date Of Last Revision: 11/7/2006
<hr/>		
State: Pennsylvania		
<hr/>		
Area: Lackawanna		
<hr/>		

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: International Union, United Government Security Officers of Amer Local Local #1, effective 8/21/2006 through 8/31/2009.

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).

M/PA

AGREEMENT

Between

Local #73

International Union, United Government Security Officers of America

(UGSOA)

Wilkes-Barre, Williamsport, and Harrisburg Pennsylvania

and

MVM, INC.

March 8, 2006 through March 31, 2009

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This Agreement entered into this 8th day of March 2006, by and between MVM, INC. (herein the "Company" or the "Employer") and Local #73, INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) (herein 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 unit is defined as all full-time and part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 3rd Circuit in Wilkes Barre, Williamsport, and Harrisburg Pennsylvania, 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 Employer, 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 Management. Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right it had prior to the signing of this Agreement, to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment.

These rights include:

1. Hire;
 2. Assign work;
 3. Promote, Demote, Layoff;
 4. Discharge, discipline or suspend for just cause;
 5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
 6. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 7. Determine the extent and manner in which services are provided to our customers;
 8. Determine whether and to what extent any work shall be performed by Employees and how it shall be performed;
 9. To bid or not bid, or to re-bid or not re-bid, the Contract with the Government;
 10. To introduce new methods or improved methods of operation
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.
- C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d). Any of these proposed changes must be negotiated with the Union in accordance to the NLRA.

ARTICLE #4

CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work Forty (40) hours a week.
- B. Share-time employees are those employees who regularly work an average of twenty (20) hours a week and less than of forty (40) hours a week. Share-time employees are eligible for Holiday pay, Personal/Sick Leave and Vacation leave benefits of ½ the full-time benefit. If they are paid more than 1040 hours per year, benefits are pro-rated on hours paid.

- C. 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 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 to 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 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 of the predecessor company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement.

After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.

- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

- A. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and by predecessor companies on the USMS 3rd Circuit Contract of the Middle District of the State of Pennsylvania, under the United States Marshals, Federal Court Security Officers Program. There will be separate seniority lists for full-time and part-time employees at each location (Wilkes-Barre, Williamsport, Harrisburg).
- 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 a part-time employee. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them.
- 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 order of lay-off. It is understood that probationary employees shall 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 his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two 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 his/her seniority and position 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, except 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;
 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 this/her retained seniority entitles him/her.
- 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 additions or deletions thereto.
- J. It is understood senior employees in each classification shall have preference of assignments to shifts and shift's regular days off, days off, post locations, shift hours, work locations, temporary or permanent assignment, rehire after layoff, overtime and holiday work assignment. When the Company determines that a job assignment has an opening, the Company will fill the opening in the following manner:
1. Post a notice of the opening to all full-time and part-time employees in the same classification, which includes shift, hours, days off and any other pertinent information. The notice will be posted for seven (7) working days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee

that requested the opening. If no full-time employee requested the position, it will be awarded to the most senior part-time employee. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:

- a) Post a notice of the opening using the posting procedure outlined above to all full-time and part-time members of the bargaining unit working in a different classification, but meet all the qualifications for the opening. The notice and procedure for filling this job will be exactly as that described in the previous paragraph.
2. Should the filling of a vacancy under this article create subsequent openings, all will be filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company may fill the job as follows:
 - a) Fill the job from other bargaining units within the Middle District. Employee who is awarded the open position from another local will be placed on the bottom of the seniority list in the new bargaining unit for all contractual provisions. They, however, will retain overall seniority for vacation and other benefits and in the event of layoff.
 - b) Fill the job from outside the bargaining unit.
3. Lead CSO positions will be posted the same as above and if all qualifications are equal the job will be filled with the most senior employee.
- K. At least once a year, at the request of the Union, full-time employees and shared position employees at each location may bid their shift schedules among designated full-time assignments on the order of seniority. Both parties understand that this section will not apply to US Marshal Service or judicial assignments.

ARTICLE #9

DISCHARGES

- A. The Employer shall have the right to discharge, discipline, or suspend an employee for just cause.
- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.
- C. Upon termination of employment, employees will be paid at their individual rates for any vacation, sick, or personal time earned but not used.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

- 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. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. It is understood that days is interpreted to be business days.
- C. All grievances shall be presented and processed in accordance with the following procedures:
 - 1. Informal Step- Both the Company and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit. It during the course of this discussion either the employee or the supervisor deems it desirable, steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.
 - 2. Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee or steward.
 - 3. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and Steward.
 - 4. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. Written grievance shall be presented to the Contract Manager through the site supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

D. Arbitration Procedure:

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer 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 American Arbitration Association within ten (10) working days of the conclusion of the meeting provided for in paragraph 1. immediately above.
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 parties shall share 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 #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning, and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they may have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

- 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. This does not include any representative requested by the employee.

ARTICLE#12

HOURS WORKED AND OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employees regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave and holidays, do not count as hours worked for over-time purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes. Employer shall endeavor to provide two (2) days off in a row for time off.
- 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/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime.
 3. Mandatory Overtime occurs when the Bargaining Unit Employee with the least seniority is required to meet the overtime requirement. This includes involuntary call-in that results in overtime.
- C. Work Day Trades
1. 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 would 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 were not made. All trades will be approved in advance by the Site Supervisor.
- (NOTE: The 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).
2. The Site Supervisor and no other supervisor can approve the trade. If the Site Supervisor is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.

- D. Reasonable access to overtime records will be made available to the Union upon request.

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. Payday will be no later than fourteen (14) days following the close of the period.
- B. In the event employees report to work for their scheduled shift without having been notified not to report, and work is not available, the employees shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God, orders of the Court or US Marshals Service, or the failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay
- C. In the event of an undisputed error on the part of the Company as to an employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention.
- D. A payment toward pension is paid for each hour worked. This amount, described in Exhibit B hereto, will be paid into the MVM 401K plan.

ARTICLE #14

LEAVE OF ABSENCE

- A. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An Employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, in a case of verified personal emergency.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

- B. The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50mile radius.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.

- D. **Military Leave.** An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.
- E. **Union Leave.** A Union President and one (1) delegate will be granted an unpaid leave of absence for a maximum of twelve (12) days per year, upon written request, for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

ARTICLE #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:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notices of Union elections;
 - 3. Notices of Union appointments and results of Union elections;
 - 4. Notices of Union meetings;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising, or political matters.

- C. Employer has no say in the use of bulletin board, except as required by the Court or US Marshals Service. 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.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Funeral Leave. 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 (24 hours) paid leave of absence at his/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 up to five (5) days (40 hours) 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, son-in-law, daughter-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

The Employer 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. All temporary assignments should not exceed 30 Days, unless justified.

ARTICLE #18

HOLIDAYS

- A. All full-time employees will receive eight (8) hours pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day	Thanksgiving Day
Independence Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Memorial Day
Columbus Day	President's Day Birthday
Christmas Day	Labor Day
Good Friday	Employee Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. When employees are required to work on holidays, all openings, regardless of shift will be scheduled by asking for volunteers and filling by the most senior qualified. If there are not enough volunteers to fill the required positions, the balance required will be filled by the least senior employees who are qualified to perform the job. If the Company and Union can agree to another system for holiday worked requirements then that will be used in place of the above.
- 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 subject to discipline.
- D. Employees assigned to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- E. All holidays when employees are required to work will be filled through seniority for all shifts and when there are not sufficient volunteers, the least senior employee will be required to work.
- F. The employees Birthday is to be considered and used as a Personal day any time through the calendar year. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off.
- G. Part-time employees will receive holiday pay prorated based on previous three (3) months hours worked per week, with a minimum of at least four (4) hours pay for any holiday worked.

- H. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.

ARTICLE #19

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 and one (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years and one (1) day shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten years (10) and one (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen years (15) and one (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- E. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- F. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's vacation may take their vacation in segments of less than one (1) week each.
- G. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- H. 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 right is exclusively reserved for the Employer in order to ensure the orderly operation of the Client facilities.

- I. If an employee has not reached the one Year and one Day rule, no vacation pay will be prorated.
- J. The Company will post each January a time-off schedule for vacation for the following year. This posting will normally be for five (5) days. Vacations will be awarded based on seniority. The results of this posting will be posted for employees after the Company has completed the schedule. All other vacation requests will be handled and approved by the site supervisor or his/her designee as requested based on seniority. The Company and Union may agree upon a different system for awarding vacation and, if they do, that will supersede this section.
- K. All vacation requests are subject to Client needs. Request for vacation may be denied due operational need to ensure efficiency, contract compliance and prevent overtime and vacant post.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

Employee may take sick/personal leave in the time increments contained in the table provided in Appendix B hereto.

ARTICLE #21

JURY SERVICE

- A. If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. Jury duty pay will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employees must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

- A. The Employer agrees to recognize one (1) chief steward and one (1) steward 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/her immediate supervisor before leaving the workstation to conduct Union business. The Employer 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/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service or their representatives, or any other applicable entity. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.
- B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours (or actual time spent if less than three (3) hours) for time used for having an annual physical examination.

- C. Notwithstanding the forgoing provisions of paragraph B, if the employee fails the physical examination and requires follow-up testing, the Employer shall pay the cost one employee co-payment, up to a maximum of \$35.00. Payment for such follow-up tests or additional examinations shall be the responsibility of the employee and/or his or her medical insurance plan. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshal's Service or its representatives or agent the Employer shall pay the cost of resulting follow-up tests or examinations. The Employer will submit for consideration input provided by employee's private physician if submitted in a timely manner.
- D. Employees will be permitted to use earned paid time off (e.g. Personal Time or Vacation) when attending a follow-up examination by requesting and obtaining approval prior to appointment. When an employee is required to have follow-up testing completed, employee may use, at employee's discretion, unpaid leave or accrued benefits (e.g. Personal Time or Vacation Time) to have this testing completed. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups.

ARTICLE #24

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 (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration, of this Agreement.
- B. 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, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. 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, providing the name, social security number, address, job classification, and hire date of such employee on a monthly basis.

- C. After providing the employee the Beck Notice, the Union may request the discharge of an employee for failure to comply with the provisions of this article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks of the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.
- 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.
- E. Notwithstanding the above, all members who are not members of the Union shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The Company agrees to deduct the fee from the employees' paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- F. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 C3 of the IRS Code, non-religious charitable organization from a list supplied by the Union. Any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

ARTICLE #25

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, picketing, 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 any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
- C The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, by newspaper and through Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- D The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

RE-NEGOTIATION

It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits will be re-negotiated.

ARTICLE #27

GENERAL PROVISION

- A. Rest Periods. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.
- B. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours.

Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

- C. Upon request of the Union, the Employer will make a Health Plan available for all members of the Bargaining Unit, however the plan will only be provided if participation is accepted at one hundred (100%) percent of the members. Those that can show proof of participation in another group plan will not be counted for the purpose of establishing the one hundred (100%) percent participation.
- D. Lead CSOs are required to act as a channel of communication for management. Leads will transmit management directions and instructions to CSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and MVM Standards of Conduct and Post Orders.
- E. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House of Government Building where his Employees are assigned. In the event that a closing occurs, excused employees will have the option of using paid personal leave, paid vacation leave or leave without pay.

ARTICLE #28

GOVERNMENT SUPREMACY

- A. The Union acknowledges that 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 Employer within the scope of the Contract. Any determination by the Government to supersede the above understandings of the parties must be in written form, and the Union expressly acknowledges Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate Employer's decision to do so or the impact of such decision.
- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by any employee or the Union against Employer.
- C. Any compensation or expenses required by the Government to be borne by Employer shall be borne by Employer. Any compensation or expenses currently required to be borne by Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by Employer to the Government, may be terminated by Employer after providing notice to the Union and allowing the Union to meet and confer with Employer over the effects of that intended action.

ARTICLE #29

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from March 8, 2006 through March 31, 2009, subject to the following, and shall continue from year to year thereafter, unless both parties desire to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to March 31, 2009.

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

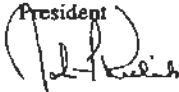
INTERNATIONAL UNION, UNITED
GOVERNMENT SECURITY OFFICERS
OF AMERICA (UGSOA) LOCAL # 73

MVM, INC.

By: Executive Board



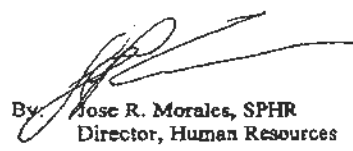
L. R. Kuhns
President



John F. Kulick
Vice-President



Robert Breen
Secretary/Treasure

By: 
Jose R. Morales, SPHR
Director, Human Resources

Date: March 8, 2006

Date: 3/8/06

Appendix A

Economic Provision for UGSOA LOCAL 73

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

Effective Fiscal Year Beginning October 1:	2006	2007	2008	
	Current	Year 1	Year 2	Year 3
Base Wages				
Sr. LCSO	\$24.94	\$25.94	\$26.72	\$27.52
LCSO	\$23.94	\$24.94	\$25.72	\$26.52
CSO	\$22.19	\$23.19	\$23.97	\$24.77
Uniform Allowance	\$0.19	\$0.19	\$0.19	\$0.19
Health & Welfare	\$2.65	\$2.97	3.08	\$3.20
Holiday (Hours)	96	96	96	96
Sick Personal (Hours)	72	72	72	72
Bereavement In State (Hours)	24	24	24	24
Bereavement Out of State (Hours)	40	40	40	40
Pension	\$0.48	\$0.50	\$0.50	\$0.50

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:

1800 to 0600 105% of base wage per hour

2. Uniform Allowance

- a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) Health and Welfare Allowance is the amount shown above per hour for each regular hour worked. Health and Welfare will not be paid on any other benefits.
- b) The Employer shall continue the practice of paying the health and welfare funds to the Employee; however funds may be paid in to the MVM 401k Plan or Health Plan if a plan is made available by the employer. Bargaining unit members may participate in the Health Plan only if the Local accepts one hundred (100%) percent participation without an opt out option. If the Health Plan option is accepted by the Union, employees may opt out only if they can show proof of participation in another group health plan.
- c) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty hours per week or 2080 hours per year on each contract.

4. Shoe Allowance

The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee. In lieu of shoes the employer will provide a fifty five (\$55.00) dollar shoe allowance annually.

5. Pension

Pension is paid for each hour worked; it will be paid into the MVM 401k Plan only.

Appendix B

Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-20	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time Personal/Sick Leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated Personal/Sick Leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused Personal/Sick days shall not be cumulative from year to year. Any unused, earned Personal/Sick Leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns three (3) days Personal/Sick Leave, but only uses two (2) day, would be eligible upon termination to be paid for the third, unused Personal/Sick day.) if the Employee has used more Personal/Sick days upon termination than she/he earned based upon time worked on the contract (6 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns 36 hours

Personal/Sick Leave, but actually uses 24 hours Personal Leave, the extra 12 hours pay will be deducted from employee's final paycheck.)

- E. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance.

Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.

- F. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

AGREEMENT

Between

Local #129

International Union, United Government Security Officers of America

(UGSOA)

Local #129, UGSOA

Scranton, Pennsylvania

and

MVM, INC.

August 21, 2006 through August 31, 2009

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This Agreement entered into this 21st day of August 2006, by and between MVM, INC. (herein the "Company" or the "Employer") and Local #129, INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. This Agreement is entered between MVM, Inc., and Local #129, International Union, United Government Security Officers of America (UGSOA). 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 Federal Court Security Officers and employed by the Company on the 3rd Circuit in Scranton, Pennsylvania, excluding all other employees including Lead Federal Court Security Officers, 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 Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.
- D. It is expressly understood that the Leads are Supervisors according the definition of Section 2 (11) of the Act. Therefore, Leads will perform the functions described in the USMS Contract and the directives of MVM management. During the first year of this agreement Leads may elect to withdraw as members of the bargaining unit. Leads that wish to remain as members of the bargaining unit will be grand-fathered as unit members for a period of three (3) years.
- E. New Leads will be selected at the sole discretion of the employer and they will not be members of the bargaining unit.
- F. All uses of a pronoun denoting gender shall include both male and female.

ARTICLE #2

BARGAINING OBLIGATIONS

- A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other

provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.'

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

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

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

These rights include:

1. Hire;
2. Assign work;
3. Promote, Demote, Layoff;
4. Discharge, discipline or suspend for just cause;
5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
6. Determine the qualifications of an employee to perform work and select supervisory employees

- B. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.
- C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d). Any of these proposed changes must be negotiated with the Union in accordance to the NLRA.

ARTICLE #4

CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work Forty (40) hours a week.
- B. Share-time employees are those employees who regularly work an average of twenty (20) hours a week and less than of forty (40) hours a week. Share-time employees are eligible for Holiday pay; Personal/Sick Leave and Vacation leave benefits of ½ the full-time benefit. If they are paid more than 1040 hours per year, benefits are pro-rated on hours paid.
- C. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

- A. 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 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 to equal opportunity in employment.
- C. The provisions of this article will not operate to invalidate any term or condition of this Agreement.
- D. The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

- A. Each newly hired employee shall be considered a probationary employee of the Company or of the predecessor company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement.

After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.

- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

- A. OVERALL/TOTAL SENIORITY- shall mean the total length of time (employee's hire date) the employee has been employed by the Company and predecessor companies on the same contract in the Middle District of Pennsylvania, under the USMS, Federal Court Security Officers Program. (Regardless of job classification). Overall seniority will govern lay-offs; the order in which vacations are taken, the amount of vacation time an employee receives, and other contractual benefits.
- B. UNIT SENIORITY-The purpose of unit seniority is to establish seniority in each job classification only, i.e.; full-time and share-time. Unit seniority has no impact or effects as it relates to overall seniority, and only applies when an employee changes his/her job classification.
- C. Full-time employees and share-time employees who have completed their probationary period with the Company and remain in their respective classification shall accumulate seniority in that classification. In the event a full-time employee becomes a share-time employee he/she will be placed on the bottom of the seniority list in the share-time classification. Likewise, when a share-time employee becomes a full-time employee he/she will be placed on the bottom of the seniority list in the full-time classification. Whenever an employee changes their classification they will go to the bottom of the seniority list in that classification.
- D. In the event of a layoff or recall from a layoff, overall seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least overall seniority shall be laid off first and recall will be in the inverse order of

layoff. It is understood that the probationary employee shall be laid off before employees with seniority. The employee's hire date, regardless of either full-time or share-time classification shall govern the order in which employees are laid off.

- E. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report to duty.
- F. An employee's overall seniority shall be terminated upon the following events.
 - 1. Employee is discharged for just cause;
 - 2. Employee voluntarily quits;
 - 3. Employee has failed to express his/her intent to return to work, and/or does not return to work in accordance with requirements in this Article;
 - 4. Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
 - 5. Employee transfers or leaves the bargaining unit for a period of thirty (30) days or more.(see section M.)
- H. The company shall prepare an up-to-date overall seniority list, which shall be posted on the Union bulletin board. The company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.
- I. It is understood, that senior employees in each classification shall have preference of assignments to shifts and shifts regular days off, days off, shift hours, work locations, temporary or permanent assignment, rehire after layoff, overtime and holiday work assignment. When the Company determines that a shift assignment has an opening, the Company will fill the opening in the following manner.
 - 1. Post a notice of the opening to those employee's in the same classification (full-time or share-time). This notice will include shift hours, days off and any other pertinent information. The notice will be posted for seven (7) working days, during which time interested employees will notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to the most senior employee of that classification that has applied for and requested to fill the position.
 - 2. If no employee of the classification requested or applied for the position or opening where the vacancy occurs, it shall now be "open" to those employees of the other classification (who meet all qualifications of the opening). The notice

and procedures to fill this position will be exactly as those described in the preceding paragraph.

- J. 3. Should the filling of a vacancy under this article create subsequent openings, all will be filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company shall fill the job from outside the Bargaining Unit or company.
- K. Bumping rights Employees whose job position has been changed, altered or adjusted (relocating of shifts, changing hours of shifts, changing of days off, or eliminating of shifts) the position shall be posted and filled in accordance with Section 11 (posting of positions) of this Article. The employee who was affected by the change may either "bid" on the changed position or "bump" into a position of the same classification where Unit Seniority allows. Employees with less seniority in the same classification shall "bump" into other positions with least senior employee filling the last remaining position.
- L. An employee who accepts a management position with the Company, and returns within thirty (30) days retains their overall and unit seniority. If the employee returns to the Bargaining Unit after thirty (30) days, and if rehired within one year, they will retain their overall seniority with the Company but will return to the bottom of the unit seniority list within their job classification.
- G. Seniority for all purposes shall mean the total length of time the Bargaining Unit employee of Local 129 has been employed by the Company and by predecessor companies on the USMS 3rd Circuit Contract, under the United States Marshals, Federal Court Security Officers Program. Overall seniority will govern lay-offs; the order in which vacations are taken, the amount of vacation time an employee receives, and other contractual benefits.
- 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 a part-time employee. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them. If a layoff is required of a full-time position, the full-time employee may displace the least senior part-time employee if he or she is willing to accept a part-time 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 order of lay-off. It is understood that probationary employees shall 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 his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two 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.
- 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;
 4. Employee fails to report to 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 the bargaining unit for thirty (30) days or more, 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 in the bargaining unit 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 this/her retained seniority entitles him/her.
- 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 additions or deletions thereto.
- J. It is understood senior employees in each classification shall have preference of assignments to shifts and shift's regular days off, rehire after layoff, overtime and holiday work assignment. When the Company determines that a job assignment for a Federal Court Security Officers is open, the Company will fill the opening in the following manner:
1. Post a notice of the opening to all full-time and part-time employees in the same classification, which includes shift, hours, days off and any other pertinent information. The notice will be posted for seven (7) working days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the most senior part-time employee. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:
 - a) Post a notice of the opening using the posting procedure outlined above to all full-time and part-time members of the bargaining unit, employed by MVM, Inc.

working on the same contract, working in a different classification, but meet all the qualifications for the opening. The notice and procedure for filling this job will be exactly as that described in the previous paragraph.

- b) Should the filling of a vacancy under this article create subsequent openings, all will be filled in exactly the same manner as previously outlined. If no qualified bidders appear for the opening, then the Company may fill the job from outside the bargaining unit.

- 3. Lead CSO positions will be posted the same as above and the employee will be selected based on the sole discretion of management.

K. Positions and shifts will only be available for posting if a vacancy occurs.

- L. If any employee is displaced or loses their position due to required operational changes or reduction of available post, the employer will make every effort to place the affected employee in a similar position if one is available. However, if the operational change will result in a layoff, a more senior employee may displace the least senior employee in the classification on the same shift he or she was working.

ARTICLE #9

DISCHARGES

- A. The Employer shall have the right to discharge, discipline, or suspend an employee for just cause.
- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.
- C. Upon termination of employment, employees will be paid at their individual rates for any vacation, sick, or personal time earned but not used.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

- 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. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

- B. The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. It is understood that days is interpreted to be business days.
- C. All grievances shall be presented and processed in accordance with the following procedures:
1. Informal Step- Both the Company and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit. It during the course of this discussion either the employee or the supervisor deems it desirable, steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.
 2. Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee or steward.
 3. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and Steward.
 4. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. Written grievance shall be presented to the Contract Manager through the site supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.
- D. Arbitration Procedure:
- B. **Arbitration Procedure**- Grievances processed in accordance with the requirements, outlined above, that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances, which have been processed in accordance with the requirements and remain unsettled, shall be processed in accordance with the following procedures and limitations.

1. **Selection of an Arbitrator-** Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union may meet telephonically to jointly attempt to agree upon a settlement of the grievance. If both parties agree that no settlement can be reached, they will proceed with the following step; if within fifteen (15) days the parties fail to agree upon a settlement, the Union will request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of arbitrators. An arbitrator will be selected from the list supplied by the AAA or FMCS, by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
2. **Decision of the Arbitrator-**The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for non-compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs.
3. **Arbitration Expense-** The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript cost, shall be borne by the party requesting such services.
4. **Time Limits-** The decision of the arbitrator shall be rendered soon as possible after the dispute has been submitted to him/her.
5. No individual employee may move a grievance to arbitration.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action may consist of a verbal warning, a written warning, and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they may have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

- 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. This does not include pay for any representative requested by the employee.

ARTICLE#12

HOURS WORKED AND OVERTIME

- A. A regular workday is defined as a continuous eight (8) hours for both full-time and share-time employees.
- B. Overtime pay is calculated at one and one-half (1 and 1/2) times the employees regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave and holidays, do not count as hours worked for over-time purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes.
- C. Employer shall endeavor to provide two (2) days off in a row for time off.
- D. Share-time employees will be required to perform work in accordance with the USMS Contract. The employer will endeavor not to call share-time employees for work on their scheduled days off, but if called, the share-time employee will be required to work. Failure to report to work or frequent inaccessibility may lead to disciplinary action.
- E. 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/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime.
 - 3. Mandatory Overtime occurs when the Bargaining Unit Employee with the least seniority is required to meet the overtime requirement. This includes involuntary call-in that results in overtime.
 - 4. Reasonable access to overtime records will be made available to the Union upon request.
- E. Work Day Trades
 - 1. Employees may 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

<i>ATTACHMENT</i>	<i>TITLE</i>
3	REPORT FORMS
3(A)	CSO Form 002, Court Facility Monthly Statistical Summary Report
3(B)	CSO Form 003, Court Facility Incident Report
3(C)	CSO Form 010, Court Security Officer (CSO) Travel Authorization
3(D)	CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement
3(G)	<i>Approved Subcontracting Plan (to be incorporated at time of award)</i>
3(I)	SF 1034, Public Voucher For Purchases and Services Other Than Personal
3(J)	Court Security Officer Monthly Activity Report

<i>ATTACHMENT</i>	<i>TITLE</i>
4	POLICIES AND DIRECTIVES
4(A)	Department of Justice (DOJ) Deadly Force Policy
4(B)	USMS Directive 2.54-1, Less-Than-Lethal Devices

would 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 were not made. All trades must be approved in advance by the Site Supervisor or his or her designee.

(NOTE: The 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).

2. The Site Supervisor and no other supervisor can approve the trade. If the Site Supervisor is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.

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. Payday will be no later than fourteen (14) days following the close of the period.
- B. In the event employees report to work for their scheduled shift without having been notified not to report, and work is not available, the employees shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. The same payment would be applicable if the employee is notified to report to work and work is not available.
- C. In the event of an undisputed error on the part of the Company as to an employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. If the error was caused by the Company and it is greater than one hundred (\$100.00) dollars, a separate check will be prepared and mailed to the employee as soon as possible.
- D. A payment toward pension is paid for each hour worked. This amount, described in Exhibit A, will be paid into the MVM 401k plan.

ARTICLE #14

LEAVE OF ABSENCE

- A. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An Employee on any unpaid leave of absence will be required to use available vacation or

personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, in a case of verified personal emergency.

B. Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

C. **FMLA Leave.** The Company agrees to honor the FMLA for all Employees, regardless of the number of Employees in a 50mile radius. During any FMLA Leave all accrued paid time off will be used concurrently as permitted by law.

D. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.

E. **Military Leave.** An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

F. **Union Leave.** A Union president and one (1) delegate will be granted an unpaid leave of absence for a maximum of twelve (12) days per year, upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

ARTICLE #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:

1. Notices of Union recreational and social affairs;

2. Notices of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union updates of negotiations.
- B. The bulletin board may be placed at the work location only if permitted by the Government. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising, or political matters during work hours.
- C. Employer has no say in the use of bulletin board, except as required by the Court or US Marshals Service. 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.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Funeral Leave: 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 (maximum 24 hours) paid leave of absence at his/her straight-time rate of pay per occurrence. 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 up to five (5) days (maximum 40 hours) paid leave of absence at the employee's straight-time rate of pay. For the purpose of bereavement, a day is considered to be eight (8) hours.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren); father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and step-parents.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Article 8-1, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to work a site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base

hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement, whichever is greater. 'Temporary assignments' shall be assignments no longer than a thirty (30) day period.

ARTICLE #18

HOLIDAYS

- A. All full-time employees will receive eight (8) hours pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day	Thanksgiving Day
Independence Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Memorial Day
Columbus Day	President's Day
Christmas Day	Labor Day
Good Friday	Employee Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. When employees are required to work on holidays, all openings, regardless of shift will be scheduled by asking for volunteers and filling by the most senior. If there are not enough volunteers to fill the required positions, the balance required will be filled by the least senior employees who are qualified to perform the job. If the Company and Union can agree to another system for holiday worked requirements then that will be used in place of the above.
- 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 subject to discipline.
- D. Employees assigned to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- E. All holidays when employees are required to work will be filled through seniority for all shifts and when there are not sufficient volunteers, the least senior employee will be required to work.
- F. The employees Birthday is to be considered and used as a Personal day any time through the calendar year. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off.

- G. Share-time employees will receive holiday pay prorated based on previous three (3) months hours worked per week, with a minimum of at least four (4) hours pay for any holiday.
- H. In the event the President of the United States or Congress should enact a new permanent National Holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next USMS contract renewal date if the holiday is observed at least ninety (90) days prior to the USMS contract renewal date. If not the holiday will become effective the following year on the date of the next contract renewal date.

ARTICLE #19

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 and one (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years and one (1) day shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten years (10) and one (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen years (15) and one (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- E. Share-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- F. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's vacation may take their vacation in segments of less than one (1) week each.
- G. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- H. 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 right is

exclusively reserved for the Employer in order to ensure the orderly operation of the Client facilities.

- I. If an employee has not reached the one (1) Year and one (1) Day rule, no vacation pay will be prorated.
- J. The Company will post each January a time-off schedule for vacation for the current year. This posting will normally be for ten (10) days during the last two weeks of the month of January. Vacations will be awarded based on seniority from those that have indicated their preference in writing. The results of this posting will be announced for all employees after the Company has completed the schedule. After February 1, all other vacation requests will be handled and approved by the site supervisor or his/her designee as requested based on a first come first serve and seniority if the request is made on the same day. In addition, an employee approved for vacation may not be displaced by a more senior employee.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Employee may take sick/personal leave in the time increments contained in the table provided below.

Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-20	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

- B. Personal/Sick shall be used in not less than two (2) hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- C. Shared position Employees will receive one-half the full-time Personal/Sick Leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated Personal/Sick Leave based upon the number of actual hours Employee worked during that contract year.
- D. Unused Personal/Sick days shall not be cumulative from year to year. Any unused, earned Personal/Sick Leave pay will be paid to Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns three (3) days Personal/Sick Leave, but only uses two (2) day, would be eligible upon termination to be paid for the third, unused Personal/Sick day.) if the Employee has used more Personal/Sick days upon termination than she/he earned based upon time worked on the contract (6 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns 24 hours Personal/Sick Leave, but actually uses 36 hours Personal Leave, the extra 12 hours pay will be deducted from employee's final paycheck.)
- F. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance. Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.
- G. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

ARTICLE #21

JURY SERVICE

- A. If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. Jury duty pay will be prorated for all share-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.

- C. Employees must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

- A. The Employer agrees to recognize one (1) chief steward and one (1) steward 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/her immediate supervisor before leaving the workstation to conduct Union business. The Employer 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/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.
- C. Company will be notified by the Union of current and new Union officials.
- D. Neither Union officials nor Union members shall, during working time, excluding lunch and break times, receive phone calls, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE #23

PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service or their representatives, or any other applicable entity. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.

- B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. The employee will be responsible for all follow-up examinations. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours, or actual time spent if less than three (3) hours, for time used for having an annual physical examination.
- C. Notwithstanding the forgoing provisions of paragraph B, if the employee fails the physical examination and requires follow-up testing, the Employer shall pay the cost one employee co-payment, up to a maximum of \$35.00. If additional examinations are required because the initial test or examination was performed incorrectly, as determined by the Employer or the U.S. Marshal's Service or its representatives or agent the Employer shall pay the cost of resulting follow-up tests or examinations. The Employer will submit for consideration input provided by employee's private physician if submitted in a timely manner.
- D. Employees will be permitted to use earned paid time off (e.g. Personal Time or Vacation) when attending a follow-up examination by requesting and obtaining approval prior to appointment. When an employee is required to have follow-up testing completed, employee may use, at employee's discretion, unpaid leave or accrued benefits (e.g. Personal Time or Vacation Time) to have this testing completed. Verification must be received, from the employee's physician/specialist, for time off requested for follow-ups.

ARTICLE #24

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 (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration, of this Agreement.
- B. 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, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. 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, providing the name, address, job classification, and hire date of such employee on a monthly basis.

- C. 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. 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.
- D. Notwithstanding the above, all members who are not members of the Union shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The Company agrees to deduct the fee from the employees' paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- E. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 C3 of the IRS Code, non-religious charitable organization from a list supplied by the Union. Any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

ARTICLE #25

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, picketing, 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 any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.
- C The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, by newspaper and through Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- D The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

RE-NEGOTIATION

It is mutually agreed upon that six (6) months prior to the annual anniversary of this contract, wages and benefits will be re-negotiated.

ARTICLE #27

GENERAL PROVISION

- A. Rest Periods. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.
- B. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

- C. Upon request of the Union, the Employer may make a Health Plan available for all members of the Bargaining Unit, however the plan will only be provided if participation is accepted at one hundred (100%) percent of the members. Bargaining unit members that can show proof of participation in another group plan will not be counted for the purpose of establishing the one hundred (100%) percent participation. Dependent coverage will be a voluntary option. If the cost of the employee health plan exceeds the Health and Welfare payment, the employer may adjust or modify the Health Plan to align the cost.
- D. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House or Government Building where his Employees are assigned. In the event that a closing occurs, excused employees will have the option of using paid personal leave, paid vacation leave or leave without pay.
- E. The Company will provide advance payments for Company authorized and approved travel expenses if requested by the Employee. The Company will pay amounts according to Federal Government Travel Regulations.

ARTICLE #28

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

- A. The Union acknowledges that 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 Employer within the scope of the Contract. Any determination by the Government to supersede the above understanding of the parties must be in written form and in compliance with the Employer's Contract with the Government.
- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by the employee or the union against the Employer.
- C. Any compensation or expenses required by the Government to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended actions.
- D. The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the judicial and government facilities. In the event a government directive necessitates a deviation from the obligation or procedures contained in this Agreement, the parties will confer with regard to the effects, if

any, of the deviation necessitated by the Government directive with the goal of resolving the deviation.

ARTICLE #29

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from August 21, 2006 through August 31, 2009, subject to the following, and shall continue from year to year thereafter, unless both parties desire to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to August 31, 2009.

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

FOR:

LOCAL # 129
INTERNATIONAL UNION, UNITED
GOVERNMENT SECURITY OFFICERS
OF AMERICA (UGSOA)

MVM, INC.

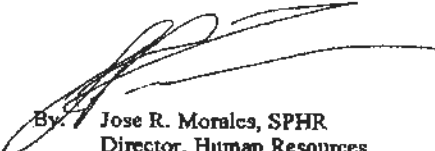
By: Ronald Reagan
President



Anthony Pica
Secretary



Date: Aug - 23, 06

By:  Jose R. Morales, SPHR
Director, Human Resources

Date: 8/24/06

Appendix A
Economic Provision for
UGSOA LOCAL 129

Listed below are the wages and benefits for each year of this Agreement:
Effective Fiscal Year Beginning October 1:

	Current	Oct 1, 2006	Oct 1, 2007	Oct 1, 2008
Base Wages				
Sr. LCSO	\$24.94	\$25.94	\$26.72	\$27.52
LCSO	\$23.94	\$24.94	\$25.72	\$26.52
CSO	\$22.19	\$23.19	\$23.97	\$24.77
Uniform Allowance	\$0.19	\$0.19	\$0.19	\$0.19
Health & Welfare	\$2.65	\$3.01	\$3.15	\$3.30
Holiday (Hours)	96	96	96	96
Sick Personal (Hours)	72	72	72	72
Bereavement In State (Hours)	24	24	24	24
Bereavement Out of State (Hours)	40	40	40	40
Pension	\$0.48	\$0.48	\$0.48	\$0.48

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:
1800 to 0600 - 5.0% of base wage per hour

2. Uniform Allowance

- a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) The Employer shall continue the practice of paying the health and welfare funds to the Employee; however funds may be paid in to the MVM 401k Plan or Health Plan if a plan is made available by the employer. Bargaining unit members may participate in the Health Plan only if the Local accepts one hundred (100%) percent participation without an opt out option. If the Health Plan option is accepted by the Union, employees may opt out only if they can show proof of participation in another group health plan.
- b) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty (40) hours per week or 2080 hours per year on each contract.

4. Shoe Allowance

The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee. In lieu of shoes the employer will provide a fifty five (\$55.00) dollar shoe allowance annually.

5. Pension

Pension is paid for each hour worked; it will be paid into the MVM 401k Plan only.

Western PA

CBA WD

Page 1 of 1

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 Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-67 Revision No.: 1 Date Of Last Revision: 11/7/2006	
State: Pennsylvania	
Area: Erie	

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 139, effective 7/12/2005 through 7/31/2008 and amended on 7/25/2006.

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).

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 Director	Division of Wage Determinations
	Wage Determination No.: CBA-2006-72 Revision No.: 1 Date Of Last Revision: 11/7/2006
State: Pennsylvania	
Area: Cambria	

Employed on United States Marshals Service contract for Court Security Officer Service.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security Officers of America Local 139, effective 7/12/2005 through 7/31/2008 and amended on 7/25/2006.

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).

CBA WD

Page 1 of 1

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

William W. Gross	Division of		Wage Determination No.: CBA-2006-70
Director	Wage Determinations		Revision No.: 1
			Date Of Last Revision: 11/7/2006

State: Pennsylvania

Area: Allegheny

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: USProtect, Inc., and union: United Government Security officers of America Local 139, effective 7/12/2005 through 7/31/2008 and amended on 7/25/2006.

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).

W/PA

AGREEMENT

Between

International Union, United Government Security Officers of America

(UGSOA)

Local #139

Pittsburgh and Johnstown
Pennsylvania

and

MVM, INC.

July 12, 2005 through July 31, 2008

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This Agreement entered into this July 12, 2005 by and between MYM, INC. (herein the "Company" or the "Employer") and the INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA), Local #139 (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

- A. This Agreement is entered between MYM, Inc., and the International Union, United Government Security Officers of America (UGSOA), Local #139. 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 Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 3rd Circuit in Pittsburgh, and Johnstown, Pennsylvania 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 parties, their successors, and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

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

These rights include but are not limited to:

1. Hire;
 2. Assign work;
 3. Promote, Demote, Layoff;
 4. Discharge, discipline or suspend for just cause;
 5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked;
 6. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 7. Determine the extent and manner in which services are provided to our customers;
 8. Determine whether and to what extent any work shall be performed by Employees and how it shall be performed;
 9. To bid or not bid, or to re-bid or not re-bid, the Contract with the Government;
 10. To introduce new methods or improved methods of operation
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.
- C. Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the NLRA section 8 (d).

ARTICLE #4

CLASSIFICATIONS

- A. Full-time employees are those employees who are regularly scheduled to work forty (40) hours a week.
- B. Shared time positions are only those positions designated by the USMS as such.
- C. Shared time employee are employees who are regularly scheduled for less than forty (40) hours, splitting a 40 hour work week with another employee. Additionally, they are used to provide full staffing level coverage, avoid unnecessary overtime and increase security needs as required.
- D. Shared time employees are eligible for holiday pay and vacation on a prorated basis to a maximum of forty (40) hours worked or paid.
- E. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or similar activities that do not pertain to normal assigned duties. In addition, they will 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 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 to 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 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 of the predecessor company during his/her first ninety (90) days of employment, to be engaged for a probationary period, during which he/she may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement.

After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority from the date of his/her hire.

- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

- A. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and by predecessor companies in the District of Local #139, State of Pennsylvania, under the United States Marshals, Federal Court Security Officers Program. There will be separate seniority lists for full-time and part-time employees at each location (Pittsburgh and Johnstown).
- 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 a part-time employee. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them.

- 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 order of lay-off. It is understood that probationary employees shall 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 his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two 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 his/her seniority and position 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, except 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;
 4. Employee fails to report to 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 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 this/her retained seniority entitles him/her.
- 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 additions or deletions thereto.
- J. It is understood senior employees in each classification shall have preference of assignments to shifts and shift's regular days off, days off, post locations, shift hours, work locations, temporary or permanent assignment, rehire after layoff, overtime and holiday work assignment. When the Company determines that a job assignment has an opening, the Company will fill the opening in the following manner:

1. Post a notice of the opening to all full-time and part-time employees in the same classification, which includes shift, hours, days off and any other pertinent information. The notice will be posted for seven (7) working days during which employees may notify the Company in writing of their interest in that position. At the completion of the seven (7) day period, the Company will award the position to senior full-time employee that requested the opening. If no full-time employee requested the position, it will be awarded to the most senior part-time employee. The Union and the Employer agree that the seven day posting requirement can be waived if it is confirmed in writing that in seniority order, all bargaining unit members have been offered the available position. If no full-time or part-time employee is awarded the position, the Company may then fill the opening as follows:
 - a) Post a notice of the opening using the posting procedure outlined above to all full-time and part-time members of the bargaining unit working in a different classification, but meets all the qualifications for the opening. The notice and procedure for filling this job will be exactly as that described in the previous paragraph.
2. Should the filling of a vacancy under this article create subsequent openings, all will be filled in exactly the same manner as previously outlined. If no qualified bidders appear on the opening, then the Company may fill the job as follows:
 - a) Fill the job from outside bargaining unit.
3. Lead CSO positions will be posted the same as above and if all qualifications are equal the job will be filled with the most senior employee.

ARTICLE #9

DISCHARGES

- A. The Employer shall have the right to discharge, discipline, or suspend an employee for just cause.
- B. Any new employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.
- C. Upon termination of employment, employees will be paid at their individual rates for any vacation, sick, or personal time earned but not used.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

- 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. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. The number of days outlined herein below in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.
- C. All grievances shall be presented and processed in accordance with the following procedures:
1. If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated.
 2. Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, steward, or Union Officer, according to NLRB guidelines, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee or steward.
 3. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and Steward.
 4. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. Written grievance shall be presented to the Contract Manager through the site supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.
- D. Arbitration Procedure - Grievances processed in accordance with the requirements, outlined above, that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements and remain unsettled shall be processed in accordance with the following procedures and limitations:

1. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union may meet telephonically to jointly attempt to agree upon a settlement of the grievance. If both parties agree that no settlement can be reached, they will proceed with the following step; if, within fifteen (15) days, the parties fail to agree upon a settlement, the Union will request the American Arbitration Association (AAA) to supply a list of arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
2. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall contact the other party with an explanation of why they need more time to comply and the parties may agree to extend the time for compliance, however if it is necessary to enforce compliance through the courts, the non-compliant party will be liable for attorney and court costs. Any award of 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 and effect, and shall not be binding on the Employer. Except that back pay (only) will be paid in cases that the Employer initiated the action and provided incorrect information, which resulted in the cause of the action against the Employee.
3. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
4. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
7. Time limits set forth herein may be extended only by mutual agreement of the Union and the Company.
8. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.
9. No individual may move a grievance to arbitration.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary Action will consist of a verbal warning, a written warning, and suspension or termination.

- B. Anytime an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present if requested by the employee. Both the employee and the Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the Company requests a meeting in reference to a disciplinary action, the employee required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent. This does not include any representative requested by the employee.

ARTICLE#12

HOURS WORKED AND OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employees regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g., personal leave and holidays, do not count as hours worked for over-time purposes. Hours paid that are not worked for vacation days, do count as hours worked for overtime purposes. Employer shall provide two (2) days off in a row for time off except, at the employers discretions, when not possible because of operational need to prevent open post, overtime or compliance with the requirements of the USMS Contract.
- B. Overtime Assignment
 - 1. Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority. When the senior volunteer works overtime, his name will go to the bottom of the list. Should an employee on the volunteer list refuse overtime on three consecutive occasion, they will be removed from the list and will not be permitted to be on the list for six (6) months from the date overtime was last offered.
 - 2. When a Bargaining Unit Employee is next on the list and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name that turned down the overtime assignment will be next in turn for overtime.
 - 3. Mandatory Overtime occurs when the Bargaining Unit Employee with the least seniority is required to meet the overtime requirement. This includes involuntary call-in that results in 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 would 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 were not made. All trades will be approved in advance by the Site Supervisor or in his absence the Lead CSO.

NOTE: The 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.

1. The Site Supervisor and no other supervisor can approve the trade. If the Site Supervisor is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the acting Site Supervisor or Contract Manager or his assistant or the trade will not take place.
 2. It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.
- D. Reasonable access to overtime records will be made available to the Union upon request.

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. Payday will be no later than fourteen (14) days following the close of the period.
- B. In the event employees report to work for their shift without having been notified not to report, and work is not available, the employees shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God, orders of the Court or US Marshals Service, or the failure of equipment beyond the Company's control shall nullify the Company's requirement to pay such reporting time pay.
- C. In the event of an undisputed Company caused error of less than \$100.00 as to an employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. In case of a Company caused error greater than \$100.00 as to an Employee's rate of pay, proper adjustment will be paid within three (3) business days, after the Company is given written notification of the error by the Employee.
- D. A payment toward pension is paid for each hour worked. This amount, described in Exhibit B hereto, may be paid into the MVM, Inc. 401K plan or paid to the employee in his/her check, at the selection and option of the employee.

ARTICLE #14

LEAVES OF ABSENCE

- A. A leave of absence may be granted in the Employer's sole discretion for verifiable extenuating circumstances or emergencies 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 case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. 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.
- 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 Employer 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, a period not to exceed three months, 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.

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:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notices of Union elections;
 - 3. Notices of Union appointments and results of Union elections;
 - 4. Notices of Union meetings;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising, or political matters.
- C. Employer has no say in the use of bulletin board, except as required by the Court or US Marshals Service.

ARTICLE #16

BEREAVEMENT LEAVE

- A. *Funeral Leave.* 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 per occurrence at his/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 up 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, son-in-law, daughter-in-law, grandparents, step-parents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer 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. All temporary assignments should not exceed 30 Days, unless justified.
- B. To the extent feasible the assignments will be done on a voluntary selection basis using seniority and qualifications. If no volunteers are available reverse seniority will be used without the right of refusal.

ARTICLE #18

HOLIDAYS

- A. *All full-time employees will receive eight (8) hours pay at their normal hourly rate, for the following Twelve (12) holidays:*

New Year's Day	Thanksgiving Day
Independence Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Memorial Day
Columbus Day	President's Day
Christmas Day	Labor Day
Good Friday	Employee Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. All holidays will be observed on the day that the Federal Government recognizes the holiday.
- C. Employees assigned to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- D. All holidays when employees are required to work will be filled through seniority for all shifts and when there are not sufficient volunteers, the least senior employee will be required to work.
- E. The employee's birthday is a floating day to be used within a two-week period of the birthday. The employee must make a written request to take the holiday or receive pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30 of the current year.
- F. An employee who is scheduled to work on a holiday and fails to report for such work shall forfeit the employee's holiday pay.
- G. Time-Share employees will receive holiday pay prorated based on previous two (2) weeks hours paid per week, with a maximum of forty (40) hours paid per week, and with a minimum of at least four (4) hours pay for any holiday worked.
- H. If the President of the United States or the US Congress declares a new permanent national holiday, such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the next contract renewal date if the holiday is observed at least ninety (90) days prior to the contract renewal date. If not the holiday will become effect the following years effective on the date of the next contract renewal date.

ARTICLE #19

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 and one (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years and one (1) day shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten years (10) and one (1) day shall receive four (4) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay.

- D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen years (15) and one (1) day shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay.
- E. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- F. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's vacation may take their vacation in segments of less than one (1) week each.
- G. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- H. 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 right is exclusively reserved for the Employer in order to ensure the orderly operation of the Client facilities
- I. If an employee has not reached the one Year and one Day rule, no vacation pay will be prorated.
- J. The Company will post each January a time-off schedule for vacation for the following year. Vacations will be awarded based on seniority. The results of this posting will be posted for employees after the Company has completed the schedule. All other vacation requests will be handled and approved by the site supervisor or his/her designee as requested based on seniority. The Company and Union may agree upon a different system for awarding vacation and, if they do, that will supersede this section.
- K. All vacation requests are subject to Client needs.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Personal/Sick shall be used in not less than four-hour increments and shall be paid when taken by the Employees as approved in advance by the Site Supervisor or District Supervisor.
- B. Shared position Employees will receive one-half the full-time Personal/Sick Leave per full contract year worked. At the end of the contract year, any share position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated Personal/Sick Leave based upon the number of actual hours Employee worked during that contract year.

- C. Unused Personal/Sick days shall not be cumulative from year to year. Any unused, earned Personal/Sick Leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at an individual hourly rate for any unused, earned Personal/Sick Leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after 4 months at the full-time rate during the current contract year and earns three (3) days Personal/Sick Leave, but only uses two (2) day, would be eligible upon termination to be paid for the third, unused Personal/Sick day.) If the Employee has used more Personal/Sick days upon termination than she/he earned based upon time worked on the contract (6 hours per full month worked) the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns 36 hours Personal/Sick Leave, but actually uses 24 hours Personal Leave, the extra 12 hours pay will be deducted from employee's final paycheck.)
- E. Personal Leave will be granted as long as the employee receives written approval by the Employer. Requests will usually not be made more than thirty (30) days in advance.
- Once a leave is approved, a more senior employee requesting the same time cannot change the time that was previously granted to another employee.
- F. All Personal Leave will be front-loaded each year and from the date of hire. Any leave that is used and not earned shall be repaid to the Company upon the employee's termination of employment.

Personal/Sick Leave Eligibility Table		
START	Rate of Personal/Sick Leave Eligible to Use	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	Full-Time	Shared Position
October 1-31	72 hours	36 hours
November 1-30	66 hours	33 hours
December 1-31	60 hours	30 hours
January 1-31	54 hours	27 hours
February 1-20	48 hours	24 hours
March 1-31	42 hours	21 hours
April 1-30	36 hours	18 hours
May 1-31	30 hours	15 hours
June 1-30	24 hours	12 hours
July 1-31	18 hours	9 hours
August 1-31	12 hours	6 hours
September 1-30	6 hours	3 hours

ARTICLE #21

JURY SERVICE

- A. If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. Jury duty pay will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time lost.
- C. Employees must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

- A. The Employer agrees to recognize one (1) chief steward and one (1) steward 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/her immediate supervisor before leaving the workstation to conduct Union business. The Employer 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/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer as much prior notice as possible before appointing or removing a steward.

ARTICLE #23

PHYSICAL EXAMINATIONS

- A. Pursuant to the direction of the US Marshals Service, its representative or agents or at the Employer's direction or as a condition of initial and continued employment, the Employer may require applicants and employees to submit to physical examinations, to determine fitness for duty under standards set by the US Marshals Service or their representatives, or any other applicable entity. Such may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty

(30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment.

- B. The Employer may also require, at the Employer's direction or pursuant to the direction of the US Marshals Service, its representative or agent, that employees undergo such examinations on an annual basis. When required, such annual examinations should be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the examination conducted by a physician during the initial visit by an employee to such physician for the purpose of having an annual physical examination. Time will be made available by Employer for examinations required by Employer or by the US Marshals Service, or its representative or agent. An employee shall be paid for up to three (3) hours (or actual time spent if less than three (3) hours) for time used for having an annual physical examination.
- C. The Employer shall not be liable to pay for any follow-up tests or additional examinations required by Employer or by the US Marshals Service or its representative or agent as a result of information obtained during any physical examination. Payment for such follow-up tests or additional examinations shall be the responsibility of the employee and/or his or her medical insurance plan. Notwithstanding the foregoing provisions of this paragraph C, the Employer shall pay the cost of follow-up tests or additional examinations if they are required because the initial test or examination was performed incorrectly, as determined by Employer or the US Marshals Service or its representatives or agent.

ARTICLE #24

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 (30) day following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration, of this Agreement.
- B. 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, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. 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, providing the name, social security number, address, job classification, and hire date of such employee on a monthly basis.

- C. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this article, it shall serve notice on the Company requesting that an employee be discharged effective no sooner than two (2) weeks of the date of the notice. The notice shall also contain reasons for the discharge. The Company will inform the employee of his/her impending discharge and effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge that employee.
- 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.
- E. Notwithstanding the above, all members who are not members of the Union shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initial fees and dues, and shall not include any assessments, special or otherwise. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check-off card. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The Company agrees to deduct the fee from the employees' paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- F. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 C3 of the IRS Code, non-religious charitable organization from a list supplied by the Union. Any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

ARTICLE #25

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, picketing, 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 any

other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

- C. The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, by newspaper and through Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.
- D. The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

GENERAL PROVISION

- A. Rest Periods. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.
- B. The Company may also 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 testing will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such examinations.
- C. Health Plan

In lieu of a Health Plan the Employer will pay the H & W funds indicated in Appendix A, as a cash payment to the employees.

ARTICLE #27

GOVERNMENT SUPREMACY

- A. The Union acknowledges that 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 Employer within the scope of the Contract. Any determination by the Government to supersede the above understandings of the parties

must be in written form, and the Union expressly acknowledges Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate Employer's decision to do so or the impact of such decision.

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

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

ARTICLE #28

TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from July 12, 2005 through July 31, 2008, subject to the following, and shall continue from year to year thereafter, unless both parties desire to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to July 31, 2008.

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

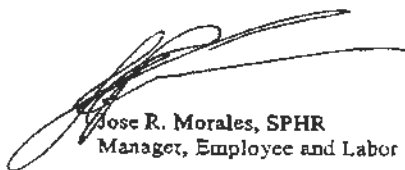
INTERNATIONAL UNION, UNITED
GOVERNMENT SECURITY OFFICERS
OF AMERICA - LOCAL # 139

MVM, INC.



David Demore
President

Date: July 12, 2005



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

Date: July 12, 2005

Appendix A
UGSOA Local 139
Economic Provisions

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

Effective Fiscal Year Beginning Oct. 1:	2005	2006	2007	
	Base	Year 1	Year 2	Year 3
Base Wages				
LCSD	\$23.33	\$24.03	\$24.75	\$25.49
CSO	\$22.19	\$22.86	\$23.54	\$24.25
Uniform Allowance	\$0.19	\$0.19	\$0.19	\$0.19
H&W effective as of Jul 1 st	\$2.65	\$2.87	**	**
Holiday	96	96	96	96
Sick Personal	72	72	72	72
Pension	\$0.48	\$0.50	\$0.50	\$0.50

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:
1800 to 0600 105% of base wage per hour

2. Uniform Allowance

- a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) Health and Welfare Allowance is the amount shown above per hour for each regular hour worked.
- b) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty hours per week and 2080 hours per year on each contract.
- c) *The parties agree that either party may reopen negotiations for amendments to Appendix "A" limited to Health & Welfare Allowance only at any time after May 1 and before July 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. Failure to request negotiations in a timely manner will maintain the H & W at the current level for the following year.*

Appendix A
UGSOA Local 139
Economic Provisions
Page 2 of 2

4. Shoe Allowance

The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee. In lieu of shoes the employer will provide \$55.00 annually to be used for the purpose of purchasing shoes.

5. Pension

Pension is paid for each hour worked; it can be paid into the MVM 401k Plan or paid to the employee in his/her check, at the option of the employee.

07/24/2006 10:27 4126444059

JOHN MUNSTIE

PAGE 01/01

TO: Dave Demore, President
UGSOA, Local 139

FROM: Jose R. Morales, SPHR
Director, Human Resources

DATE: July 23, 2006

SUBJECT: Memorandum of Understanding - Health and Welfare Amendment
CBA - UGSOA, Local 139

In accordance with the requirement of the CBA re-opener for the Health and Welfare.
This memorandum of understanding is to confirm the amendments to the CBA between
UGSOA Local 139 and MVM. Specifically, the Health and Welfare (Appendix A) to be
effective October 1, 2006 will be: \$3.01 (Three Dollars and one cent)


All other articles and sections remain without change.

FOR MVM, Inc.


Jose R. Morales, SPHR
Director, Human Resources

DATE: July 25, 2006

FOR UGSOA, LOCAL 139


Dave Demore
President

DATE: July 24, 2006

HR
25/2006
JRM

New Jersey

CBA WD

Page 1 of 1

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 Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-144 Revision No.: 0 Date Of Last Revision: 2/21/2006	
State: New Jersey	
Area: Mercer	

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: Security Officers, Police, & Guards Local 1536, effective 10/1/2002 through 9/30/2006.

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).

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 Director	Division of Wage Determinations.
State: New Jersey	
Area: Essex	
Wage Determination No.: CBA-2006-143 Revision No.: 0 Date Of Last Revision: 2/21/2006	

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: Security Officers, Police, & Guards Union Local 1536, effective 10/1/2002 through 9/30/2006.

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).

CBA WD

Page 1 of 1

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 Wage Determination No.: CBA-2006-145 Revision No.: 0 Date Of Last Revision: 2/21/2006
William W. Gross Director	Division of Wage Determinations
State: New Jersey	
Area: Camden	

Employed on United States Marshals Service contract for Court Security Officer Services.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: Security Officers, Police, & Guards Local 1536, effective 10/1/2002 through 9/30/2006.

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).

COLLECTIVE BARGAINING AGREEMENT

Between

MVM, Inc.

and the

Security Officers, Police, & Guards Union (SOPGU)

Local 1536

NEWARK, TRENTON, CAMDEN, NEW JERSEY

October 1, 2002, through September 30, 2005

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PREAMBLE

THIS AGREEMENT is made and entered into this 31st day of July, 2002, by and between MVM, INC., currently located at 8301 Greensboro Drive, Suite 300, McLean, Virginia, hereinafter referred to as the "Employer" or "Company," and Security Officers, Police, & Guards Union (SOPGU) Local 1536, hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect upon ratification. All economic provisions of this contract shall be in effect as of October 1, 2002, including but not limited to compensation and fringe benefits.

ARTICLE I - Recognition

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act ("NLRA"). The "Bargaining Unit" or "Unit" is defined as full-time and part-time federal Court Security Officers, Lead Court Security Officers ("LCSOs") and Assistant Lead Court Security Officers ("ALCSOs") employed by the Company in the 3rd Judicial Circuit in the State of New Jersey, excluding all other employees including office clerical employees and professional and supervisory employees as defined in the NLRA.

Section 2. The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the union to represent the Employees in collective bargaining negotiations.

ARTICLE II - Definitions

"Client" shall mean the United States Marshals Service.

"Contract Manager" shall mean the individual designated by MVM from time to time as its contract manager.

"Employee" shall mean MVM, Inc., employees within the Bargaining Unit defined in Article I of this Agreement.

"Full time Employees" shall mean those Employees who work forty (40) hours per week.

"Government" shall mean the United States Government, including all of its respective agencies and departments.

"Part time Employees" shall mean those Employees who work less than forty (40) hours per week.

"Prime Contract" shall mean the contract between the Client and the Employer to provide security services in the 3rd Judicial Circuit.

"Supervisor" or the "Employee's Supervisor" shall mean the individual next higher than the Employee in the chain of command who is not a member of the Bargaining Unit. For purposes of this Agreement, LCSOs are not Supervisors whether or not the LCSOs are within the bargaining unit.

ARTICLE III - Management Rights

Section 1. Management of the business and direction of the security force are exclusively the right of management. These rights include the right to: Hire; Assign Work; Promote and Demote; Discharge, Discipline, or Suspend for Just Cause; Require employees to observe Employer rules and regulations, and determine when overtime shall be worked; and Determine the qualifications of an employee to perform work.

Section 2. Any of the rights, power, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE IV - Equal Opportunity/Non-Discrimination

Section 1. In connection with the performance of work under this Agreement, the Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, and selection for training.

Section 2. The Parties agree to comply with all applicable Federal and State laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The Employer and the Union agree to post in a conspicuous place, available to employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

Section 3. The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

ARTICLE V - Probationary Period

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

ARTICLE VI - Seniority

Section 1. Seniority shall mean the total length of time the employee has been employed by the Employer and any predecessor companies, by evidence of receiving payment of wages, at the Employer's worksite. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift building, vacation schedules, extra work, transfers, and other matters as provided for on this Agreement.

Section 2. Part-time employees will have seniority only among other part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees on the date they became a full-time employee, or when they complete the Probationary Period, whichever later occurs.

Section 3. Full-time employees, after completing the Probationary Period, who thereafter become part-time employees, 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 commensurate with their previously accrued full-time seniority.

Section 4. Seniority lists for each work location will be posted and maintained by the Employer and shall be made available to proper Union officials annually. An employee's standing on the posted seniority list will be final unless protested in writing to the Contract

Manager not later than thirty (30) calendar days after the list has been posted on the bulletin board.

Section 5. Employees shall notify the Employer in writing of their proper mailing address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employees official records.

Section 6. The seniority of an employee shall be terminated for any of the following reasons:

- (a) the employee resigns or retires;
- (b) the employee is discharged for just cause;
- (c) the Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his/her control;
- (d) the Employee fails to comply with the deadlines stated in Article VII when recalled;
- (e) a settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer;
- (f) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
- (g) the U.S. Government revokes the Employee's credentials as a CSO; or
- (h) the Employee is permanently transferred out of the bargaining unit.

Section 7. Any bargaining unit employee who is transferred in good standing to a non-bargaining unit position shall retain the seniority the employee had at the date of the transfer, but shall not accumulate additional seniority while in his/her new capacity. If the Employee later returns to the bargaining unit in good standing, the Employee will return to a position on the seniority list to which his/her retained in accordance with his/her retained seniority.

ARTICLE VII - Transfers, Layoff, and Recall

Section 1. Whenever it is necessary to layoff Employees, or in the event the Prime Contract is terminated or not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (a) Full-time Employees
 - (i) probationary employees working at the location at which the reduction is to be made shall be laid-off first;
 - (ii) should it be necessary to further reduce the work force, employees at the location shall then be laid off in the inverse order of their seniority.

(b) **Part-time Employees -**

- (i) probationary employees working at the location at which the reduction is to be made shall be laid off first;
- (ii) should it be necessary to further reduce the work force of regular part-time employees at the affected location, they will be laid off in the inverse order of their seniority.

Laid-off employees may not displace employees at other locations.

Section 2. Employees who have been laid-off by reason of a reduction in the work force will be recalled by recalling the last laid off Employee first, and so on. Should an employee be transferred to another location in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

Section 3. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off. Laid-off employees declining recalls to the location from where they were laid off will be deemed to be voluntarily terminated. Laid-off employees are not eligible for any compensation (other than required unemployment compensation, if deemed eligible).

Section 4. Upon receipt of notification of recall, the Employee shall inform the Employer of his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Employer of recall. The Employee will then have a maximum of five (5) calendar days to report for duty. An Employee who fails to meet either of these deadlines may be terminated at the sole discretion of the Employer.

Section 5. It is the responsibility of the laid-off Employee to keep the Employer advised by Certified Mail of any changes in his/her mailing address.

Section 6. Any Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her Union seniority. If he returns to the bargaining unit at a later date, his seniority will start on that return date.

ARTICLE VIII - Job Opportunities

Section 1. Filling Vacancies

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). All shared position Employees who have notified the Site Supervisor, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during that three (3) day period at the site where an opening occurs, and any Employees on vacation or on other approved leave will be notified by the Company. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for

the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. No more than two (2) shifts will be filled under this procedure as a result of that vacancy.

Section 2. Shared Position Employees

The Company is obligated under its contract with the USMS to fill a designated number of shared positions in order to provide full staffing level coverage, to increase security levels as needed, and to avoid unnecessary overtime. A shared position Employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action.

Section 3. Temporary Assignments

A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement.

Section 4. Appointment Of Lead CSOs

The Client in its contract with the Company creates specific guidelines for the job duties and qualifications of LCSOs. Based on these guidelines, all appointments of LCSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. LCSOs within the Bargaining Unit will not perform supervisory duties as described by the National Labor Relations Act.

ARTICLE IX - Grievance Procedure

Section 1. *Definition: A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, the Employees' hours, or the working conditions of the Employees covered by this Agreement. Nothing herein in this Agreement is to be contrary to any Federal or State Laws. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder. Further, this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the Client. Any temporary or permanent removal of an Employee by determination of the Government shall not become permanent without required notice to Employee and the opportunity for Employee to respond to*

the Government's action with in fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that it may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact. The "final decision" on the Employee's removal shall be determined by the Government.

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.

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

- (a) Step One - Any employee having a grievance, or an employee designated by a group of employees having a grievance (the "Grievant"), must discuss the grievance on an informal basis with his/her Supervisor within five (5) working days of the incident being grieved, to start the Informal Procedure. The Grievant may be accompanied by a Union representative if the Grievant so desires. The supervisor shall answer the grievance promptly, in writing or orally. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step Two. Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.
- (b) Step Two - If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Contract Manager within ten (10) working days from the date of the event giving rise to the grievance. The written grievance shall be in the format of Attachment A hereto, shall be signed by the Grievant, and shall set forth sufficient detail to enable the Employer to determine the nature of the grievance, the specific provision of this Agreement alleged to have been violated, the circumstances surrounding the grievance, and the adjustment or relief sought. The Grievant, a Union representative, and the Contract Manager shall meet to discuss the grievance. The Contract Manager shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.

- (c) Step Three - If the grievance is not resolved at Step Two, the Grievant must refer the grievance to the Union and to the Employer's Director of Human Resources (the "Representative") within five (5) working days after the completion of Step Two. The Representative may, but is not required to, meet with the Grievant and a Union representative to discuss the grievance. The Representative shall give a written decision to the Grievant within ten (10) working days after receipt of the grievance.
- (d) Step Four - Only grievances involving the interpretation of an express provision contained in this Agreement may be submitted to arbitration, subject to the exceptions contained in this Agreement. Further, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to an oral or written request of the Government are subject to this Step Four since the parties hereby agree that those matters are not arbitrable. Except as limited above, any grievance not resolved at Step Three may be submitted to arbitration by the Employer or the Union using the following procedure. No individual grievant may move a grievance to Step Four.
 - (i) The Employer or Union shall submit a written request for arbitration to the other party within ten (10) working days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Representative.
 - (ii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) working days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
 - (iii) Upon the Employer's request, the arbitrator shall conduct a prehearing not less than sixty (60) calendar days before any scheduled arbitration hearing, the sole and exclusive purpose of which shall be to determine whether the grievance is arbitrable under this Agreement.
 - (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.
 - (v) All costs of the arbitration shall be borne by the nonprevailing party, including without limitation, the arbitrator's fee and expenses (including the cost of any hearing room or transcript), all expenses and compensation of for any witness of either Party, and all reasonable legal fees incurred by the Parties. Any settlement of a grievance before judgment shall explicitly address the sharing or bearing of costs, expenses, and legal fees.

- (vi) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including the requirements of the Service Contract Act and implications of Wage Determinations; or (e) consider any matter or substitute his/her judgment for that of the Client's regarding a written or oral determination or request of the Client, the contracting officer or other official of the Government.
- (vii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the Grievant or Grievants involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment, pension or any other retirement benefit, and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. The arbitrator may not award interest or punitive damages under any circumstances.

Section 4. The Union shall have the right to file a group grievance for grievances involving more than two (2) employees at Step 3 of the grievance procedure within ten (10) working days of the event giving rise to the grievance.

Section 5. The term "days" shall not include Saturday, Sunday, and holidays when used in this article.

Section 6. The Union shall have the right to file a group grievance (class action) or grievances on behalf of more than one (1) employee at Step One of the Grievance Procedure.

ARTICLE X - Discipline

Section 1. After completion of the probationary period, no employee shall be dismissed or suspended without just cause unless the employee is removed from working under the Employer's contract with the Government based upon an oral or written request by the Government, or the employee's credentials are denied or terminated by the Client. Should a non-probationary employee wish to contest a dismissal or suspension made solely by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within ten (10) working days of the dismissal or suspension (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3, as provided in Article IX of this Agreement.

The Company's contract with the Client sets out performance standards for the CSOs in Section C, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the

US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any express non-disciplinary directive issued by the Government.

Section 2. Disciplinary action may consist of one or more of the following, in the Employer's sole discretion: verbal warning or counseling, a written warning, probation, suspension, loss of seniority, demotion, and termination. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.

Section 3. Any time an employee is to be interviewed and disciplinary action may be taken, the Employee shall have the option to have a Union representative present and shall be so advised by the Employer's representative. Both the Employee and the Union representative shall be entitled to know the subject of the interview session, and shall be entitled to consult prior to the session.

Section 4. Actions that, as deemed appropriate by the Employer, establish just cause for and may result in immediate dismissal of an employee, include, but shall not be limited to:

- (a) abuse of authority;
- (b) neglect of duties;
- (c) breach of the chain of command, (except to the extent reasonably necessary to comply with the orders or accommodating the needs of the INS/Federal Court);
- (d) conduct which impugns or disparages the INS/ Federal Court or its agents, or the Employer or its agents, to the Government or to other third parties;
- (e) inappropriate conduct directed at or involving Federal Court staff, Government employees, client representatives, or the general public;
- (f) insubordination;
- (g) violation of the Client's or the Employer's code of conduct and/or performance standards, as determined by the Employer or the Government;
- (h) dishonesty,
- (i) misappropriation of funds,
- (j) theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
- (k) immoral conduct;
- (l) fighting;
- (m) sleeping while on duty;

- (n) destruction of property;
- (o) criminal misconduct or conviction of a crime;
- (p) falsifying or misrepresenting information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- (q) committing a serious breach of security, as determined in the sole discretion of the Employer;
- (r) termination, suspension, or withdrawal of the employee's credentials as a Detention Officer or Dispatcher by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- (s) Failure to obtain a Security Clearance that is required by the Client.
- (t) the employee is absent from work for two (2) consecutive scheduled days without advising the Employer and giving reasons acceptable to the Employer for such absence, or is absent without good cause – as determined by the Employer – on three (3) non-consecutive work days within any forty-five (45) calendar day period;
- (u) the employee overstates a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
- (v) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave.

ARTICLE XI - Hours of Work and Overtime

Section 1. For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for full-time employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. When feasible, a list of volunteers for overtime shall be compiled by seniority for positions to be filled.

Section 2. An overtime rate of time and one-half (1/2) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal Laws concerning overtime.

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

Section 4. If requested to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee is excused for good

cause. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

Section 5. Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of the Prime Contract.

Section 6. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use a time clock or other electronic or telephonic time recording methodology when reporting for duty, leaving and returning from lunch, and completing the employee's shift.

Section 7. Overtime will be offered based upon Seniority. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations.

Section 8. There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving his post. One rest period shall be in the first half of the shift. On occasion due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest period, and if so, they will be compensated at the appropriate rate if pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks.

ARTICLE XII - Wages

Section 1. The hourly rates of pay for each Employee classification is set forth in Attachment B of this Agreement, which is attached hereto and incorporated herein by reference.

Section 2. In the event that an Employee reports to work for his/her shift without being notified not to report, and work is not available, or a weather-related closure has been declared by the Contracting Officer, the Employee shall be paid for four (4) hours Reporting Pay at the Employee's regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Company's control shall nullify the Company's obligation to pay such Reporting Pay.

ARTICLE XIII - Holidays

Section 1. Whenever the term "Holiday" is used in this Article it shall mean: New Years Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and the Employee's birthday. These twelve (12) holidays shall be paid as described below, regardless of the day of the week on which they fall.

Section 2. A full-time employee who is not required to work on a Holiday shall be paid eight (8) hours of "Holiday Pay," calculated by multiplying eight times his or her base hourly straight time rate, exclusive of any shift or overtime premium and in accordance with the guidelines of the Service Contract Act.

Section 3. An employee who works on a Holiday will be paid for all hours he/she works, as provided in Section 4. The employee shall also receive eight (8) hours of Holiday Pay if the employee is not laid off or on a leave of absence.

Section 4. Any full-time employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and shall also receive eight (8) hours of Holiday Pay providing the employee meets the requirements of Section 3, above.

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

Section 6. Holiday pay for part-time employees who do not work on a Holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the full-time benefit based on their prior week's hours of work divided by forty (40).

Section 7. Employees assigned to work Christmas and Thanksgiving will receive time and one-half (1½) plus Holiday Pay calculated under Section 4 or 5 above, as applicable.

Section 8. An employee shall not receive Holiday Pay for a Holiday if the Employee is scheduled to work on a Holiday and fails to report for such work.

ARTICLE XIV – Sick/Personal Leave

Section 1. Each full-time Employee shall be entitled to nine (9) Sick/Personal Leave days per year. These hours will be considered worked hours.

Section 2. Part-time employees shall receive four and one-half (4-1/2) Sick/Personal Leave days per year; any hours after 1,040 will be prorated. These hours will be considered worked hours.

Section 3. New employees may not use Sick/Personal Leave during the Probationary Period, and shall not be entitled to any cash out if terminated during the Probationary Period.

Section 4. An Employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid Sick/Personal Leave, or as early as reasonable in order to promote proper notification. Employees may use accrued Sick/Personal Leave to cover such absences. Sick/Personal Leave will be payable for full days of absence due to illness commencing on the first day of such absence. The Employer may require written proof of the Employee's disability or require a written statement from a medical care provider if the Employee's absence exceeds three (3) consecutive days.

Section 5. Personal Days may be used by the Employee in one-half day increments by giving their Supervisor seven (7) days written notice and receiving prior approval from the Supervisor, or in cases of personal emergencies (which may require that verification of the emergency be provided to the Supervisor). This approval shall not be unreasonably withheld if the Employer believes it has adequate reserve staffing to meet its contract staffing requirements. Personal Days may not be used instead of, or as an extension to, a scheduled Vacation.

Section 6. Sick/Personal Leave will not be paid for more than eight (8) hours at the Employee's regular straight-time rate of pay, excluding any shift differentials, for each day that the employee is eligible to receive Sick/Personal pay. Sick/personal pay will not be considered as time worked for the purposes of computing overtime.

Section 7. Sick/Personal Leave shall not accrue from year to year. Employer will cash out any unused Sick/Personal Leave at the end of each contract year. Payment shall be made no later than thirty (30) days after the end of each contract year.

ARTICLE XV - Bereavement Leave

Section 1. "Immediate Family" means an Employee's father, mother, spouse, sister, brother, child (including a legally adopted child or stepchild), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

Section 2. In the event of a death in a full-time Employee's Immediate Family, the Employee may receive up to five(5) days paid Bereavement Leave per year at the Employee's straight-time rate of pay, excluding any shift differentials, as reasonably necessary to make funeral arrangements, attend the funeral, and attend to family matters.

Section 3. The Employee must provide his/her supervisor with at least twenty-four (24) hours prior notice of the need for Bereavement Leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. The Employer may require proof of the death for which an Employee requests a paid leave.

Section 4. Employees are eligible for this benefit only to the extent that regularly scheduled hours of work are missed for this purpose.

ARTICLE XVI - Vacations

Section 1. Each full-time employee shall accrue Vacation time in accordance with the following schedule:

Upon completion of each of the 1st through 4th year of service - 80 hours

Upon completion of each of the 5th through 9th year of service - 120 hours

Upon completion of each of the 10th through 14th year of service - 160 hours

Upon completion of each of the 15th and thereafter year of service - 200 hours

Vacation time is not accrued in a prorated manner. That is, an Employee who has not completed a specific year of service has not accrued any vacation time for the current year of service.

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

Section 3. Vacation requests shall be submitted to the Employee's supervisor at least twenty-one (21) days in advance of the requested vacation start date. Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of Vacation time may take their vacation in segments of less than one (1) week each. Vacations must be taken in one (1) day increments. The Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the Employee and the Employer in line with the seniority of an employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to ensure orderly and efficient operation.

Section 4. Vacation pay shall be paid at the Employee's straight-time rate of pay, excluding any shift differentials. Vacation time will not be considered as time worked for the purposes of computing overtime. Vacation time will be paid in the Employee's regularly scheduled paycheck for the period during which the vacation occurs.

Section 5. Vacation time shall not be cumulative from one year to the next. Any accrued but unused Vacation time remaining at the end of a year of service will be cashed out and paid to the Employee with the Employee's next regularly scheduled paycheck after the end of the year. Any accrued but unused vacation time remaining at the time the Employee's employment is terminated will be cashed out and paid to the Employee on the first pay day following the termination of employee's employment..

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence or laid off unless otherwise required by the United States Department of Labor.

ARTICLE XVII - Jury Duty

Section 1. Full-time employees with one (1) or more years continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury duty. Said reimbursement shall be offset by any jury fees received by the Employee.

Section 2. To be eligible for this benefit, an Employee must inform his/her Supervisor immediately upon receiving a notice to report for jury duty. The Employer reserves the right to request an exemption when the Employer determines that the Employee's absence would create a hardship.

ARTICLE XVIII - Leaves of Absence

Section 1. This Article shall apply to unpaid Personal Leaves of Absence not to exceed thirty (30) calendar days. Such leaves may be granted at the sole discretion of the Employer without

loss of seniority. This Article shall not apply to leaves of absence taken pursuant to the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Such leaves of absence shall be governed by the terms of FMLA, USERRA, or state statute, as applicable. The Employer will make every reasonable effort to maintain an Employee's position while on a nonstatutory unpaid leave of absence. It is acknowledged by the Union that under the Company's USMS Contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

Section 2. A Personal Leave of Absence shall be processed in the following manner:

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

Section 3. All Personal Leaves of Absences shall be subject to the following general provisions:

- (a) Seniority shall accumulate during the period of any approved Personal Leave of Absence subject to the provisions of Article VI of this Agreement.
- (b) Any employee who receives a Personal Leave of Absence shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such leaves shall be without payroll compensation or benefits unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

Section 6. Notwithstanding the above, employees in locations subject to the FMLA and who are eligible for leaves under that Act, shall be eligible for leaves in accordance with that Act. Leaves granted under the FMLA may be concurrent with leaves otherwise covered by this Article, and the Employer may require employees taking FMLA covered leaves to utilize paid time off as a part of the leaves so taken. For purposes of the FMLA, eligibility shall be measured, in part, based on the number of weeks of FMLA taken in the 12 month period preceding the first day of the leave.

If the Employee files for medical leave on false pretext or works for another employer without preauthorization from the company, the Employee will be removed from the CSO program and from employment with Employer.

ARTICLE XIX - Health and Welfare

Section 1. The Employer will make health and welfare payments to employees at the rate set forth in Attachment B to this Agreement, which is attached hereto and incorporated herein by reference. To be eligible for Health & Welfare, an employee must be a regular employee and work a minimum average of twenty (20) hours per week.

Section 2. The Employer may offer employees the opportunity to participate in other fringe benefit programs generally made available to other employees employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including without limitation cafeteria plans, payroll deduction plans, retirement plans, and insurance plans.

ARTICLE XX - Pension

During the term of this Agreement, the Employer shall make a pension contribution on behalf of each Employee at the rate set forth in Attachment B to this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE XXI - Uniform Allowance

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

ARTICLE XXII - General Provisions

Section 1. The Employer agrees to provide an appropriate bulletin board exclusively for the use of the Union for the posting of noncontroversial notices, such as notices of Union recreational and social affairs, notices of Union appointments, and notices of Union meetings. However, the Employer has the right to deem any particular posting to be inappropriate, and therefore preclude such posting.

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

Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business.

Section 3. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.

ARTICLE XXIII – Stewards

Section 1. "Union Business," as used in this Article, shall mean bona fide responsibilities of Stewards conducted on behalf of Employees in the Bargaining Unit.

Section 2. The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties.

Section 3. A Steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union Business. Such permission must be requested seven (7) calendar days in advance for scheduled events.

Section 4. A steward who leaves his or her work station to conduct any Union Business after obtaining such permission shall clock out at the time that he/she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union Business. Stewards shall not be compensated by the Employer for such time spent on Union Business. The Union shall give the Employer not less than forty-eight hours prior notice before appointing or removing a steward.

ARTICLE XXIV – Physical Examinations

The employer may require, as a condition of initial and continued employment, that applicants and Employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be random and may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual and/or random basis. When required, such annual examinations will be given within fifteen (15) days of an Employee's anniversary date. The Employer shall bear the cost of any physical examinations required by Employer. Other than random field examinations, the Employee has the right to choose the physician who will perform the physical examination.

Employer's compliance with the directive or conclusions of the Client on the review of a physical examination shall not be grievable or arbitrable and Employer shall have no liability to the Union or the employee for any adverse action taken under these circumstances.

Employer shall provide information about its Drug and Alcohol Program to all Employees and to the Union. If Employer does not have such a program, then the Union and Employer shall jointly

establish one within ninety (90) days after signing this Agreement.

ARTICLE XXV - Strikes, Lockouts, and Walkouts

Section 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.

Section 2. Upon hearing of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination, and shall notify its members by telephone, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union shall not assist employees participating in such strike, slowdown, stoppage of work, planned inefficiency, or curtailment of work or restriction or interference with the operation of the Employer against whatever disciplinary action the Employer may take. Further, such disciplinary action shall not be subject to Article IX of this Agreement.

Section 3. A refusal by an employee or employees to cross a strike line at the employee's regular place of employment, established by the Union or established by any other labor organization or group, shall constitute a violation of Section 1 of this Article.

Section 4. Any Employee who violates the proscriptions of this Article will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE XXVI - Union Security and Membership

Section 1. 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. Each Employee shall remain a member of the Union, to the extent of paying an initiation fee and a membership dues uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, paying an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of, this Agreement. Payment of membership dues shall not be required as a condition of employment during leaves of absence without pay that exceed thirty (30) days.

Section 2. Upon execution of this Agreement and from time to time thereafter as necessary, the Union shall notify the Employer in writing of the current amount of the initiation fee, monthly dues, and the name and address of the Union official to whom the Employer should remit the initiation fees and dues withheld per Section 3 below.

Section 3. Upon receiving an Employee's individual written authorization signed by the Employee, the Employer shall withhold the Union initiation fees and dues from that Employee's wages. Authorization forms are to be provided by the Union. The Employer shall remit to the Union official designated in writing under Section 2 above all dues and initiation fees so withheld. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The remittances shall be mailed no later than the last payday of the month the dues were deducted. The Union shall advise Employer when an Employee's membership in the Union has been canceled or terminated.

Section 4. The Union agrees to indemnify, defend, and save the Employer harmless against any claim, suit, judgment, or liability of any sort whatsoever arising from the Employer's compliance with the provisions of this Article.

ARTICLE XXVII - Government and Client Supremacy

Section 1. The Union acknowledges that the Employer has entered into the Prime Contract with the Client to provide services under specific terms and conditions, and that the Client has broad discretion to direct the activities of the Employer within the scope of the Prime Contract. Accordingly, the administration of the terms of this Agreement is expressly subject to the requirements of the Client and the Government imposed upon the Employer by or through the Prime Contract. The Client may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Client's overall security objective, and there shall be no recourse against the Employer regarding such actions. Any determination by the Client to supersede the above understanding of the parties may be in either oral or written form, and the Union expressly acknowledges the Employer's obligation to comply with such directive, and the fact that the Union is not permitted to grieve or arbitrate the Employer's decision to do so or the impact of such decision.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Client or the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer.

Section 3. Any compensation or expenses required by the Client to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Client, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.

ARTICLE XXVIII - Partial Invalidity

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application

shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX - Amendment

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

ARTICLE XXX - Waiver

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this Agreement or any of its Provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.

ARTICLE XXXI - Termination

Section 1. This Agreement shall be effective on October 1, 2002, and remain in full force and effect for a period of three (3) years until 11:59 p.m. on September 30, 2005, and thereafter for successive periods of one (1) year, unless either party, at least one-hundred twenty (120) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.


Section 2. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Client that the Prime Contract will be reprocured by formal bidding (instead of renewed). Should either party receive such a notice from the Client, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within seven (7) calendar days of said receipt.

Section 3. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Director of Human Resources.

Section 4. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the U.S. Court. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.


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

SECURITY OFFICERS, POLICE, &
GUARDS UNION Local 1536


H. James Lassiter, Jr., President
Date: 8-9-02

Joseph F. Laffey, Vice President
Date: 8-7-02

MVM, INC.


Edward Hayes, Jr., Senior Vice President
Date: 9 Aug 02

Attachment A Economic Provisions

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

Newark

Oct. 1, 2002 Oct. 1, 2003 Oct. 1, 2004

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			\$28.53
LCSO	\$27.13	\$27.77	\$28.43
CSO	\$25.63	\$26.27	\$26.93
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72
7 Bervment In State	24	24	24
8 Bervment Out State	40	40	40

Trenton

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			\$26.94
LCSO	\$25.49	\$26.09	\$26.70
CSO	\$23.99	\$24.59	\$25.20
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72
7 Bervment In State	24	24	24
8 Bervment Out State	40	40	40

Camden

	Year 1	Year 2	Year 3
1 Wages			
Sr.LCSO			\$25.00
LCSO	\$23.50	\$24.00	\$24.75
CSO	\$22.00	\$22.50	\$23.25
2 Uniform Allowance	\$0.42	\$0.42	\$0.42
3 H&W effective as of July 1 st	\$2.15	WD	WD
4 Pension Plan Payment	\$1.00	\$1.00	\$1.00
5 Holidays	96	96	96
6 Sick/Personal	72	72	72

7	Bervment In State	24	24	24
8	Bervment Out State	40	40	40

1. Shift Differential

In addition to the base wage, Employees shall be paid a shift differential as follows:

1800 to 0600 10% of base wage per hour

2. Uniform Allowance

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

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

3. Health and Welfare Allowance

Health and Welfare Allowance is the amount shown above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week. If, at any time during the term of this Agreement, effective July 1st of each current year beginning July 1, 2002, the Department of Labor should change the Health and Welfare amount required by a Wage Determination that, but for this Agreement, would be applicable to members of the Bargaining Unit, then upon written request from the Union to the Company, the Company shall adjust the Health and Welfare Payment commencing October 1 of the next contract year.

4. Pension

Pension Plan Payment is the amount shown above per hour for each regular hour worked including Holidays, Vacation, and Sick/Personal Leave up to a maximum of forty (40) hours per week.

5. Shoe and Equipment Allowance

The Employer shall provide all equipment, uniforms (including all cold weather gear), and shoes for the Employee at no cost to the Employee.

Attachment A Economic Provisions

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

Newark		Oct. 1, 2002	Oct. 2, 2003	Oct. 1, 2004
		Year 1	Year 2	Year 3
1	Wages			
	Sr. LCSO	\$27.38	\$28.02	\$28.68
	LCSO	\$27.13	\$27.77	\$28.43
	CSO	\$25.63	\$26.27	\$26.93
2	Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3	H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4	Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5	Holidays	96	96	96
6	Sick/Personal	72	72	72
7	Benefit In State	24	24	24
8	Benefit Out State	40	40	40

Trenton		Oct. 1, 2002	Oct. 2, 2003	Oct. 1, 2004
		Year 1	Year 2	Year 3
1	Wages			
	Sr. LCSO	\$25.74	\$26.34	\$26.95
	LCSO	\$25.49	\$26.09	\$26.70
	CSO	\$23.99	\$24.59	\$25.20
2	Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3	H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4	Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5	Holidays	96	96	96
6	Sick/Personal	72	72	72
7	Benefit In State	24	24	24
8	Benefit Out State	40	40	40

Camden

Oct. 1, 2002

Oct. 2, 2003

Oct. 1, 2004

		Year 1	Year 2	Year 3
1	Wages			
	Sr. LCSD	\$23.75	\$24.25	\$25.00
	LCSD	\$23.50	\$24.00	\$24.75
	CSO	\$22.00	\$22.50	\$23.25
2	Uniform Allowance	\$ 0.42	\$ 0.42	\$ 0.42
3	H&W effective as of July 1	\$ 2.15	\$ 2.36	\$ 2.56
4	Pension Plan Payment	\$ 1.00	\$ 1.00	\$ 1.00
5	Holidays	96	96	96
6	Sick/Personal	72	72	72
7	Service In State	24	24	24
8	Service Out State	40	40	40

Attachment A - Economic Provisions is not otherwise amended hereunder in this Amendment.

Amendment entered into as of May 23, 2003.

MYM, INC.

SOPGU, Local 1536


Edward Hayes, Jr.
Senior Vice President


Joseph A. Kelley
President


AUG 05 2004 09:50 FR LIT MARSHALS SERVICE
08/04/04 13:23 FAX 703790314.. MVM INC

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AMENDMENT
TO
COLLECTIVE BARGAINING AGREEMENT
MVM, INC. AND the SECURITY OFFICERS, POLICE, & GUARDS UNION
(SOPGU), Local 1536
Newark, Trenton, Camden, New Jersey
October 1, 2002, Through September 30, 2005

This is to certify that the Economic provisions as stated in Attachment A of the Collective Bargaining Agreement between the parties effective October 1, 2004, were amended and entered into as of May 11, 2003 were negotiated in good faith and are binding on the parties.

MVM, INC.


Joel D. Iskowitz
Director, Human Resources

7/31/04
DATE

SOPGU


Joseph Lahey
President

7/31/04
DATE

Virgin Island

CBA WD

Page 1 of 1

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 Director	Division of Wage Determinations
	Wage Determination No.: CBA-2006-73 Revision No.: 0 Date Of Last Revision: 1/26/2006
State: Virgin Islands	
Area: Statewide	

Employed on United States Marshals Service contract for Court Security Officer Service.

Collective Bargaining Agreement between contractor: MVM, Inc., and union: United Government Security Officers of America Local 60, effective 8/26/2005 through 8/31/2008.

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).

VI/.

AGREEMENT

Between

International Union, United Government Security Officers of America

(UGSOA)

Local #60

Saint Thomas and Saint Croix

United States Virgin Islands

and

MVM, INC.

August 26, 2005, through August 31, 2008

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AGREEMENT

THIS AGREEMENT is made and entered on August 26, 2005 and is fully executed by and between MVM, Inc., a Virginia based company, hereinafter referred to as the "Employer" or "Company" and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, Local 60, hereinafter referred to as the "Union."

ARTICLE #1

RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time court security officers assigned to the federal courthouses or other judicial facilities within the jurisdictional boundaries of the United States District Court for the District of the Virgin Islands, employed by the Employer pursuant to its contract(s) with the Federal Government ("Government") for the provision of security at said courthouses, but excluding all managers, supervisors, office and/or clerical employees temporarily assigned employees, substitute employees, lead court security officers, and all other non-court Security Officer employees of the Employer.
- B. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.
- C. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Marshals Service.

ARTICLE #2

MANAGEMENT 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: manage its operations and to direct and assign the work force; to determine and, change the methods and manner in which services are provided; to introduce new methods or improved methods of operation or equipment; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the courthouses and its operations including the right to select, hire, promote, demote, lay off, assign, train, terminate and discipline employees to subcontract any part of its operation, including unit work, whenever required by the Government; to otherwise subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are

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

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

ARTICLE #3

SENIORITY

- A. Seniority shall be the length of continuous service from the employee's last date of hire as a court security officer in the District of the Virgin Islands for the Employer. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work and terms and employment conditions expressly bargained in this Agreement.
- B. Newly hired full-time employees shall be regarded as probationary employees for the first ninety (90) days of actual work. Newly hired part-time employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the sole right to discipline, lay-off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. The Employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) days of actual work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.
- C. Separate seniority lists for each base work location will be posted and maintained by the Employer and shall be made available to the Union upon request. An employee's standing on the posted seniority list will be final unless protested in writing to the applicable District Supervisor not later than thirty (30) calendar days after the list has been posted on the bulletin board.
- D. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer

shall be entitled to rely upon the last known address shown in the Employer's official records.

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

1. The employee quits or retires;
2. The employee is discharged for just cause;
3. The employee is absent from work for three (3) consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or is absent without good cause on three (3) non-consecutive work days within any forty-five (45) calendar day period;
4. The employee fails to return to work within three (3) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;
5. The employee overstays a leave of absence or a vacation without a justifiable reason previously evaluated and accepted by the Employer given the nature of the Employer's operation;
6. The employee gives a false reason for obtaining a leave of absence, being absent without approved leave or engages in other employment during such leave;
7. A settlement with an employee has been made for total disability, or for any other reason if the settlement waives further, employment rights with the Employer;
8. The employee is laid off for a continuous period of one hundred eighty (180) days;
9. The employee's credentials as a Court Security Officer are withdrawn by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government;
10. The employee has falsified or misrepresented information on his/her application for employment that has been supplied to the Employer or the Government;
11. The employee is convicted of a crime other than a minor traffic violation;
12. The employee commits a breach of security;
13. The employee is insubordinate;

14. The employee breaches the Employer's or the Government's Code of Conduct and/or Performance Standards, appearance standards or the Government's height and weight requirements after a ninety (90) day warning period has elapsed.

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

ARTICLE #4

TRANSFER, LAYOFF AND RECALL

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

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

- A. Laid-off employees may not displace employees at other locations.

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

- C. Laid-off employees will be recalled in accordance within this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if applicable. Laid-off employees declining recalls to their "home location" will be deemed to be voluntary terminations of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer.

ARTICLE #5

JOB OPPORTUNITIES

- A. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.
- B. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government. Preference will be given for seniority to qualified employees applying for the position, who are already based at the location (i.e., city) at which the vacancy exists.
- C. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article. Positions being filled by unit member in accordance with the above shall be done as soon as administratively feasible.
- D. Whenever it becomes necessary to temporarily transfer an employee to a work site outside of the District of The Virgin Islands, to the extent feasible, the transfer shall be voluntary and on the basis of seniority among the employees at the involved location. Employees so transferred will receive the higher of the base hourly wage available to employee regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

ARTICLE #6

GRIEVANCE PROCEDURE

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

- B. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than five (5) working days before the grievance is reduced to writing.
- C. All grievances shall be presented and processed in accordance with the following procedure:
1. Informal Step - Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the Site Supervisor. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly, either orally or in writing.
 2. Step One - If the grievance is not resolved at Informal Step the grievance shall be reduced to writing and presented to the Site Supervisor within five (5) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Site Supervisor (or his/her designee) shall meet to discuss the grievance. The Site Supervisor shall give a written decision to the grievant within five (5) working days after the receipt of the grievance.
 3. Step Two - If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Contract/Project Manager within ten (10) working days after the completion of Step One. The Contract Project Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within ten (10) working days after receipt of the grievance.
 4. Step Three - If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Director or Human Resources or his or her designee within ten (10) working days after the completion of Step Two. The Director or Human Resources (or his/her designee) may discuss the grievance with the grievant and the Union representative. The Director or Human Resources or his or her designee shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.

5. Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request there for to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Director or Human Resources or his or her designee.
- a) Only the Union (i.e., no individual grievant) may move a grievance to Step Four.
 - b) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's contract(s) with the Government, or the Employer's adherence to a request of the Government shall be processed to, Step Four since those matters are not arbitrable, nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
 - c) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine (9) neutral arbitrators provided by the local Federal Mediation and Conciliation Service.
 - d) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made, upon the request of either or both parties. Costs will be paid by party requesting information.
 - e) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
 - f) The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the individual's attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
 - g) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal, obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the local Marshal, the contracting officer or other official of the Government.

- h) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work.
- D. The Union shall have the right to file a group grievance on grievances involving more than two (2) employees at Step 2 of the grievance procedure within five (5) working days of the event giving rise to the grievance.

ARTICLE #7

DISCIPLINE

- A. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's contract with the Government by the Government, or the employee's credentials are denied or withdrawn by the Marshals Service. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3, as provided in Article #4 of this Agreement.
- B. Among the actions which shall be deemed appropriate by the Employer under the circumstances, and may result in and establish just cause for discipline up to and including immediate dismissal shall include, but shall not be limited to, abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Marshal or the judges; conduct which impugns or disparages the Marshals Service or its agents, or the Employer or its agents; to the Government or to other third parties; inappropriate conduct directed at or involving court staff, Government employees, client representatives, witnesses, jurors, litigants or the general public; insubordination; dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; falsifying or misrepresenting information on an application for employment, or on documents otherwise supplied to the employee by the Employer or the Government; a serious breach of security; immoral conduct; fighting; sleeping while on duty; destruction of property; or criminal misconduct; violation of the appearance and height and weight standards, Code of Conduct and/or Performance

Standards/Standards of Conduct which have been established by the Employer and/or U.S. Marshal Services.

- C. Progressive Discipline. MVM's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon MVM's established Standards of Conduct, which were developed to cover all security contracts. MVM has designed six levels of corrective actions, which are permissive, not mandatory, as follows:
1. Documented Warning/Official Counseling/Remedial or additional Training, if appropriate.
 2. Documented Warning/Letter of Reprimand/Remedial /Alternative Training
 3. Documented Probation/Remedial Training
 4. Suspension of Duty without Pay
 5. Termination
 6. Potential Criminal Prosecution
- C. The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. For serious offenses, the option may be immediately termination. Repeated violations, regardless of their nature will not be tolerated. Once warned, MVM employees are expected to improve their performance and/or behavior. Failure to do so may lead to termination.

ARTICLE #8

PERFORMANCE STANDARDS

- A. The Company is enabled to evaluate the job performance of the employees, based on attendance, punctuality, grooming and dress standards, customer service, courtesy to all parties and the satisfactory performance of the duties of the position.
- B. A performance evaluation will be held one or two times a year, as the Employer may deem necessary. The evaluation will be discussed in private, with the employee. The purpose of the performance evaluation is to inform the employee of areas needing improvement and provide any assistance the employee may need to improve such behavior. The employee may also seek means to improve his/her performance.
- C. An employee who receives a below standard rating will be given a period of up to three months to improve his/ her deficiencies and a second evaluation will be conducted. The Employer will provide personnel with quality material to ensure that they meet the dress

standards. The Employer will make effort to help the employee with their performance through additional training, counseling or instruction.

ARTICLE #9

TRAINING

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

ARTICLE #10

HOURS OF WORK AND OVERTIME

A. For the purpose of this Article, a regular work week of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time work week for fulltime employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes. If any employee works more than two (2) hours beyond a full eight (8) hour shift, the employee shall be eligible for an additional unpaid meal periods of thirty (30) minutes to the extent necessary to ensure a meal period for every five (5) hours of work. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government.

Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

- B. An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. The Company will comply with all State and Federal laws concerning overtime.
- C. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
- D. If requested by the Employer or Government to work overtime (i.e., over forty (40) hours in a work week) or extra hours, the employee shall be required to do so unless the employee receives approval by his supervisor to be excused. Overtime will be distributed as equitable as practicable among employees regularly assigned to the particular work location, subject to the direction of the judges and/or the Marshals Service. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. But the Employer shall not be penalized for the modification requested by the U.S. Marshals Service or the judge's petitions.

- E. Hours of work for part-time employees shall be determined by the Employer, subject to Government approval, to ensure the orderly and efficient operation of court security services. Failure to accept assignments when not excused by the supervisor for reasonable and good cause shall be grounds for discipline up to and including discharge.
- F. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the employee leaves the building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes.
- G. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each full-time shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's break without prior approval from a supervisor or as instructed by a U.S. Marshal or a judge, shall not constitute overtime pay.

ARTICLE #11

WAGES/SHIFT DIFFERENTIAL

- A. The hourly rate of pay for each employee is set forth in Appendix A of this Agreement which is attached hereto and incorporated herein by reference
- B. Shift Differential - All work performed between six (6) p.m. of one day through six (6) am of the next day shall be paid at one hundred and five percent (105%) of the employee's regular hourly rate.
- C. Pension - A payment toward pension is paid for each hour worked. This amount, described in Appendix A hereto, may be paid into the MVM 401K plan or paid to the employee in his/her check, at the selection of the employee.

ARTICLE #12

HOLIDAYS

- A. Whenever the term "holiday" is used it shall mean:

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

- B. The twelve (12) holidays shall be paid for regardless of the day of week on which they fall. All Holidays will be observed on the day that the Federal Government recognizes the Holiday.
- C. The employee's Birthday is a floating day which is to be used within two (2) weeks either before or after the employee's Birthday. The employee must request, in writing, holiday off or pay for same. The approval of the Site Supervisor must be obtained prior to taking the day off. If the holiday cannot be enjoyed within the permitted time frame because of operational need, the Employee will be permitted to take the holiday or receive pay at a later date, but never later than September 30th of the current year.
- D. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. The employee will be paid holiday pay only if:
1. The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed (provided he/she worked at least one (1) day during the week of the holiday; and
 2. The employee is not laid off or on a leave of absence.
- E. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of paragraph B, above.
- F. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay. In order to receive pay for holiday, the employee must be in a pay status.
- G. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior two week's hours of work.
- H. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in paragraph B, above, shall be paid only a prorating of the full-time benefit based on their prior week's hours of work divided by forty (40).

ARTICLE #13

SICK/PERSONAL LEAVE

- A. Each employee with one (1) year of continuous service shall be eligible for paid sick/personal leave days of nine (9) days for each twelve (12) months of employment, accrued on a pro-rata basis for each full month employed (full-time employees will receive six (6) hours per month).

- B. Subject to the provisions herein and the policies and practices of the Employer, the administration of the sick/personal leave benefits, including accruals and payouts (including liquidation), shall be in accordance with applicable Virgin Islands law.
- C. Except in circumstances beyond the control of the employee, the employee shall notify his/her supervisor of the employee's illness as soon as the employee believes that he/she will be unable to report to work, and not later than the five (5) hours before that start of the applicable shift. It is understood that the use of sick leave shall not excuse the failure to comply with the Employer's normal reporting requirements, attendance requirements, and medical certifications (for absences exceeding two (2) working days).

ARTICLE #14

VACATIONS

- A. Full-time employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

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

- B. Each employee who qualifies for vacation leave in accordance with the provisions of this Article shall notify his/her District Supervisor in writing prior to April 1st of each year of his or her first and second choice for desired vacation periods, if any. The District Supervisor will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of the employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations.
- C. Subject to the provisions herein and the policies and practices of the Employer, the administration of the vacation benefits, including vacation day accruals and payouts (including liquidation) shall be in accordance with applicable Virgin Islands law.
- D. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on an unpaid leave of absence or laid-off.
- E. Employees may use their vacation leave once they have accrued it for one (1) year. In case of urgent need and through written agreement with the Employer, the employee may use in advance, what they have accrued up to the time the request of leave is submitted to the Site Supervisor.

ARTICLE #15

LEAVES OF ABSENCE

- A. Unpaid personal leaves of absences for emergency or extenuating circumstances not to exceed thirty (30) calendar days per contract year may be granted at the discretion of the Employer without loss of seniority.
- B. A seniority employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the employee's disability is made known to the Employer and, is supported by a doctor's certificate denoting the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work. This leave will be concurrent with leave granted by the Family Medical Leave Act (FMLA).
- C. An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.
- D. A leave of absence shall be processed in the following manner:
 - 1. Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - a) The reasons for such leave;
 - b) The effective date of such leave; and
 - c) The estimated date of return to work.
 - d) The written request for a leave of absence shall be submitted to the employee's Site Supervisor for final disposition.
 - e) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.
 - f) Extensions of a leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the

expiration of the leave. Extensions so granted require the prior approval of a Director level or higher and shall not exceed more than thirty (30) calendar days.

E. All leaves of absences shall be subject to the following general provisions:

1. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article #3 of this Agreement.
2. Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
3. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid sick leave days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
4. Leaves covered by the Family and Medical Leave Act ("FMLA"), for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued vacation and sick days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Employees shall be entitled to three (3) days on-island and five (5) days off-island of paid bereavement leave per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

ARTICLE #17

HEALTH AND WELFARE

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

Oct. 1, 2005	\$2.87
Oct. 1, 2006	\$2.97
Oct. 1, 2007	\$3.07

- B. In lieu of paying the above amounts, the Employer may, in its discretion, offer employees the opportunity to participate in an Employer sponsored health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by health plan. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered and terminated to the extent allowed by federal law.
- C. The Employer may offer employees the opportunity to participate in other non-retirement related fringe benefit programs generally made available to other court security officers employed by the Company as said programs may be in effect from time to time at the Employer's discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc. Therefore, it is specifically understood that employees shall continue to be eligible to participate in the Employer's current 401(k) plan made generally available to its non-unit employees, subject to the terms of that plan and the Employer's continued sponsorship of that plan.

ARTICLE #18

UNION MEMBERSHIP, DUES, FEES

- A. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.
- B. Each employee shall either:
 - 1. Remain a member of the Union for the remaining term of this Agreement; or
 - 2. Pay the agency fee, as set forth below, for that term.
- C. Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later, either:
 - 1. Become a member of the Union;
 - 2. Pay the Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues to Union members in the unit).
- D. Any employee hired after the effective date, of this Agreement, shall, within 30 days after the satisfactory completion of his or her probationary period, either become a member of the Union or pay the Union an agency fee as described in paragraph C.2, above.

- E. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Union from the employee's pay check. These deductions will be made per pay period for full-time employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.
- F. The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.
- G. Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, initiation fees and service fees are. The Employer will remit all such deductions to the Union by mail. The money will be forwarded within ten (10) business days after the last pay period of the month. The Union will provide the Employer an address where to remit the money deducted.
- H. 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.
- I. Moreover, this Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation.
- J. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.
- K. The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deduction from the employees.

ARTICLE #19

UNION REPRESENTATION

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

- B. There shall be no Union business conducted during an employee's work time.
- C. The Union is responsible for providing written notification to the Employer's Site Management, and the Director of Human Resources or his or her designee as to the individuals officially designated to act as representative of the Union within ten calendar days of their appointment. An employee shall not be permitted to engage in Union duties until notification is received by the Employer.
- D. A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the expressed written approval of Site Management.

ARTICLE #20

GENERAL PROVISIONS

- A. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, sexual orientation, disability or other legally protected classification, as prohibited by controlling law, but no claim under this section shall be grievable.
- B. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.
- C. The Union may request the release of employees for the purpose of attending to Union business. Such requests shall be made at least two (2) weeks in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a District under this provision on any one occasion. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its contract with the Government and the interests of the Marshals Service. Leaves granted under this provision shall be without compensation by the Employer.
- D. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.
- E. The Employer shall pay only for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty-five

(\$55.00) dollars per examination. Physical/medical exams may be required by the operation of the Government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The employee shall provide the Employer proof of the medical examination via written examination results which includes a statement concerning continued fitness for armed duty as a prerequisite for continued employment. The Employer shall retain the original or a copy of the results, annotate records and provide same to the Government as required by the contract. The employee shall be paid for up to two (2) hours (or actual time spent less than two (2) hours) for time used for taking a physical examination. In addition the employer will reimburse the employee up to a maximum of thirty five (\$35.00) dollars if employee is required to pay the individual insurance co-pay or deductible.

If the Employee fails the physical examination, the Employer shall not be liable to pay for any follow-up tests or additional examinations required as a result of information obtained during any physical examination. Payment for such follow-up tests or additional examinations shall be the responsibility of the employee and/or his or her medical insurance plan. Notwithstanding the foregoing provisions of paragraph E, the Employer shall pay the cost of follow-up tests or additional examinations if they are required because the initial test or examination was performed incorrectly, as determined by Employer or the US Marshals Service or its representatives or agent. Consideration will be given to any input provided by the Employee's physician if presented in a timely manner.

- F. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's contract with the Government and the Employer's policies as in effect from time to time.
- G. A uniform allowance of nineteen (\$0.19) cents per hour shall be paid for each hour of work up to 40 hours per week.
- H. Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.
- I. There shall be two (2) fifteen (15) minute paid rest periods when properly relieved and one (1) unpaid lunch period of at least thirty (30) minutes to a maximum of one (1) hour for each eight (8) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exception work requirements, employees may have to work through their unpaid lunch breaks and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It shall not be the intent of the Company to deny, avoid, or abuse this requirement.

- J. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner consistent with HHS Standards. The Company shall bear the cost of any such screening.

ARTICLE #21

STRIKES AND LOCKOUTS

- A. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.
- B. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.
- C. During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

ARTICLE #22

GOVERNMENT SUPREMACY: SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

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

- B. A copy of any notice of removal resulting at the request of the Government shall also be provided to the UGSOA's International President. In the event the Government makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal to the Employer, in accordance with the Marshals Service's procedures. The Employer shall provide the UGSOA International with a copy of the removal procedures given to it by the Marshals Service, including any modification thereto, which it receives from the Marshals Service.
- C. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by the Union of any employees against the Employer.
- D. Any compensation or expenses required by the Government to be borne by the Employer shall borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.
- E. Should the Union and/or the Employer desire that the Government review and/or reconsider a directive covered by paragraph A, above, or by a removal order covered by paragraph B, above, then the Union and/or Employer may do so. The outcome of said administrative review(s) shall be final.

ARTICLE #23

PARTIAL INVALIDITY

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

ARTICLE #24

WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the

right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. In addition, the Union acknowledges and agrees that any prior understandings or agreements reached with the predecessor Employer are void and in no way binding on MVM, Inc.
- C. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE #25

DURATION OF AGREEMENT

- A. This Agreement (other than the provisions relating directly to wages) shall remain in full force and effect until 11:59 p.m. on August 31, 2008, (or any extension periods granted to Employer by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one hundred and eighty (180) days before the Agreement's stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.
- B. This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party on the other if said service is within thirty (30) days of the terminating parties' receipt of notification by the Government that the Employer's current contract shall be reproposed by formal bidding (instead of renewed). Should either party receive such a notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.
- C. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to its President. Subject to paragraph D, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth above, the parties shall commence the process for negotiation a successor to this Agreement.
- D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide court security services for the federal courts within the jurisdictional boundaries of the United States District Court for the Virgin Islands. In such relationship shall also terminate, as shall any further duty to bargain.

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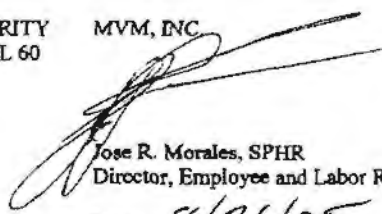
E. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

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

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA - LOCAL 60

MVM, INC


George A. Frances
President


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

Date 08-26-05

Date: 8/26/05

Appendix A

Economic Provisions for UGSOA LOCAL 60

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

Effective Fiscal Year Beginning Oct. 1:	2005	2006	2007	
	Current	Year 1	Year 2	Year 3
Base Wages				
CSO	\$19.16	\$19.50	\$20.00	\$20.60
Uniform Allowance	\$0.19	\$0.19	\$0.19	\$0.19
H&W	\$2.65	\$2.87	\$2.97	\$3.07
Holiday (hours)	96	96	96	96
Sick Personal (hours)	72	72	72	72
Bereavement In State (hours)	24	24	24	24
Bereavement Out of State (hours)	40	40	40	40
Pension	\$0.46	\$0.48	\$0.48	\$0.48

1. Shift Differential

In addition to the base wage. Employees shall be paid a shift differential as follows:
1800 to 0600 105% of base wage per hour

2. Uniform Allowance

- a) Uniform Allowance is the amount shown above per hour for each regular hour worked. Uniform Allowance will not be paid on any other benefits.
- b) Each employee is responsible to utilize the Uniform Allowance for laundering, dry cleaning, and maintaining in good repair (up to replacement) all uniforms and equipment issued by the Employer to the Employee. Any liability for failing to do so rests solely with the Employee.

3. Health and Welfare Allowance

- a) Health and Welfare Allowance is the amount shown above per hour for each regular hour worked. Health and Welfare will not be paid on any other benefits.
- b) The Employer will forward the Health and Welfare funds for the members of the Bargaining Unit to the Union for the application of the Union's health plan.
- c) Health and Welfare Allowance is the amount shown above per hour, to include hours paid for, vacation, sick leave, and holiday hours, up to a maximum of forty hours per week and 2080 hours per year on each contract.

4. Pension

Pension is paid for each hour worked; it can be paid into the MVM, Inc. 401K Plan or paid to the employee in his/her check, at the option of the employee.

5. Jury Duty

Employer shall reimburse employee up to five (5) days for each year of Jury Duty, less all fees collected for serving. This will be prorated for part-time employees. Transportation fees are not counted as jury duty pay. Employer reserves the right to request an exempt

DJMS-08-D-0011

Attachment 2

CSO Staffing Forms

CONTRACTOR'S COURT SECURITY OFFICER STAFFING NOTIFICATION

DATE SUBMITTED:	MONTH	DATE	YEAR
EFFECTIVE DATE OF THIS ACTION:	MONTH	DATE	YEAR
CONTRACTOR'S NAME	STREET ADDRESS		
CONTRACTOR'S ADDRESS	CITY	STATE	ZIP CODE
INDIVIDUAL'S NAME: <small>[When applicable, start with information on the individual who will no longer be performing for your company.]</small>	LAST	FIRST	MIDDLE
SOCIAL SECURITY NUMBER			
BACKGROUND	<input type="checkbox"/> Incumbent <small>Official Performance Date MM DD YY</small>		<input type="checkbox"/> New Applicant
CURRENT/TARGET POSITION	<input type="checkbox"/> COURT SECURITY OFFICER (CSO)		<input type="checkbox"/> LEAD COURT SECURITY OFFICER (LCSO)
CURRENT OR PROPOSED STATUS	<div style="display: flex; justify-content: space-between;"> <div> PERMANENT STATUS <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED </div> <div> TEMPORARY STATUS <small>[Relative to Military Reasons Only]</small> <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED </div> </div>		
CURRENT OR PROPOSED DISTRICT ASSIGNMENT	DISTRICT'S NAME		DISTRICT NUMBER
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
TYPE OF NOTIFICATION	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Notification of Status Change <input type="checkbox"/> From permanent part-time to full-time <input type="checkbox"/> From permanent full-time to part-time <input type="checkbox"/> From temporary to permanent status <input type="checkbox"/> From CSO to Site Supervisor </div> <div> <input type="checkbox"/> Name Change <small>(Legal supporting document is required.)</small> </div> </div>		
NOTE TO THE CONTRACTOR: If the individual stated above is a new applicant, you may only check the "Response to a new contract position" box because the remaining actions apply to incumbent CSOs only.	<input type="checkbox"/> Transfer Notification <small>[Provide the address of each facility location below]</small> From: _____ To: _____ _____		
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Notification of Resignation <small>[Insert Date Individual resigned.]</small> </div> <div> <input type="checkbox"/> Notification of Termination <small>[Date the individual was terminated by the company]</small> </div> </div>		
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Government Performance Restriction <small>[Insert Date of Notice]</small> </div> <div> <input type="checkbox"/> Notification of Absence due to: <input type="checkbox"/> Medical Situation <input type="checkbox"/> Family Emergency Medical Leave Act (FEMILA) <input type="checkbox"/> Other <input type="checkbox"/> Military Duty <small>[Attach copy of orders.]</small> Absent From: _____ To: _____ </div> </div>		
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Response to a new contract position. <input type="checkbox"/> Notification of Death <small>[Insert date below.]</small> _____ </div> <div> <input type="checkbox"/> Incumbent disqualified due to: <input type="checkbox"/> Failure of Medical Standards <input type="checkbox"/> Background Findings <input type="checkbox"/> Failure of Weapon Test <input type="checkbox"/> Failure to Provide Medical or Other Required Information </div> </div>		
	<input type="checkbox"/> Other Information (Please explain.) _____ _____		

IF THIS ACTION IS NOT A NEW CONTRACT POSITION, WILL THE ACTION RESULT IN A VACANCY OF AN EXISTING POSITION? <input type="checkbox"/> Yes <input type="checkbox"/> No			
IF YES, WHAT TYPE OF VACANT POSITION WILL RESULT FROM THIS ACTION?			
<input type="checkbox"/> PERMANENT FULL-TIME <input type="checkbox"/> PERMANENT SHARED <input type="checkbox"/> TEMPORARY FULL-TIME <input type="checkbox"/> TEMPORARY SHARED			
WILL AN INCUMBENT FILL THE VACANT POSITION? <input type="checkbox"/> Yes * <input type="checkbox"/> No (SEE NOTE) ▶		INCUMBENTS MUST TRANSFER TO AN INCUMBENT'S VACANT POSITION WITHIN 72 HOURS AFTER THE VACANCY OCCURRED AND THE NOTIFICATION OF THE TRANSFER MUST BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.	
(If yes, provide the incumbent's information in Section A below and indicate the date the new CSO Package is due to OCS/PSB as a result of the vacant incumbent's position.)		MM DD YY	
WILL A NEW APPLICANT FILL THE VACANT POSITION? <input type="checkbox"/> Yes <input type="checkbox"/> No (SEE NOTE) ▶		THE NEW CSO PACKAGE TO REPLACE THE VACANT POSITION IS DUE 21 DAYS AFTER THE VACANCY OCCURRED AND WILL BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.	
(If yes, indicate the date the new CSO package is due to OCS/PSB. Complete Section B and submit this form in its entirety with the new CSO package.)		MM DD YY	
* ALL TRANSFERS MUST BE MADE WITHIN THE FIRST 72 HOURS AFTER THE VACANCY OCCURS. THEREAFTER, A NEW CSO PACKAGE IS REQUIRED.			
SECTION A. THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING INCUMBENT:			
INCUMBENT'S NAME:	LAST	FIRST	MIDDLE
INCUMBENT'S SOCIAL SECURITY NUMBER			
CURRENT DISTRICT ASSIGNMENT	DISTRICT'S NAME	DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
FORMER STATUS	PERMANENT STATUS TEMPORARY STATUS (Relative to Military Reasons Only)		
	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED		
NEW STATUS	PERMANENT STATUS TEMPORARY STATUS (Relative to Military Reasons Only)		
	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED <input type="checkbox"/> NO CHANGE		
POSITION CHANGE	FORMER POSITION NEW POSITION		
	<input type="checkbox"/> CSO <input type="checkbox"/> LCSO <input type="checkbox"/> CSO <input type="checkbox"/> LCSO		
SECTION B. THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING NEW APPLICANT:			
APPLICANT'S NAME:	LAST	FIRST	MIDDLE
APPLICANT'S SOCIAL SECURITY NUMBER			
LOCATION OF POSITION	DISTRICT'S NAME	DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
THIS FORM WAS PREPARED BY:	PRINT NAME AND TITLE	SIGNATURE	MM DD YY
THIS SECTION IS TO BE COMPLETED BY THE UNITED STATES MARSHAL'S SERVICE ONLY.			
<input type="checkbox"/> REPLACEMENT / START-UP COST IS THE CONTRACTOR'S RESPONSIBILITY.			
<input type="checkbox"/> REPLACEMENT / START-UP COST IS THE GOVERNMENT'S RESPONSIBILITY. THE FORMER CSO:			
<input type="checkbox"/> HAD BEEN EMPLOYED BY THE CURRENT CONTRACTOR AS A CSO CONTINUOUSLY FOR A MINIMUM OF 18-MONTHS UNDER THE CONTRACT.			
<input type="checkbox"/> WAS DISQUALIFIED AS A RESULT OF FINDINGS THAT ONLY COULD HAVE BEEN DISCOVERED DURING THE GOVERNMENT'S BACKGROUND INVESTIGATION			
<input type="checkbox"/> DIED			
THIS NOTIFICATION WAS REVIEWED AND FINALIZED BY:			
		NAME AND TITLE	DATE

ACKNOWLEDGEMENT OF CONDITIONS OF COURT SECURITY OFFICER ELIGIBILITY

I, _____, understand that my (potential) employer _____ (Insert the name of the company.), is under contract with the United States Marshals Service (USMS) to provide security services. I also understand _____ (Insert the name of the company.) has, or will hire me to work on their behalf, as a Court Security Officer (CSO), for the purposes of fulfilling its contract responsibilities with the USMS. I understand that I must not at any time, represent myself as an employee of the USMS.

I acknowledge and understand that my eligibility to perform services under the contract will be determined by the USMS based upon meeting all CSO contract qualifications standards. These qualifications include successful completion of an initial and yearly medical examination; weapon qualification test; a background investigation; and, other CSO qualification standards noted in the contract.

I acknowledge and understand my suitability and eligibility to perform as a CSO under the contract will be an annual requirement, or as deemed necessary by the Government. I acknowledge and agree that if I fail, at anytime, to meet any of the CSO qualification standards, I will be prohibited from performing services under the USMS contract.

I fully understand and accept that if I am granted an "interim approval" to begin performing CSO services under the contract and subsequently fail to pass the medical standards, the weapons qualification standards or the background investigation, this approval will be revoked.

Name: _____
(Please Print)

Signature: _____

Date: _____

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER CONTRACTOR'S PRELIMINARY BACKGROUND CHECK FORM

ATTENTION CONTRACTOR: This form must be used to conduct preliminary background checks on those individuals proposed to perform on your company's behalf under the United States Marshals Service's contract for court security services. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United State Marshals Service's contract.

CONTRACTOR COMPANY'S NAME _____

TELEPHONE NO. _____

() -

CONTRACTOR COMPANY'S ADDRESS _____

Street Address _____

City _____

State _____

Zip Code _____

NAME OF THE PERSON CONDUCTING
THE PRELIMINARY BACKGROUND CHECK _____

STATE THE DISTRICT, BUILDING,
AND FACILITY WHERE THE
APPLICANT WILL WORK. _____

Title _____

1. APPLICANT'S NAME _____
Last First Middle

2. PREFERRED TITLE ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.

3. OTHER NAMES USED (Include nicknames, aliases, maiden name, etc.) _____

4. SOCIAL SECURITY NUMBER _____ - _____ - _____

5. DATE OF BIRTH (MM/DD/YYYY) _____ - _____ - _____

6. PLACE OF BIRTH (City/State/County or Foreign Country) _____

7. ARE YOU A CITIZEN OF THE UNITED STATES? (If no, provide the following information) ☐ YES ☐ NO

Country(ies) of citizenship _____

Alien Registration Number _____

Date and Place Issued _____

If a Naturalization Citizen, provide the following information

Naturalization Number _____

Date and Place Issued _____

8. DID YOU GRADUATE FROM HIGH SCHOOL? *If you have a GED high school equivalency, answer yes.*

- ☐ YES (If "YES," give month and year graduated.) _____
(MM/DD/YY)
- ☐ NO

WRITE THE NAME AND LOCATION (*City and State*) OF THE LAST HIGH SCHOOL YOU ATTENDED OR WHERE YOU OBTAINED YOUR GED HIGH SCHOOL EQUIVALENCY.

9. CAN YOU READ, WRITE, AND SPEAK THE ENGLISH LANGUAGE? ☐ YES ☐ NO

10. DO YOU HAVE A CURRENT DRIVER'S LICENSE? IF YES, FROM WHAT STATE?

☐ YES ☐ NO STATE _____

IF "YES," HAVE YOU MAINTAINED A SAFE DRIVING RECORD FOR THE PAST 5 YEARS? (IF "NO," PLEASE PROVIDE AN EXPLANATION BELOW.)

IF NO, CAN YOU OBTAIN A VALID STATE DRIVER'S LICENSE? (IF NO, EXPLAIN WHY.) ☐ YES ☐ NO

11. HAVE YOU AT LEAST 3 CALENDAR YEARS OF VERIFIABLE EXPERIENCE AS A CERTIFIED LAW ENFORCEMENT OFFICER OR ITS MILITARY EQUIVALENCY AND YOUR APPOINTMENT AS A LAW ENFORCEMENT OFFICER INCLUDED GENERAL ARREST AUTHORITY? (*Note: Experience does not have to be consecutive.*) ☐ YES ☐ NO

12. DID YOU COMPLETE OR GRADUATE FROM A CERTIFIED FEDERAL, STATE, COUNTY, LOCAL OR MILITARY LAW ENFORCEMENT TRAINING ACADEMY OR PROGRAM THAT PROVIDED INSTRUCTION ON THE USE OF POLICE POWERS IN AN ARMED CAPACITY WHILE DEALING WITH THE PUBLIC? ☐ YES ☐ NO

ATTENTION CONTRACTOR: You must verify the applicant's arrest authority and obtain a copy of the applicant's training certificate or diploma prior to submitting the applicant's package to the United States Marshals Service. If the applicant did not receive a training certificate or diploma, a letter from the training department or agency may suffice. This letter must indicate that the applicant was employed as a law enforcement officer and that the department or agency did not or does not issue certificates or diplomas upon completion of such training.

TO BE COMPLETED BY THE CONTRACTOR ONLY

1. Was the applicant's employment history verified? ☐ YES ☐ NO
2. The applicant's employment history was verified through which agency or department representative?
- ☐ Immediate Supervisor ☐ Personnel Office ☐ Other (Provide the person's name and title below.)
- _____
3. Did you discuss the applicant's character, qualifications, and work record? ☐ YES ☐ NO
4. If possible, would the agency (ies) rehire the applicant? ☐ YES ☐ NO

ADDITIONAL COMMENTS: _____

13. APPLICANT'S SIGNATURE, CERTIFICATION, AND RELEASE OF INFORMATION

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, and other authorized employees of my potential employer, who is under contract with the Federal Government (United States Marshals Services) for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

APPLICANT'S SIGNATURE

DATE (MM/DD/YY)

14. CONTRACTOR'S SIGNATURE AND CERTIFICATION STATEMENT

I hereby certify that I have been authorized by my employer, _____
to conduct a complete and thorough preliminary background check on the subject applicant, whom my employer is seeking to hire, and/or provide as a qualified candidate for a CSO position. I also certify that the findings resulting from the preliminary background check have been stated in a true, complete, and accurate manner.

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

DATE (MM/DD/YY)

**CERTIFICATION OF COURT SECURITY OFFICER
PERFORMANCE STANDARDS**

I, _____ (*Name of Certifier*), hereby certify that I have read, understand, and received a copy of the Court Security Officer Performance Standards outlined in the current contract between the United States Marshals Service and my employer, _____ (*Contractor's Name*). I also understand that any violations of the performance standards could result in temporary or permanent removal from performing under any United States Marshals Service's court security contract.

CSO's Name (Print)

Social Security Number

CSO's Signature

Date

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

District Assignment:

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.

CERTIFICATE OF COMPLIANCE

**THE LAUTENBURG AMENDMENT, TITLE 18, SECTION 922(G)(9)
OF THE UNITED STATES CODE**

I, _____ (*Name of Certifier*),

hereby certify that I have been informed and understand that my position as a Court Security Officer is subject to the Lautenburg Amendment, Title 18, Section 922(g)(9) of the United States Code.

I certify that I have not been convicted in any court of a misdemeanor crime relative to domestic violence.

I also understand and accept that if I violate the Lautenburg Amendment, Title 18, Section 922(g)(9) of the United States Code, my eligibility to perform as a Court Security Officer under any United States Marshals Service's court security contract will be revoked.

CSO's Signature

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

Date

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.

IN-DISTRICT (PHASE I) ORIENTATION CERTIFICATION

I, _____ (*Insert the name of the Court Security Officer.*) hereby certify that I have completed the In-District Orientation (Phase I) at the United States Marshals Service's District of _____ office, on _____ (*Insert applicable orientation date.*)

CSO's Signature

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

Date

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward a copy of the form to the COTR. Mail the original form to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-10000.

**NOTIFICATION OF A COURT SECURITY OFFICERS
OFFICIAL PERFORMANCE DATE**

DATE	MONTH	DATE	YEAR
CONTRACTOR'S INFORMATION	NAME		
	STREET ADDRESS		
	CITY	STATE	ZIP CODE
	TELEPHONE NO. () -		
CSO'S NAME	LAST NAME	FIRST NAME	MIDDLE NAME
SOCIAL SECURITY NO.		-	-
DISTRICT ASSIGNMENT		DISTRICT NO.	
FACILITY LOCATION	STREET ADDRESS		
	CITY	STATE	ZIP CODE
CSO'S STATUS (Check the applicable box.)	PERMANENT STATUS		TEMPORARY STATUS (MILITARY)
	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED	<input type="checkbox"/> SHARED	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED
SUITABILITY DETERMINATION DATE	MONTH	DATE	YEAR
INITIAL WEAPON QUALIFICATION DATE	MONTH	DATE	YEAR
IN-DISTRICT ORIENTATION DATE	MONTH	DATE	YEAR
OFFICIAL PERFORMANCE DATE	MONTH	DATE	YEAR
I hereby certify that the above information is true and accurate.		I hereby certify that the individual stated above has fulfilled the In-District Orientation and the weapons proficiency test requirements.	
Court Security Officer's Name (Print)		Contractor's Supervisory Representative Name (Print)	
Court Security Officer's Signature		Contractor's Supervisory Representative Signature	
Date		Date	

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000, within 5 business days after the individual's official performance date.

Certificate of Medical Examination for Court Security Officers

Date of Examination: _____

Purpose of Examination:

- ☐ New Applicant Exam
☐ Annual Medical Exam

Name: _____

District: _____

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)

Date

CSO-229 INSTRUCTIONS

CSO (INCUMBENTS/APPLICANTS):

- Nothing to eat or drink (except water) for 12 hours prior to examination appointment time. Regularly scheduled medications may be taken, as directed, unless you are a diabetic. Diabetics must contact their treating physician regarding the procedure they should follow for fasting before having laboratory tests performed.
- ALL SHADED AREAS are to be completed in ink by contractor's employee/applicant and reviewed by Examining Physician. Use the Supplemental Information page (p. 8) if additional space is needed.
- Provide details where necessary. **Do not leave any question blank. Do not use "white out" or correction tape. Additional information must be documented on the attached "Supplemental Information" sheet.**
- Eyeglass (including "over the counter" reading glasses) and contact lens wearers: you must wear or bring your glasses/contacts with you to the examination.
- Hearing aid wearers: The hearing test must be performed without hearing aids.
- All certification statements must be signed and dated.

EXAMINING CLINIC STAFF:

- Corrections/alterations to documentation must be legible and signed or initialed by staff member.
- "White out"/correction tape must not be used.
- All test results and report forms must be legible and clearly identified with the CSO's name and the date the test was performed.
- The designated physician must co-sign all examinations performed by Physician Assistant or Nurse Practitioners.

CHECKLIST FOR CLINIC STAFF:

- ___ Fasting Chemistry panel to include fasting glucose, electrolytes, liver & renal function tests *
* If specimen is hemolyzed, lab test must be repeated.
- ___ Fasting Lipid Panel
- ___ CBC with WBC differential & Platelet Count*
* If specimen is hemolyzed, lab test must be repeated.
- ___ Urinalysis (Test results for Specific Gravity, Glucose, Protein, & Blood in the urine must be documented)
- ___ 12 lead resting EKG (Lead placement must be verified by physician)
- ___ Hearing test - pure tone air conduction audiogram results (Attach printout or record results on page 10.)
CSO must be positioned in such a way that he is unable to visually detect the administration of tones during testing.
- ___ Vision test results

PART I. COURT SECURITY OFFICER IDENTIFICATION

NAME (Last, First, Middle-*Type or print*) _____ Soc. Sec. No. _____ Sex ☐ M ☐ F Date of Birth _____

Circuit _____ District _____ Applicant ☐ Incumbent ☐ Date of Hire _____ Date of Exam _____

PART II. COURT SECURITY OFFICER MEDICAL RELEASE FORM

I, _____, authorize my employer and an examining physician, _____, to release my medical examination records to the United States Marshals Service (USMS) for employment consideration as a Court Security Officer, with the stipulation that the released information be kept confidential and used solely for the purposes of determining my medical qualification. In addition, I hereby grant the USMS permission to release my medical records to the reviewing medical officials designated by the USMS.

SIGNATURE DATE

WITNESS DATE

PART III. REPORT OF MEDICAL HISTORY**STATEMENT OF MEDICATIONS CURRENTLY USED:**

NOTE: CHECK HERE IF MEDICATIONS ARE NOT CURRENTLY USED ☐
(Use the supplemental information page located at the end of the exam form if additional space is needed)

Name of Medication	Diagnosis	Dosage	Taken Since

STATEMENT OF HOSPITALIZATION HISTORY:

NOTE: CHECK HERE IF NEVER HOSPITALIZED ☐

Admission Date	Reason for Admission	Type of Treatment	Outcome

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

STATEMENT OF SURGICAL HISTORY INCLUDING OUTPATIENT PROCEDURES:

NOTE: CHECK HERE IF NO PRIOR HISTORY OF SURGERY ☐

Date of Surgery	Diagnosis	Type of Procedure	Outcome

Check each of the following items YES or NO. Every item checked YES MUST be carefully explained in the blank space on the right. (Use the supplemental information page located at the end of the exam if additional space is needed)

	YES	NO	EXPLANATION
I. Have you been refused employment or been unable to hold a job or stay in school because of:			
A. Sensitivity to chemicals, dust, sunlight, etc.	<input type="checkbox"/>	<input type="checkbox"/>	_____
B. Inability to perform certain motions	<input type="checkbox"/>	<input type="checkbox"/>	_____
C. Inability to assume certain positions	<input type="checkbox"/>	<input type="checkbox"/>	_____
D. Other medical reasons (If yes, give reason)	<input type="checkbox"/>	<input type="checkbox"/>	_____
II. Have you ever been denied life insurance? (Give reason for denial and details.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
III. Have you been advised to have any operations not listed under "Surgical History" above? (Give type of procedure and when recommended.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
IV. Have you ever been rejected for, or discharged from, military service because of physical, mental, or other reasons? (Give date, reason, type of discharge, if any.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
V. Have you ever received or applied for disability compensation or disability pension? (If yes, specify what kind, granted by whom, amount, when and why.)	<input type="checkbox"/>	<input type="checkbox"/>	_____

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Contractor's employee/applicant **MUST PROVIDE** an explanation in the **Comments** section below for each YES (current or past) item checked below.

All shaded areas **MUST** be completed by the Contractor's employee/applicant.

GENERAL CONDITION

Have you now or have you ever had (check one box for each item in the shaded area)

	YES NOW	YES PAST	NO
1. Recent gain/loss of weight			
2. Chronic or frequent colds			
3. Skin diseases			
4. Anemia			
5. Leg Cramps			
6. Adverse reaction to serum drug, or medicine			
7. Tumor (Specify type/location in the Comments section below)			
8. Growth (Specify type/location in the Comments section below)			
9. Cyst (Specify type/location in the Comments section below)			
10. Cancer (Specify type/location in the Comments section below)			
11. Diabetes or sugar in urine			
12. Stutter or stammer habitually			
13. Excessive bleeding after injury or surgery			
14. Do you wear glasses or contact lenses?			
15. Blindness in one eye			
16. Sleep apnea			

____ No positive or pertinent negative finding were noted upon exam.

____ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

PART IV. PHYSICAL EXAM

YES
NOW
YES
PAST
NO

HEAD, EYES, EARS, NOSE, THROAT (INCLUDING THYROID)

		17. Eye trouble or surgery (RK, PR, Lasik, or other)	___ No positive or pertinent negative finding were noted upon exam.
		18. Ear, nose, throat, sinus trouble	
		19. Hearing loss	___ The following positive and/or negative findings were noted:
		20. Severe tooth/gum trouble	
		21. Hay Fever/Allergies	
		22. Thyroid Trouble	
		23. Wear a hearing aid <input type="checkbox"/> right ear <input type="checkbox"/> left ear	

CARDIORESPIRATORY

		24. Scarlet or Rheumatic fever	___ No positive or pertinent negative finding were noted upon exam.
		25. Tuberculosis	
		26. Exposed to someone with Tuberculosis	___ The following positive and/or negative findings were noted:
		27. Coughed up blood	
		28. Asthma/emphysema/shortness of breath	
		29. Chest pain or pressure	
		30. Chronic Cough/Bronchitis	
		31. Palpitation/Pounding Heart	
		32. Heart disease or trouble	
		33. High or low blood pressure	
		34. Disease of the arteries	
		35. Abnormal chest X-ray	
		36. Increased Cholesterol level	
		37. Abnormal ECG or Stress test	

GASTROINTESTINAL

		38. Frequent Indigestion/Reflux	___ No positive or pertinent negative finding were noted upon exam.
		39. Gallbladder trouble/Stones	
		40. Jaundice or hepatitis	___ The following positive and/or negative findings were noted:
		41. Hemorrhoids	
		42. Stomach, Liver, intestinal trouble	

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant MUST provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

PART IV. PHYSICAL EXAM

YES
NO
YES
YES
PAST
NO

GENITOURINARY/HERNIAS

	43. Rupture/hernias	___ No positive or pertinent negative finding were noted upon exam
	44. Frequent or painful urination	
	45. Kidney Stone or blood in urine	___ The following positive and/or negative findings were noted:
	46. Protein in urine	
	47. Prostate trouble / surgery	

NERVOUS SYSTEM

	48. Frequent or severe headache	___ No positive or pertinent negative finding were noted upon exam
	49. Dizziness/vertigo	
	50. Fainting Spells/Syncope	___ The following positive and/or negative findings were noted:
	51. Head injury	
	52. Stroke	
	53. Neuritis	
	54. Paralysis	
	55. Epilepsy or seizures	
	56. Frequent trouble sleeping	
	57. Depression, anxiety, excessive worry	
	58. Loss of memory or amnesia	
	59. Periods of unconsciousness	
	60. Psychiatric counseling	
	61. Learning disability	
	62. Treatment for mental condition	
	63. Attempted suicide	

MUSCULOSKELETAL

	64. Wear a brace or back support	**Exam must include range of motion/spasm of lumbar spine, stability of both knees.**
	65. Swollen or painful joints	
	66. Broken bones	___ No positive or pertinent negative finding were noted upon exam
	67. Arthritis, bursitis, tendonitis	___ The following positive and/or negative findings were noted:
	68. Bone/joint or other deformity	
	69. Back pain / trouble	
	70. Painful or "trick" shoulder/elbow	
	71. "Trick" or locked Knee	
	72. Gout	
	73. Loss of finger or toe	
	74. Foot pain or trouble	

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

SUPPLEMENTAL INFORMATION PAGE

[illegible]

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Is there any other medical disorder or physical impairment that has not been documented above which could interfere with the full performance of the duties listed on page 11?

☐ YES (Explain below) ☐ NO

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

PRINT (INCUMBENT) APPLICANT NAME

SIGNATURE

DATE

PART V. PHYSICAL MEASUREMENTS

All unshaded areas are to be completed by the Examining Physician or clinic staff.

Vital signs

Weight _____ Height ____ Ft. ____ In. Blood Pressure ____/____ Pulse _____

Vision-Acuity: Both Right Left
Uncorrected Near 20/____ 20/____ 20/____ Uncorrected Far 20/____ 20/____ 20/____

Corrected Near 20/____ 20/____ 20/____ Corrected Far 20/____ 20/____ 20/____

Vision-Color:

Testing **MUST** be done with Ishihara (or comparable) Pseudo-Isochromatic Plates. **A MINIMUM OF FOURTEEN PLATES** must be reported.

Type of test: ☐ Ishihara ☐ Other _____ # of plates correct: _____ # of plates tested _____

Vision-Peripheral:

Is the peripheral vision normal? (Check one) ☐ YES ☐ NO

Vision-Depth Perception:

Results must be recorded in seconds of arc.

Type of test: _____ Score: _____ Seconds of arc: _____

Hearing Testing must be done with an AUDIOMETER IN A SOUND CONTROLLED ROOM OR BOOTH. Each ear must be tested separately at 500, 1000, 2000, 3000, and 4000 Hz. **HEARING AIDS MAY NOT BE USED DURING TESTING.** Attach audiometer printout to this page.

Results:	500	1000	2000	3000	4000
Right ear					
Left ear					

PART VI. EXAMINATION SUMMARY

DOCTOR PLEASE NOTE:

Please be advised that the COURT SECURITY OFFICER IS A WEAPONS BEARING SECURITY POSITION. The range of duties that the officer must be constantly prepared to perform include INTENSE PHYSICAL EXERTION, USE OF FIREARMS AND PHYSICAL CONFRONTATION. Emergency situations requiring such activities MAY ARISE WITHOUT WARNING and require maximum performance with no opportunity for preparation. Any condition that can subtly or suddenly compromise the CSO's ability to perform the full range of duties may result in INJURY or DEATH to the officer, co-workers or members of the public.

Detailed description of the essential job functions of the Court Security Officer position may be found on page 11.

(Use the supplemental information page if additional space is needed)

Problem List (past & present medical/surgical conditions):	Recommended Limitations (Essential job functions are listed on page 12.)

Are there any contraindications to the performance of aggressive security activities? ☐ YES ☐ NO

Check if supplemental information page is used ☐

Doctor, please affirm the three following statements with a check in the associated box and sign below. Thank you for your assistance in this important clearance process:

- ☐ I have reviewed and understand the available materials describing the requirements of the CSO position.
- ☐ I have reviewed the attached ECG for adequacy and proper lead placement.
- ☐ I have reviewed the currently available laboratory reports and other testing for adequacy and completeness.

EXAMINING PHYSICIAN'S NAME (Type or print)

SIGNATURE

ADDRESS (including ZIP code)

OFFICE TELEPHONE NUMBER

FACSIMILE NUMBER

The following must be attached to this exam form:

- ☐ Fasting Chemistry Panel to include liver and renal function tests, fasting glucose by venipuncture, and electrolytes.
- ☐ Fasting Lipid Panel
- ☐ CBC with WBC differential and platelet count.
- ☐ Urinalysis for specific gravity, Blood, Glucose and Protein.
- ☐ 12 Lead ECG (original) lead placement must be verified by the examiner.
- ☐ Audiometer Printout or results recorded on page if printout is not available.
- ☐ Vision test results (Test records may be attached to this form).

COURT SECURITY OFFICER'S JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

Personal Qualifications Statement (Court Security Officer)

READ THE INFORMATION BELOW PRIOR TO COMPLETING.

WHAT AUTHORITY DO WE HAVE TO ASK YOU FOR THE INFORMATION REQUESTED ON THIS FORM?

The U.S. Government is authorized to ask for this information under Section 3301 of Title 5 and Section 3101 of Title 44 of the U.S. Code. We ask for your Social Security number to keep our records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

HOW DO WE USE THIS FORM?

Review the form in its entirety prior to answering any questions. Be sure that you understand the questions and your responses prior to completion of the form.

This form will be used in processing your application. We use the information from this form primarily as the basis for an initial background investigation that will be used to determine your qualifications (to include law enforcement qualifications), suitability and eligibility for a clearance to work for the U.S. Government under contract.

Asking you for this information is in compliance with the Privacy Act of 1974. The information you give us is for Official Use Only; is protected from unauthorized disclosure. The U.S. Marshals Service may share some information with Federal and other sources to get additional information about you. We may also give some of the information to Federal, State, and local agencies checking on law violations or for other lawful purposes.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your employment or clearance prospects to work for the U.S. Government under contract.

TYPE OR LEGIBLY PRINT YOUR ANSWERS. We cannot accept your form if it is not legible. All questions on this form must be answered. If no response is applicable, indicate this by entering "N/A." Follow all form instructions fully, or we cannot process your form.

STATE CODES. Use the State Codes (two letter abbreviations) used by the Post Office, if you cannot spell out the state. *Do not abbreviate names of cities.*

USE 5 OR 9 - DIGIT ZIP CODES. If you do not know a ZIP Code, a ZIP Code directory is available at all Post Offices at www.usps.com. Please use them.

DATES. When providing dates, use YYMMDD. For example, June 8, 1988, would be 980608 and January 1988 would be 8801.

ADDITIONAL SHEETS. If there is not enough room on the sheets provided, please attach additional sheets so that you can provide as complete an answer as possible. Be sure to indicate the item number corresponding to the item being carried over to the additional sheet. Place your name and social security number on the additional sheet so that it can be readily identified if it should become separated from the form.

SIGNATURE AND DATE. Be sure to sign the forms in black or blue-black ink. Initial and date any changes you make to this form after you sign it.

ANY FORMS THAT ARE RECEIVED INCOMPLETE WILL BE RETURNED. THIS WILL DELAY THE PROCESSING OF YOUR CASE AND COULD EVEN RESULT IN YOUR NOT BEING SELECTED.

(Cont'd.)

HOW DO WE USE THIS FORM? (Cont'd.)

DOCUMENTATION. Copies of documents that verify any significant claims or activities should be provided. For example: alien registration; naturalization certificate; originals or certified copies of college transcripts or degrees; high school diploma; professional license(s) or certificate(s); military discharge certificate(s) (DD Form 214); marriage certificate(s); divorce papers; tax returns; passport; and/or business licenses(s).

NAME CHANGES. If you have had a name change from that indicated on the form, you must provide a copy of the documentation of any legal name change. If the name you are currently using is not a legal name, please use your official name as indicated on your birth certificate or marriage license.

EMPLOYMENT. Ensure that you list any previous law enforcement related employment, including military (i.e. Military Police, Master at Arms, etc.). Provide this experience in Section 22-23 whenever it occurred. It does not have to be consecutive. Explain how this experience included general arrest authority in the remarks to this section.

WHAT ARE THE PENALTIES FOR INACCURATE OR FALSE INFORMATION?

The U.S. Criminal Code provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$ 10,000, or 5 year imprisonment, or both. In addition, Federal agencies generally fire or disqualify individuals who have materially and deliberately falsified investigative forms, and this remains a part of our record for future use. Because the position for which you are being considered is a public trust position, your trustworthiness is a very important consideration in deciding your suitability or eligibility to perform under the contract.

PERSONAL QUALIFICATIONS STATEMENT
(Court Security Officer)

Please Complete the following (Print legibly or Type):

GENERAL INFORMATION

1. NAME _____
Last First Middle

2. PREFERRED TITLE ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.
(Check one)

3. SOCIAL SECURITY NUMBER _____

4. OTHER NAMES USED (including nicknames, aliases, maiden name, etc.)

5. CURRENT ADDRESS
(No. Street, and Apt. No., if applicable) _____
City _____ State _____ Zip _____
Code _____

6. CURRENT PHONE NUMBERS	Home (Include Area Code)	Office (Include extension if applicable)

7. PLACE OF BIRTH (City/State or Foreign Country) _____

8. DATE OF BIRTH (YYMMDD)

YES NO

9. ARE YOU A CITIZEN OF THE UNITED STATES? (If no, provide the following information)

10. Availability Data: a. Date (month year) you will be available to start work

b. Number of hours you will be available to start work each month

c. Days of the week that you can work

d. Are you available to perform temporary guard duties in other cities? ☐ ☐

11. CURRENT PHYSICAL CONDITION (Check one): ☐ Excellent ☐ Good ☐ Fair ☐ Poor*
(*Note: If answer is Poor, provide detailed information in Item 18.)

12. If you understand and can speak and/or read any language other than English, please list and indicate level of proficiency (i.e. poor, average, good, fluent)

13. Are you able to speak fluently, read, and write the English language or the language determined necessary by the U.S. Marshals of the district where you are seeking to perform contract services? ☐ ☐

14 Do you have a current drivers license? ☐ ☐
If so, for what state?

15. a. Do you have any physical or mental condition which might interfere with your ability to perform the work required (e.g., epilepsy, diabetes, alcoholism, drug addictions, cataracts, heart (*cardiovascular*) problems, psychiatric disorders, etc.?
- YES NO
- ☐ ☐
- b. Have you ever used any narcotic, depressant, stimulant, hallucinogen (to include *LSD* or *PCP*, or *cannabis*) (to include *marijuana* or *hashish*), except as prescribed by a licensed physician?
- ☐ ☐
- c. Have you ever been involved in the illegal purchase, possession, or sale of any narcotic, depressant, stimulant, hallucinogen, or *cannabis*?
- ☐ ☐
- d. Has your use of alcoholic beverages (such as liquor, beer, wine) ever resulted in the loss of a job, arrest by police, or treatment for alcoholism?
- ☐ ☐
- e. Have you ever been a patient (*whether or not formally committed*) in any institution primarily devoted to the treatment of mental, emotional, psychological, or personality disorders?
- ☐ ☐

NOTE: If the answer to Question 15 a through e above is Yes, please provide detailed information in Item 18. Prior to award of a contract, you will be required to provide a physician's signed statement that the above condition will not interfere with your ability to perform the work required.

16. Are you now or have you ever been affiliated with any organization, association, movement, group, or combination of persons which advocates the overthrow of our constitutional form of government or which has adopted a policy of advocating or approving the commission of acts of force or violence to deny other persons their rights under the Constitution of the United States or which seeks to alter the form of government of the United States by unconstitutional means?
- ☐ ☐
17. To the best of your knowledge, have you ever been the subject of a background investigation (by either Federal, state, local, or private industry) or been given a security clearance?
- ☐ ☐

If your answer is Yes, provide the following information and provide a copy of investigation certification, if available:

Agency requiring the clearance	Type of Investigation (i.e., NACL, LBI, BI, SBI...)	Date Clearance Issued/ Investigation Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[illegible]

19. Current work status (check one):
☐ Employed Full Time ☐ Employed Part Time ☐ Unemployed ☐ Retired

<u>YES</u>	<u>NO</u>
<input type="checkbox"/>	<input type="checkbox"/>

11

22. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

List ALL law enforcement employment, whenever it occurred.

Name and address of employer's organization	Dates employed (month & year)		Avg. No. Hrs. per week	
	From _____ To _____		_____	
	Salary or earnings			
Beginning \$ _____ per _____				
Ending \$ _____ per _____				
Exact Title of Your Position	Name of Immediate Supervisor	Area Code	Telephone No.	No. Employees supervised
Kind of Business		If Federal Service, give series, grade or rank		
Description of work (Describe your specific duties, responsibilities, experience conducting felony arrests, use of general arrest authority, and accomplishments in this job)				
Reason for leaving				

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)_____
Date_____
Name (Type/Print)

CONTINUATION SHEET

23. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

Print additional pages as necessary.

Name and address of employer's organization		Dates employed (<i>month & year</i>)		Avg. No. Hrs. per week
		From _____ To _____		_____
		Salary or earnings		
		Beginning \$ _____ per _____		
		Ending \$ _____ per _____		
Exact Title of Your Position	Name of Immediate Supervisor	Area Code	Telephone No.	No. Employees supervised _____
Kind of Business		If Federal Service, give series, grade or rank		

Description of work (Describe your specific duties, responsibilities, experience conducting felony arrests, use of general arrest authority, and accomplishments in this job)

[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]

Reason for leaving

Space for detailed answers and continuation of information (cont'd.):

[illegible]

CSO WEAPONS QUALIFICATION RECORD

1. NAME (Last, First, MI)	2. DISTRICT	3. ASSIGNED FACILITY	4. DATE COURSES FIRED (mm/dd/yyyy)

QUALIFICATION RESULTS

5a. WEAPON TYPE	5b. QUALIFICATION	6. MAKE	7. MODEL	8. CALIBER	9. BARREL LENGTH	10. PROPERTY OF	11. SERIAL NUMBER
HANDGUN	QUALIFICATION					USMS	

12. Ammunition Used (Brand, Caliber, Weight, Type [JHP, JSP, Etc.])		13. SCORE	14. QUALIFICATION LEVEL	15. SHOOTER'S INITIALS	16. DATE OF RETESTS (If applicable)
Qualification					//////////
1 st Retest					
2 nd Retest					

<p>17. USE OF DEADLY FORCE AND FIREARMS POLICY:</p> <p><i>I have read and understand the current DOJ Uniform Deadly Force Policy as well the contract requirements.</i></p> <p>Signature: _____ Date: _____</p>	<p>18. CONTRACTOR'S FIREARMS INSTRUCTION CERTIFICATION</p> <p><i>This certifies that the course of fire, qualification level, scores, weapons and ammunition used are authorized and indicated herein, and that the individual stated above demonstrated proficiency with their issued weapon.</i></p> <p>Signature: _____ Date: _____</p>
<p>19. WEAPON INSPECTION:</p> <p>The firearm described herein has been inspected by a contractor authorized Firearms Instructor (named in Block 18) and:</p> <p>Does / Does Not meet the contract requirements.</p>	<p>20. HOLSTER INSPECTION:</p> <p>The holsters and accessory equipment used (magazines/magazine holders) have also been inspected and:</p> <p>Does / Does Not meet the contract requirements as to design and serviceability.</p>

<p>21. VERIFIED BY: (NOTE: <u>THE WEAPONS QUALIFICATION TEST MUST BE VERIFIED BY A REPRESENTATIVE OF THE USMS</u>)</p> <p>PRINTED NAME: _____ SIGNATURE: _____</p> <p>TITLE: _____ DATE: _____</p>	
---	--

REMARKS:

INSTRUCTIONS FOR COMPLETING THE CSO WEAPONS QUALIFICATION FORM

1. Contractor's name.
2. District assignment (*D/MA, S/NY, D/MD, E/VA, etc.*).
3. Facility assignment.
4. The date on which the course of fire was performed.
- 5a. No additional information is necessary
- 5b. No additional information is necessary
6. The name of the weapon's manufacturer.
7. The manufacturer's designation for the weapon.
8. The caliber of the weapon.
9. No additional information is necessary
10. No additional information is necessary
11. The weapon's serial number.
12. The exact load shot during course of fire as designated from the current contract.
13. The score fired during the course of fire. If a retest is required, note subsequent scores on the appropriate lines.
14. The ranking of the CSO's score (de, ex, ss, mm, dnq). See the chart below for the exact ranking for each course of fire.
15. The contractor initials the qualification record, thus indicating that the information provided is correct.
16. Dates of two allowed subsequent retests (*Provide only if applicable.*)
17. No additional information is necessary
18. Certification by the Contractor's Firearms Instructor
19. Verification that the weapon was inspected and meets the USMS standards.
20. Verification that the contractor's equipment meets the USMS standards.
21. Verification by authorized USMS Representative that the contractor and the CSO met the USMS standards and contract requirements

QUALIFICATION RANKINGS	
Distinguished Expert (DE)	250
Expert (EX)	238 - 249
Sharpshooter (SS)	213 - 237
Marksman (MM)	175 - 212
Did Not Qualify (DNQ)	174 or below

SAMPLE - See ordering procedures.

[illegible]

**COURT SECURITY OFFICER CONTRACTOR'S
MEDICAL PRACTITIONER'S DATA SHEET**

ATTENTION CONTRACTOR: Pursuant to your contract with the United States Marshals Service, this form must be completed and submitted for each designated licensed physician that you desire to perform and document medical examinations on behalf of your company. To obtain approval, this form must be submitted to the Judicial Security Division, Chief, Office of Court Security, Washington, DC 20530-1000. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United States Marshals Service's contract.

PHYSICIAN'S NAME _____

PHYSICIAN'S TELEPHONE NO. _____

() -

PHYSICIAN'S ADDRESS

Street Address

City

State

Zip Code

PHYSICIAN'S SOCIAL SECURITY NUMBER _____

DATE OF BIRTH _____

NAME AND LOCATION OF THE MEDICAL SCHOOL ATTENDED:

Street Address

City

State

Zip Code

MONTH AND YEAR OF GRADUATION: _____ - _____ - _____

LIST JOB RELATED LICENSES: _____

DATE OF LATEST LICENSE: _____ - _____ - _____

STATE OF LICENSE: _____

MEDICAL LICENSE NUMBER: _____

**COURT SECURITY OFFICER CONTRACTOR'S
REQUEST TO REEVALUATE AN INDIVIDUAL'S MEDICAL QUALIFICATION**

ATTENTION CONTRACTOR: Use of this form is required when a Court Security Officer is returning to perform security services after recovering from an injury, extended illness, and/or outpatient or inpatient surgery, including such procedures as LASIK. This form must be completed by the Court Security Officer's attending physician and submitted to the Office of Court Security for a qualification determination. A Court Security Officer may not resume security services until the Office of Court Security has provided written approval for the individual to resume performing under the applicable contract. Please fax and submit the completed form to the Office of Court Security at (202) 307-5217, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER INFORMATION DISTRICT: _____ DISTRICT NO: _____

NAME: _____
 LAST FIRST MIDDLE

SSN: _____ DATE OF INJURY, ILLNESS, AND/OR SURGERY: ____/____/____

GIVE A DESCRIPTION OF THE INDIVIDUAL'S INJURY, ILLNESS, AND/OR SURGERY. (PLEASE IDENTIFY THE AREA(S) OF THE BODY AFFECTED):

ATTENTION ATTENDING PHYSICIAN: The individual listed above is seeking to resume work as an **armed** Court Security Officer. It is imperative that you consider the individual's condition along with the **life-threatening situation** that a Court Security Officer may encounter. Court Security Officer duties may include physical exertion, **use of firearms, and physical confrontation**. These requirements may **arise without warning** and under adverse weather/environmental conditions. Inability to safely perform such duties may result in injury or death to the individual or others. Please review the Court Security Officer contract requirements listed on page four, consider your medical assessment of the individual's medical condition, and provide a written response to each of the questions listed below.

1. Diagnosis (include all associated conditions/symptoms detected):
2. Does the individual have any physical or mental restrictions or limitations? ☐ Yes ☐ No
- a. If restrictions or limitations exist, please explain the circumstances in detail, including how long such challenges may exist.
- b. Are the restrictions or limitations temporary or permanent? ☐ Temporary ☐ Permanent

3. Describe all treatments, including physical therapy or psychotherapy, and the duration of the treatment(s) provided to the individual. List all medications, including the name of the medication, the dosage prescribed as well as frequency, and any potential side effects the medication may cause. In addition, list any supportive devices, i.e., braces, crutches, hearing aids, etc., that the individual received.

4. Will the treatment affect the individual's ability to perform any of the Court Security Officer duties identified on page four? If yes, please explain in detail below. ☐ Yes ☐ No

5. Prognosis (Please address whether or not the individual's symptoms are likely to reoccur, progress, or be aggravated if the Court Security Officer performs any of the duties listed on page four.

6. Can the individual return to full, unrestricted security duties? * ☐ Yes ☐ No (If no, please explain below)

For instance, does the individual have the ability to:

- | | | |
|---|------------------------------|-----------------------------|
| a. Safely use and retain a handgun? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Physically subdue an attacker(s)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Physically control violent or unruly crowds? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Climb two flights of stairs in pursuit or in an emergency? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. Sit or stand in one position for at least two hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* Please note that your response must indicate that the individual has the ability to meet all of the 29 CSO job functions listed on page four.

ATTENDING PHYSICIAN'S CERTIFICATION: I hereby certify that my assessment and responses to the questions listed on this form are true, complete, and accurate to the best of my knowledge and ability.

ATTENDING PHYSICIAN'S NAME: (Print) _____

ATTENDING PHYSICIAN'S SIGNATURE: _____

DATE: _____

MEDICAL FACILITY INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PLEASE ATTACH YOUR BUSINESS CARD, LETTERHEAD, OR OFFICE STAMP ON THIS FORM AND RETURN THE FORM TO THE COURT SECURITY OFFICER'S EMPLOYER IN A SEALED ENVELOPE.

CONTRACTOR'S CERTIFICATION: To the best of our knowledge, the subject individual is free of medical devices and impairments. Once the individual returns to work and it is observed that the individual's state reveals otherwise, we will report the condition to the USMS and prohibit the individual from performing CSO duties. In addition, the company certifies that this form has been reviewed and is considered complete.

NAME OF OFFICIAL REPRESENTATIVE: _____

OFFICIAL REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

CONTRACTOR'S INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DESIGNATED MEDICAL REVIEWING OFFICIAL'S CERTIFICATION:

I ☐ agree / ☐ disagree with the attending physician's recommendation regarding the individual's ability to safely perform Court Security Officer duties.

Additional documentation regarding my decision is ☐ attached / ☐ not attached.

PHYSICIAN'S NAME: (Please print.) _____

PHYSICIAN'S SIGNATURE: _____

DATE: _____

TELEPHONE NUMBER: _____

COURT SECURITY OFFICERS JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

NOTICE AND AUTHORIZATION PERTAINING TO CONSUMER REPORTS
PURSUANT TO THE FAIR CREDIT REPORTING ACT OF 1970, *as amended*
15 U.S.C. § 1681, et seq.

Please take notice that one or more consumer reports may be obtained for employment purposes. Because a background investigation will be conducted as part of a determination of your fitness for employment or for performance under a contract, you are also entitled to request additional disclosures concerning the nature and scope of the investigation.

By signing this form, you are giving consent to have your consumer reports released by consumer reporting agencies as part of an investigation to determine your clearance to perform contractual service and/or security clearance and receive access to Federal and other facilities in accordance with Homeland Security Presidential Directive/HSPD-12. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I _____ hereby authorize the U.S. Marshals Service (USMS) to obtain such report(s) from any consumer/credit reporting agency for suitability purposes to perform contractual services.

Signature

Date

Social Security Number

Executive Order 9397 (November 22, 1943) asks Federal agencies to use Social Security Numbers (SSN) to help identify individuals in agency records. Your SSN is therefore needed to keep records accurate, because other people may have the same name. Providing your SSN is voluntary. However, failure to provide the requested information could result in the USMS receiving an erroneous credit report.

INSTRUCTIONS TO THE CONTRACTOR: Please retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Operations Support Branch, Washington, DC 20530-1000.

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. If you have any questions, call the office that gave you the form.

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain your name and Social Security Number at the top of the page.

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof, or (b) any employee of the agency in his or her official capacity, or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof, or (b) any employee of the agency in his or her official capacity, or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2902 and 2905.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
PUBLIC TRUST POSITIONS

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

DPM Codes Case Number
USE ONLY

Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Comput/ADP	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder <input type="checkbox"/> None <input type="checkbox"/> NPRC <input type="checkbox"/> At SON	Other Address	ZIP Code					
L SOI	M Location of Security Folder <input type="checkbox"/> None <input type="checkbox"/> At SOI <input type="checkbox"/> NPI	Other Address	ZIP Code					
NOPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature		Telephone Number		Date	

Persons completing this form should begin with the questions below:

1 FULL NAME *If you have only initials in your name, use them and state (IO). *If you have no middle name, enter "NMN". - If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name. **2 DATE OF BIRTH**

Last Name First Name Middle Name Jr., II, etc. Month Day Year

3 PLACE OF BIRTH - Use the two letter code for the State. **4 SOCIAL SECURITY NUMBER**

City County State Country (if not in the United States)

5 OTHER NAMES USED

#1 Name Month/Year To Month/Year	#3 Name Month/Year To Month/Year
#2 Name Month/Year To Month/Year	#4 Name Month/Year To Month/Year

6 OTHER IDENTIFYING INFORMATION Height (feet and inches) Weight (pounds) Hair Color Eye Color Sex (Mark one box) ☐ Female ☐ Male

7 TELEPHONE NUMBERS Work (include Area Code and extension) Home (include Area Code) Day Night Day Night

8 CITIZENSHIP **a** Mark the box at the right that reflects your current citizenship status, and follow its instructions. ☐ I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d. ☐ I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d. ☐ I am not a U.S. citizen. Answer items b and e. **b** Your Mother's Maiden Name

c UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate (Where were you naturalized?) Court City State Certificate Number Month/Day/Year Issued

Citizenship Certificate (Where was the certificate issued?) City State Certificate Number Month/Day/Year Issued

State Department Form 240 - Report of Birth Abroad of a Citizen of the United States Give the date the form was prepared and give an explanation if needed. Month/Day/Year Explanation U.S. Passport

This may be either a current or previous U.S. Passport Passport Number Month/Day/Year Issued

d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right. Country

e ALIEN If you are an alien, provide the following information: Place You Entered the United States: City State Date You Entered U.S. Month Day Year Alien Registration Number Country(ies) of Citizenship

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence; do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible; for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APC/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1 To	Month/Year Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #2 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #3 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #4 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Month/Year #5 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	{ }	
Month/Year #2 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	{ }	
Month/Year #3 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number	{ }	

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

• Code. Use one of the codes listed below to identify the type of employment:

- | | | | |
|-----------------------------------|---|--|-----------|
| 1 - Active military duty stations | 5 - State Government (Non-Federal employment) | 7 - Unemployment (Include name of person who can verify) | 9 - Other |
| 2 - National Guard/Reserve | 6 - Self-employment (Include business and/or name of person who can verify) | 8 - Federal Contractor (List Contractor, not Federal agency) | |
| 3 - U.S.P.H.S. Commissioned Corps | | | |
| 4 - Other Federal employment | | | |

• Employer/Verifier Name. List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

• Previous Periods of Activity. Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year #1	Month/Year To Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

Month/Year PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor

Month/Year #2	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

Month/Year PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor

Month/Year #3	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

Month/Year PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor
	Month/Year	Month/Year	Position Title	Supervisor

Enter your Social Security Number before going to the next page

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

Month/Year #4	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

Month/Year #5	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

Month/Year #6	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

12 YOUR EMPLOYMENT RECORD	Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

Use the following codes and explain the reason your employment was ended:

- | | | |
|--|--|--|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons under unfavorable circumstances |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | |

Month/Year	Code	Specify Reason	Employer's Name and Address (include city/country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status.

Current Spouse Complete the following about your current spouse.

15 YOUR RELATIVES

Give the full name, correct cedula, and other requested information for each of your relatives, living or dead, specified below.

- | | | | |
|---------------------|----------------|--------------------------|---------------|
| 1 - Mother (first) | 3 - Stepmother | 5 - Foster Parent | 7 - Stepchild |
| 2 - Father (second) | 4 - Stepfather | 6 - Child (adopted also) | |

Enter your Social Security Number before going to the next page _____

16 YOUR MILITARY HISTORY	Yes	No
a Have you served in the United States military?	<input type="checkbox"/>	<input type="checkbox"/>
b Have you served in the United States Merchant Marine?	<input type="checkbox"/>	<input type="checkbox"/>

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

*Code. Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

*O/E. Mark "O" block for Officer or "E" block for Enlisted.

*Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

*Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	O	E	Active	Active Reserve	Inactive Reserve	National Guard (State)	Country
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

17 YOUR SELECTIVE SERVICE RECORD	Yes	No
a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.	<input type="checkbox"/>	<input type="checkbox"/>
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.	<input type="checkbox"/>	<input type="checkbox"/>

Registration Number

Legal Exemption Explanation

18 YOUR INVESTIGATIONS RECORD	Yes	No
a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.	<input type="checkbox"/>	<input type="checkbox"/>

Codes for Investigating Agency

1 - Defense Department 4 - FBI
2 - State Department 5 - Treasury Department
3 - Office of Personnel Management 6 - Other (Specify)

Codes for Security Clearance Received

0 - Not Required 3 - Top Secret 6 - L
1 - Confidential 4 - Sensitive Compartmented Information 7 - Other
2 - Secret 5 - Q

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarrred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED	Yes	No
List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)	<input type="checkbox"/>	<input type="checkbox"/>

*Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

*Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

*Do not repeat travel covered in items 9, 10, or 11.

#1	Month/Year	Month/Year	Code	Country	#5	Month/Year	Month/Year	Code	Country
To					To				
To					To				
To					To				
To					To				

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD (Do not include anything that happened before your 18th birthday.) In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.) If you answered "Yes," explain your answer(s) in the space provided.	<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">Yes</td> <td style="padding: 5px;">No</td> </tr> <tr> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court (City and county/country if outside the U.S.)	State	ZIP Code

21 ILLEGAL DRUGS The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent or criminal proceeding. a In the last year, have you <u>illegally</u> used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs? b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another? If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.	<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">Yes</td> <td style="padding: 5px;">No</td> </tr> <tr> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To	To		
To	To		
To	To		

22 YOUR FINANCIAL RECORD a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.	<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">Yes</td> <td style="padding: 5px;">No</td> </tr> <tr> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government. If you answered "Yes," provide the information requested below:	<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">Yes</td> <td style="padding: 5px;">No</td> </tr> <tr> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> <td style="text-align: center; height: 40px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligor	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page B.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)	Date
-------------------------	------

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA
AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (Sign in ink)		Full Name (Type or Print Legibly)		Date Signed
Other Names Used				Social Security Number
Current Address (Street, City)			State	ZIP Code
				Home Telephone Number (Include Area Code) ()

Standard Form 85P
Revised September 1985
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

UNITED STATES OF AMERICA
AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, I hereby authorize the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (Sign in ink)	Full Name (Type or Print Legibly)	Date Signed
Other Names Used		Social Security Number
Current Address (Street, City)	State	ZIP Code
		Home Telephone Number (include Area Code)
		()

Questionnaire for National Security Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 9 and the release on Page 10. If you have any questions, call the office that gave you the form.

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that military personnel, applicants for or incumbents in national security positions, either employed by the Government or working for Government contractors, licensees, certificate holders, and grantees, are eligible for a required security clearance. Information from this form is used primarily as the basis for investigation for access to classified information or special nuclear information or material. Complete this form only after a conditional offer of employment has been made for a position requiring a security clearance.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or security clearance prospects.

Authority to Request this Information

Depending upon the purpose of your investigation, the U.S. Government is authorized to ask for this information under Executive Orders 10450, 10865, 12333, and 12356; sections 3301 and 9101 of title 5, U.S. Code; sections 2165 and 2201 of title 42, U.S. Code; sections 781 to 887 of title 50, U.S. Code; and parts 5, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations for national security positions are conducted to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Investigation may extend beyond the time covered by this form when necessary to resolve issues. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well. These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Organization of this Form

This form has two parts. Part 1 asks for background information, including where you have lived, gone to school, and worked. Part 2 asks about your activities and such matters as firings from a job, criminal history record, use of illegal drugs, and abuse of alcohol.

In answering all questions on this form, keep in mind that your answers are considered together with the information obtained in the investigation to reach an appropriate adjudication.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit. You should retain a copy of the completed form for your records.
2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."
4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.
5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.
7. All telephone numbers must include area codes.
8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 8, 1978, should be shown as 6/8/78.
9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.
10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain your name and Social Security Number at the top of the page.

Final Determination on Your Eligibility

Final determination on your eligibility for access to classified information is the responsibility of the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is a sensitive one, your trustworthiness is a very important consideration in deciding your eligibility for a security clearance.

Your prospects of placement or security clearance are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a national security position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the systems of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 24, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	Dist. of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS

Form approved:
OMB No. 3208-0007
NSN 7540-00-634-4036
BB-111

Part 1

Investigating Agency Use Only

Codes

Case Number

Agency Use Only (Complete items A through P using instructions provided by the investigating agency).

A Type of Investigation	B Extra Coverage	C Sensitivity Level	D Access	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder	Other Address		ZIP Code				
L SOI	M Location of Security Folder	Other Address		ZIP Code				
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature		Telephone Number		Date	

Persons completing this form should begin with the questions below.

1 FULL NAME *If you have only initials in your name, use them and state (IO). *If you have no middle name, enter "NMN". *If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.	2 DATE OF BIRTH					
Last Name	First Name	Middle Name	Jr., II, etc.	Month	Day	Year

3 PLACE OF BIRTH - Use the two letter code for the State. City	County	State	Country (if not in the United States)	4 SOCIAL SECURITY
--	--------	-------	---------------------------------------	--------------------------

5 OTHER NAMES USED Give other names you used and the period of time you used them (for example: your maiden name, name(s) by a former marriage, former name(s), alias(es), or nickname(s)). If the other name is your maiden name, put "maiden" in front of it.					
Name	Month/Year	Month/Year	Name	Month/Year	Month/Year
#1	To		#3	To	
Name	Month/Year	Month/Year	Name	Month/Year	Month/Year
#2	To		#4	To	

6 OTHER IDENTIFYING INFORMATION	Height (feet and inches)	Weight (pounds)	Hair Color	Eye Color	Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male
--	--------------------------	-----------------	------------	-----------	---

7 TELEPHONE NUMBERS	Work (include Area Code and extension) Day Night	Home (include Area Code) Day Night
----------------------------	---	---------------------------------------

8 CITIZENSHIP	<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. (Answer items b and d) <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. (Answer items b, c and d) <input type="checkbox"/> I am not a U.S. citizen. (Answer items b and a)	9 Your Mother's Maiden Name
----------------------	--	------------------------------------

10 UNITED STATES CITIZENSHIP If you are a U.S. citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate (Where were you naturalized?)				
Court	City	State	Certificate Number	Month/Day/Year Issued

Citizenship Certificate (Where was the certificate issued?)				
City	State	Certificate Number	Month/Day/Year Issued	

State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed.	Month/Day/Year	Explanation
--	----------------	-------------

U.S. Passport	Passport Number	Month/Day/Year Issued
---------------	-----------------	-----------------------

This may be either a current or previous U.S. Passport

11 DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.	Country
--	---------

12 ALIEN If you are an alien, provide the following information:						
Place You Entered the United States:	City	State	Date You Entered U.S. Month Day Year	Alien Registration Number	Country(ies) of Citizenship	

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence; do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible; for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APQ/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last five years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1 To	Month/Year Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number		()				
Month/Year #2 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number		()				
Month/Year #3 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number		()				
Month/Year #4 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number		()				
Month/Year #5 To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number		()				

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School			State	ZIP Code	
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number		()			
Month/Year #2 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School			State	ZIP Code	
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number		()			
Month/Year #3 To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School			State	ZIP Code	
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number		()			

Enter your Social Security Number before going to the next page →

11

YOUR EMPLOYMENT ACTIVITIES

List your employment activities beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday. **EXCEPTION:** Show all Federal civilian service, whether it occurred within the last 7 years or not.

• **Code.** Use one of the codes listed below to identify the type of employment:

- | | | | |
|-----------------------------------|--|--|-----------|
| 1 - Active military duty stations | 5 - State Government (Non-Federal employment) | 7 - Unemployment (Include name of person who can verify) | 9 - Other |
| 2 - National Guard/Reserve | 6 - Self-employment (Include business name and/or name of person who can verify) | 8 - Federal Contractor (List Contractor, not Federal agency) | |
| 3 - U.S.P.H.S. Commissioned Corps | | | |
| 4 - Other Federal employment | | | |

• **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

• **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
#1						
To	Present					
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
Month/Year	Month/Year	Position Title	Supervisor			
To						
#2						
To						
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
Month/Year	Month/Year	Position Title	Supervisor			
To						
#3						
To						
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year	Position Title	Supervisor		
	To					
	Month/Year	Month/Year	Position Title	Supervisor		
	To					
Month/Year	Month/Year	Position Title	Supervisor			
To						

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

Month/Year		Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank		
#4		To						
Employer's/Verifier's Street Address				City (Country)		State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)		State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)		State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year	Month/Year		Position Title		Supervisor		
	To							
	Month/Year	Month/Year		Position Title		Supervisor		
	To							
PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year		Position Title		Supervisor		
	To							
	Month/Year	Month/Year		Position Title		Supervisor		
	To							
#5		To						
Employer's/Verifier's Street Address				City (Country)		State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)		State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)		State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year		Position Title		Supervisor		
	To							
	Month/Year	Month/Year		Position Title		Supervisor		
	To							
#6		To						
Employer's/Verifier's Street Address				City (Country)		State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)		State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)		State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year	Month/Year		Position Title		Supervisor		
	To							
	Month/Year	Month/Year		Position Title		Supervisor		
	To							

12 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year To Month/Year	Telephone Number Day Night ()
Home or Work Address		City (Country) State ZIP Code
Name #2	Dates Known Month/Year To Month/Year	Telephone Number Day Night ()
Home or Work Address		City (Country) State ZIP Code
Name #3	Dates Known Month/Year To Month/Year	Telephone Number Day Night ()
Home or Work Address		City (Country) State ZIP Code

Enter your Social Security Number before going to the next page →

13 YOUR SPOUSE
Mark one box to show your current marital status and provide information about your spouse(s) in Items a. and/or b.

Mark one box to show your current marital status and provide information about your spouse(s) in items a. and/or b.

1 - Never married 3 - Separated 5 - Divorced
 2 - Married 4 - Legally Separated 6 - Widowed

Current Spouse Complete the following about your current spouse only.

Current Spouse - Complete the following about your current spouse only.			
Full Name	Date of Birth	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			Country(ies) of Citizenship
Date Married	Place Married (Include country if outside the U.S.)		State
If Separated, Date of Separation	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse, if different than your current address (Street, city, and country if outside the U.S.)			State ZIP Code

b Former Spouse(s) Complete the following about your former spouse(s), use blank sheets if needed.

Full Name				Date of Birth		Place of Birth (Include country if outside the U.S.)				State	
Country(ies) of Citizenship				Date Married		Place Married (Include country if outside the U.S.)				State	
Check one. Then Give Date		Month/Day/Year		If Divorced, Where is the Record Located? City (Country)						State	
<input type="checkbox"/> Divorced <input type="checkbox"/> Widowed											
Address of Former Spouse (Street, city, and country if outside the U.S.)						State		ZIP Code		Telephone Number	

14 YOUR RELATIVES AND ASSOCIATES
Give the full name, correct code, and other requested information for each of your relatives and associates, living or dead, specified below.

Give the full name, correct code, and other requested information for each of your relatives and associates, living or dead, specified below.

- | | | | | |
|---------------------|--------------------------|-------------------|--------------------|--------------------------------------|
| 1 - Mother (first) | 5 - Foster parent | 9 - Sister | 13 - Half-sister | 17 - Other Relative* |
| 2 - Father (second) | 6 - Child (adopted also) | 10 - Stepbrother | 14 - Father-in-law | 18 - Associate* |
| 3 - Stepmother | 7 - Stepchild | 11 - Stepsister | 15 - Mother-in-law | 19 - Adult Currently Living With You |
| 4 - Stepfather | 8 - Brother | 12 - Half-brother | 16 - Guardian | |

*Code 17 (Other Relative) - include only foreign national relatives not listed in 1 - 16 with whom you or your spouse are bound by affection, obligation, or close and continuing contact. Code 18 (Associates) - include only foreign national associates with whom you or your spouse are bound by affection, obligation, or close and continuing contact.

[illegible]

Enter your Social Security Number before going to the next page

15 CITIZENSHIP OF YOUR RELATIVES AND ASSOCIATES

If your mother, father, sister, brother, child, or current spouse or person with whom you have a spouse-like relationship is a U.S. citizen by other than birth, or an alien residing in the U.S., provide the nature of the individual's relationship to you (Spouse, Spouse-like, Mother, etc.), and the individual's name and date of birth on the first line (this information is needed to pair it accurately with information in Items 13 and 14).

On the second line, provide the individual's naturalization certificate or alien registration number and use one of the document codes below to identify proof of citizenship status. Provide additional information on that line as requested.

- 1 - Naturalization Certificate: Provide the date issued and the location where the person was naturalized (Court, City and State).
2 - Citizenship Certificate: Provide the date and location issued (City and State).
3 - Alien Registration: Provide the date and place where the person entered the U.S. (City and State).
4 - Other: Provide an explanation in the "Additional Information" block.

#1 Association	Name	Date of Birth (Month/Day/Year)
Certificate/Registration #	Document Code	Additional Information
#2 Association	Name	Date of Birth (Month/Day/Year)
Certificate/Registration #	Document Code	Additional Information

16 YOUR MILITARY HISTORY

a Have you served in the United States military?

Yes No

b Have you served in the United States Merchant Marine?

Yes No

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

*Code. Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

*O/E. Mark "O" block for Officer or "E" block for Enlisted.

*Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

*Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate #	O	E	Active	Active Reserve	Inactive Reserve	National Guard (State)	Country
To										
To										

17 YOUR FOREIGN ACTIVITIES

a Do you have any foreign property, business connections, or financial interests?

Yes No

b Are you now or have you ever been employed by or acted as a consultant for a foreign government, firm, or agency?

Yes No

c Have you ever had any contact with a foreign government, its establishments (embassies or consulates), or its representatives, whether inside or outside the U.S., other than on official U.S. Government business? (Does not include routine visa applications and border crossing contacts.)

Yes No

d In the last 7 years, have you had an active passport that was issued by a foreign government?

Yes No

If you answered "Yes" to a, b, c, or d above, explain in the space below: provide inclusive dates, names of firms and/or governments involved, and an explanation of your involvement.

Month/Year	Month/Year	Firm and/or Government	Explanation
To			
To			

18 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

*Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

*Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

*Do not repeat travel covered in Items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1 To				#3 To			
#2 To				#4 To			

This concludes Part 1 of this form. If you have used Page 9, continuation sheets, or blank sheets to complete any of the questions in Part 1, give the number for those questions in the space to the right:

Enter your Social Security Number before going to the next page

QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS

Form approved:
OMB No. 3206-0007
NSN 7540-00-634-4036
86-111

Part 2

OFFICIAL
USE
ONLY

19 YOUR MILITARY RECORD

Yes No

Have you ever received other than an honorable discharge from the military? If "Yes," provide the date of discharge and type of discharge below.

Month/Year

Type of Discharge

20 YOUR SELECTIVE SERVICE RECORD

Yes No

a Are you a male born after December 31, 1959? If "No," go to 21. If "Yes," go to b.

b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.

Registration Number

Legal Exemption Explanation

21 YOUR MEDICAL RECORD

Yes No

In the last 7 years, have you consulted with a mental health professional (psychiatrist, psychologist, counselor, etc.) or have you consulted with another health care provider about a mental health related condition?

If you answered "Yes," provide the dates of treatment and the name and address of the therapist or doctor below, unless the consultation(s) involved only marital, family, or grief counseling, not related to violence by you.

Month/Year

Month/Year

Name/Address of Therapist or Doctor

State

ZIP Code

To

To

22 YOUR EMPLOYMENT RECORD

Yes No

Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.

Use the following codes and explain the reason your employment was ended:

1 - Fired from a job

3 - Left a job by mutual agreement following allegations of misconduct

5 - Left a job for other reasons

2 - Quit a job after being told you'd be fired

4 - Left a job by mutual agreement following allegations of unsatisfactory performance

under unfavorable circumstances

Month/Year

Code

Specify Reason

Employer's Name and Address (Include city/Country if outside U.S.)

State

ZIP Code

23 YOUR POLICE RECORD

Yes No

For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the court record. The single exception to this requirement is for certain convictions under the Federal Controlled Substances Act for which the court issued an expungement order under the authority of 21 U.S.C. 844 or 18 U.S.C. 3607.

a Have you ever been charged with or convicted of any felony offense? (Include those under Uniform Code of Military Justice)

b Have you ever been charged with or convicted of a firearms or explosives offense?

c Are there currently any charges pending against you for any criminal offense?

d Have you ever been charged with or convicted of any offense(s) related to alcohol or drugs?

e In the last 7 years, have you been subject to court martial or other disciplinary proceedings under the Uniform Code of Military Justice? (Include non-judicial, Captain's mast, etc.)

f In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s) not listed in response to a, b, c, d, or e above? (Leave out traffic fines of less than \$150 unless the violation was alcohol or drug related.)

If you answered "Yes" to a, b, c, d, e, or f above, explain below. Under "Offense," do not list specific penalty codes, list the actual offense or violation (for example, arson, theft, etc.).

Month/Year

Offense

Action Taken

Law Enforcement Authority/Court (Include City and county/country if outside U.S.)

State

ZIP Code

Enter your Social Security Number before going to the next page

24 YOUR USE OF ILLEGAL DRUGS AND DRUG ACTIVITY		Yes	No
<p>The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.</p>			
<p>a Since the age of 16 or in the last 7 years, whichever is shorter, have you illegally used any controlled substance for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?</p>		<input type="checkbox"/>	<input type="checkbox"/>
<p>b Have you ever illegally used a controlled substance while employed as a law enforcement officer, prosecutor, or courtroom official; while possessing a security clearance; or while in a position directly and immediately affecting the public safety?</p>		<input type="checkbox"/>	<input type="checkbox"/>
<p>c In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis for your own intended profit or that of another?</p>		<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b above, provide the date(s), identify the controlled substance(s) and/or prescription drugs used, and the number of times each was used.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			

25 YOUR USE OF ALCOHOL		Yes	No
<p>In the last 7 years, has your use of alcoholic beverages (such as liquor, beer, wine) resulted in any alcohol-related treatment or counseling (such as for alcohol abuse or alcoholism)?</p>			
		<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes," provide the dates of treatment and the name and address of the counselor or doctor below. Do not repeat information reported in response to item 21 above.

Month/Year	Month/Year	Name/Address of Counselor or Doctor	State	ZIP Code
To				
To				

26 YOUR INVESTIGATIONS RECORD		Yes	No
<p>a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency under the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.</p>			
<p>Codes for Investigating Agency</p> <p>1 - Defense Department 2 - State Department 3 - Office of Personnel Management</p>		<p>4 - FBI 5 - Treasury Department 6 - Other (Specify)</p>	<p>Codes for Security Clearance Received</p> <p>0 - Not Required 1 - Confidential 2 - Secret</p>

6 - L
7 - Other

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debanded from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.		Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

27 YOUR FINANCIAL RECORD		Yes	No
<p>a In the last 7 years, have you filed a petition under any chapter of the bankruptcy code (to include Chapter 13)?</p>			
<p>b In the last 7 years, have you had your wages garnished or had any property repossessed for any reason?</p>			
<p>c In the last 7 years, have you had a lien placed against your property for failing to pay taxes or other debts?</p>			
<p>d In the last 7 years, have you had any judgments against you that have not been paid?</p>			

If you answered "Yes" to a, b, c, or d, provide the information requested below:

Month/Year	Type of Action	Amount	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

Enter your Social Security Number before going to the next page →

28 YOUR FINANCIAL DELINQUENCIES		Yes	No
a In the last 7 years, have you been over 180 days delinquent on any debt(s)?		<input type="checkbox"/>	<input type="checkbox"/>
b Are you currently over 90 days delinquent on any debt(s)?		<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, provide the information requested below:

Incurred Month/Year	Satisfied Month/Year	Amount	Type of Loan or Obligation and Account Number	Name/Address of Creditor or Obligor	State	ZIP Code

29 PUBLIC RECORD CIVIL COURT ACTIONS		Yes	No
In the last 7 years, have you been a party to any public record civil court actions not listed elsewhere on this form?		<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes," provide the information about the public record civil court action requested below.

Month/Year	Nature of Action	Result of Action	Name of Parties Involved	Court (include City and county/country if outside U.S.)	State	ZIP Code

30 YOUR ASSOCIATION RECORD		Yes	No
a Have you ever been an officer or a member or made a contribution to an organization dedicated to the violent overthrow of the United States Government and which engages in illegal activities to that end, knowing that the organization engages in such activities with the specific intent to further such activities?		<input type="checkbox"/>	<input type="checkbox"/>
b Have you ever knowingly engaged in any acts or activities designed to overthrow the United States Government by force?		<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, explain in the space below.

Continuation Space

Use the continuation sheet(s) (SF85A) for additional answers to items 9, 10, and 11. Use the space below to continue answers to all other items and any information you would like to add. If more space is needed than is provided below, use a blank sheet(s) of paper. Start each sheet with your name and Social Security Number. Before each answer, identify the number of the item.

After completing Parts 1 and 2 of this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 10.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)

Date

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for access to classified information and/or for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 86, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner. Read, sign and date the release on the next page if you answered "Yes" to question 21.

Signature (Sign in ink)	Full Name (Type or Print Legibly)	Date Signed
Other Names Used		Social Security Number
Current Address (Street, City)	State	ZIP Code
		Home Telephone Number (Include Area Code)
		()

UNITED STATES OF AMERICA
AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position with the Federal government which requires access to classified national security information or special nuclear information or material. As part of the clearance process, I hereby authorize the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability, particularly in the context of safeguarding classified national security information or special nuclear information or material?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 86 and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (Sign in ink)	Full Name (Type or Print Legibly)	Date Signed
Other Names Used	Social Security Number	
Current Address (Street, City)	State	ZIP Code
		Home Telephone Number (Include Area Code) ()

DJMS-08-D-0011

Attachment 3

Report Forms

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

FISCAL YEAR: _____

DISTRICT NAME : _____

REPORT DATE: _____

DISTRICT NUMBER: _____

LEGAL (non LEO)	DETECTED	STORED	RETURNED	ILLEGAL	CONFISCATED	INCIDENT RPT	ARREST RPT
GUNS				GUNS			
KNIVES				KNIVES			
				EXPLOSIVES			
				DRUGS			
OTHER				OTHER			
TOTAL				TOTAL			

PROHIBITED	DETECTED	STORED	RETURNED	CSO HOURS	TYPE INCIDENT	TOTAL/MONTH
Cell Phones				Criminal Court	Bomb Threat	
Computers				Civil Court	Assault	
Recorders					Forced Entry	
Pagers				Tax Court	Medical emerg.	
Cameras				Bankruptcy	Disruptive person	
Stun guns				Travel	Illegal weapon	
OC Spray				Other	Contraband	
Other					Shooting	
					Other	
TOTAL				TOTAL HRS.	TOTAL	

REMARKS:

LEAD CSO/SITE SUPERVISOR _____

USMS JSI/COTR SIGNATURE _____

DATE SUBMITTED _____

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

ARREST	To deprive a person of his/her liberty by legal authority. Seizure of an alleged or suspected offender to answer for a crime. Arrests or any custodial interrogation though not technically an "arrest" must be based on probable cause. To be actionable in the event that such seizure is improper or unlawful, there must be an intent on the part of the arresting officer or agent to bring the suspect into custody. The seizure or detention must be understood by the person being arrested that he/she is under arrest.
DETAINMENT	To keep from proceeding; to delay; to keep in custody, retain or withhold.
SEIZURE	The act of forcibly dispossessing an owner of property under actual or apparent authority of law. Also, the taking of property into custody of the court in satisfaction of a judgement or in consequence of a violation of public law.
RESTRICTIONS	To hold with limits.
DETECTION	The act of detecting or the fact of being detected.
INCIDENT	An occurrence or event that interrupts normal procedure or precipitates a crisis. Reporting an incident on the Court Facility Monthly Statistical Summary means that you must also submit a copy of the corresponding Court Facility Incident Report (CSO form 003) to the Judicial Security Division (JSD), Office of Court Security (OCS), Operations Support Branch (OSB). ALL COURT FACILITY INCIDENT REPORTS MUST BE FORWARDED TO OCS - OSB WITHIN 24-HOURS AFTER THE INCIDENT OCCURS.
CONTRABAND	Any property or possession, the transportation of which is ILLEGAL . For instance, narcotic drugs, firearms, etc. When contraband is discovered on a court visitor, detain the subject and immediately call a DUSM to the scene. Prepare a Court Facility Incident Report (CSO Form 003) to describe the situation. The report must address who, what, where, when and how.
WEAPON	Any instrument capable of producing death or serious bodily injury. An instrument may be intrinsically deadly (e.g. knife, pistol, rifle) or deadly because of the way it is used or the force with which it is used (e.g., wrench, hammer, stick).
LEGAL	Authorized by or based on law. Enforced or recognized by law. Created by law.
ILLEGAL	Forbidden by law or by official rules.
PROHIBITED ITEM	Any item listed as prohibited in the court facility by order of the Chief Judge or the U.S. Marshal.
ABANDONMENT	Knowing relinquishment of one's right or claim to property without any future intent to again gain title or possession. Relinquishment or surrender of rights or property by one person to another. Intent to abandon and the act by which the intention is carried out. A finder of the property not legally abandoned must make reasonable efforts to restore it to the true owner and must relinquish it to him/her upon demand.
KNIFE	A cutting instrument having a sharp blade with a handle.
GUN	Any device, whether apparent or disguised, capable of firing an explosive charge used as a propellant for a projectile.
CONFISCATE	To take private property without just compensation. To transfer property from a private use to a public use. To appropriate private property as a result of a criminal conviction or because the possession was itself, a crime.
WEAPONS OFFENSE	Violations of statutes or regulations that control weapons.

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

LEGAL (non L.E.O)	This refers to legally carried weapons. DO NOT include Law Enforcement Officer (LEO) weapons in this category. (Varies by state.)
DETECTED, STORED, AND RETURNED	Self explanatory. The quantity of "STORED" and "RETURNED" weapons should match. If they do not, you should immediately make inquiries to determine why they don't match.
ILLEGAL	Use these blocks to identify CONTRABAND carried by persons who are NOT legally authorized to possess or transport it. (Varies by state.) When contraband is discovered, immediately detain the person(s) involved, call a DUSM to the scene, prepare a Court Facility Incident Report, and include the report on the Court Facility Statistical Summary report. Provide name and date of birth of perpetrator.
COURT FACILITY INCIDENT REPORT	Use this field to report the quantity of Court Facility Incident Reports prepared during the reporting period. Any time there is an ILLEGAL item confiscated from a court visitor there should be a corresponding incident and/or arrest report. Copies of Incident and/or arrest reports must be sent to JSD/OCS-OSB with 24-hours after the incident occurs. Be sure to include copies of Incident Reports with the monthly Court Facility Statistical Summary report submission.
ARREST REPORT	Use this field to report the quantity of arrest reports prepared as a result of a violation of the building security regulations. Arrest reports will be prepared by a DUSM. A copy of the Arrest Report(s) should be sent with the Court Facility Statistical Summary Report and sent to JSD/OCS-OSB.
PROHIBITED ITEM	This field contains a list of some but not all items that may be prohibited in the court facility. If other non-identified items are detected and stored, you may identify them in the vacant spaces at the bottom of the list. Be sure to verify that the number of items stored matches the number of items returned. If they do not match, you must immediately make inquiries to determine why they don't match.
CSO HOURS	Number of hours charged during the reporting period by Court Security Officers in performing their duties in the categories listed.
TYPE OF INCIDENT	Use this field to report the quantity of Court Facility Incident Reports for the type of incidents listed. (e.g., 2 Bomb Threats, 7 Assaults, etc.)

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	2. DATE OF INCIDENT	3. REPORTED BY (<i>Please print</i>):
4. ARREST/DETENTION <input type="checkbox"/> YES <input type="checkbox"/> NO	5. REPORTING DISTRICT	6. LOCATION OF INCIDENT City _____ State _____
7. TYPE OF INCIDENT (Check Applicable Box) <input type="checkbox"/> Bomb Threat <input type="checkbox"/> Assault <input type="checkbox"/> Forced Entry <input type="checkbox"/> Medical Emergency <input type="checkbox"/> Disruptive Person <input type="checkbox"/> Illegal Weapon <input type="checkbox"/> Contraband <input type="checkbox"/> Shooting <input type="checkbox"/> Other (Describe) _____		
8. CHECK APPLICABLE BOX <input type="checkbox"/> INITIAL REPORT <input type="checkbox"/> FOLLOW-UP REPORT <input type="checkbox"/> ADDENDUM (Initial report dated, _____)		
9. INCIDENT DESCRIPTION (<i>Details should cover who, what, where, when and how.</i>) 		
10. REPORT PAGES REPORT CONTINUED ON _____ ATTACHED PAGE(S).		
I hereby certify that the information stated herein is true, complete and accurate to the best of my knowledge.		
11. SIGNATURE OF PREPARER	12. DATE	15. DISTRIBUTION DISTRICT COTR - 1 COPY
13. APPROVED BY: NAME _____ TITLE _____	14. DATE	

COURT FACILITY INCIDENT REPORT
(Continuation Sheet)

1. DATE OF REPORT	2. DATE OF INCIDENT	3. PAGE(s) _____ OF _____
INCIDENT DESCRIPTION <i>(Details should cover who, what, where, when and how.)</i>		

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	State the date the report is being prepared.
2. DATE OF INCIDENT	Self explanatory.
3. REPORTED BY	Provide the name of person preparing the report.
4. ARREST/DETENTION	Check the box at the bottom of this section if anyone is detained for any length of time or arrested.
5. REPORTING DISTRICT	Indicate the name of the district preparing the report. Please annotate if different than where the incident occurred.
6. LOCATION OF INCIDENT	Indicate the city and state where the incident occurred.
7. TYPE OF INCIDENT	Check applicable box that best describes the type of incident. If "Other" is checked, give a one or two word description that best describes the incident.
8. CHECK APPLICABLE BOX	Indicate whether this is an initial report, a follow-up or an addendum to a previous report.
9. INCIDENT DESCRIPTION	<p>At a minimum, the report must address the following:</p> <p><i>WHO:</i> Provide the name(s) of the person(s) involved and their date of birth.</p> <p><i>WHAT:</i> Describe what happened in detail.</p> <p><i>WHERE:</i> Where did the incident happen? City, building, floor, room, etc.</p> <p><i>WHEN:</i> Date and time of the incident.</p> <p><i>HOW:</i> If not already covered in the "what" category, describe how the incident happened.</p> <p>All reports must be legible, complete, and accurate as possible. Explain the incident in detail, from the beginning to the end. Never end in the middle of the story.</p> <p>BE SURE THAT THE REPORT CAN BE READ BY SOMEONE OTHER THAN YOU.</p>
10. REPORT PAGES	If the narrative describing the incident is included on additional pages, write the number of pages attached. If contents of the report are sensitive in nature, each page should be marked "FOR OFFICIAL USE ONLY."
11. SIGNATURE OF PREPARER	Self explanatory.
12. DATE	Enter the date you signed this report.
13. APPROVED BY	Indicate the name and title of the Contractor's official reviewing and approving official.
14. DATE	Enter the date the report was reviewed, approved, and signed by the contractor's supervisory representative.
15. DISTRIBUTION	Immediately forward a copy of this report as indicated.

COURT SECURITY OFFICER (CSO) TRAVEL AUTHORIZATION

1. VOUCHER		VOUCHER DATE ____/____/____	VOUCHER TYPE <input type="checkbox"/> Original <input type="checkbox"/> Reclaim	CONTRACTOR'S NAME
2. TRAVELER		3. ITINERARY		4. ESTIMATED COST
NAME: _____ FIRST M LAST		TRIP BEGINS ON: (MM/DD/YY): ____/____/____		Lodging and M&IE \$ _____
ADDRESS: _____		TRIP ENDS ON: (MM/DD/YY): ____/____/____		Transportation \$ _____
CITY: _____ STATE: _____ ZIP CODE: _____				Other \$ _____
SSN: _____ DISTRICT LOCATION: _____				TOTAL \$ _____
5. PURPOSE OF TRAVEL				
<input type="checkbox"/> CSO ORIENTATION (PHASE II) <input type="checkbox"/> TEMPORARY POST ASSIGNMENT <input type="checkbox"/> SPECIAL SECURITY ASSIGNMENT <input type="checkbox"/> OTHER*				
TRAVEL AUTHORIZATION: _____				
* A written detailed justification is required.				
TRAVEL CONDITIONS OR LIMITATIONS		MODE OF SUBSISTENCE AUTHORIZED	6. PLANNED ITINERARY	
MODE OF TRANSPORTATION AUTHORIZED: <input type="checkbox"/> Use of common carrier transportation <input type="checkbox"/> Use of a rental car <input type="checkbox"/> Use of a Government furnished vehicle <input type="checkbox"/> Use of a privately owned vehicle. Mileage rate authorized: \$ _____ Other (Use of any type of transportation method (i.e., train, bus) that does not exceed the cost of common carrier.)		NOTE: PER DIEM WILL BE BASED ON LODGING PLUS M&IE NOT TO EXCEED GSA LOCATION RATES.	FROM: _____ (MM/DD/YY) TO: _____ TO: _____ TO: _____ TO: _____	
YOU ARE AUTHORIZED TO TRAVEL AT GOVERNMENT EXPENSE IN ACCORDANCE WITH DEPARTMENT OF JUSTICE REGULATIONS UNDER THE CONDITIONS OUTLINED IN THIS AUTHORIZATION AS NECESSARY FOR THE CONDUCT OF BUSINESS RELATIVE TO THE APPLICABLE UNITED STATES MARSHALS SERVICE COURT SECURITY SERVICE CONTRACT.				
9. CONTRACTOR'S REVIEWING AND APPROVING OFFICIAL		10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE'S APPROVAL		
NAME (Print) _____	APPROVAL DATE _____	NAME (Print) _____	APPROVAL DATE _____	
SIGNATURE _____	TITLE _____	SIGNATURE _____	TITLE _____	

COURT SECURITY OFFICER (CSO) TRAVEL EXPENSE REIMBURSEMENT

1. TRAVELLER IDENTIFICATION		3. APPROVALS	
NAME: _____ RESIDENCE: _____ CITY: _____ STATE: _____ ZIP: _____		Note: Falsification of an item in an expense account can result in a forfeiture of the claim (28 U.S.C. 2154) and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287.1 d 1001).	
DISTRICT ASSIGNMENT: _____		TRAVELER DATE AND SIGN HERE	CONTRACTOR'S APPROVING OFFICIAL DATE AND SIGN HERE
2. ITINERARY TRIP BEGAN (MMDDYY) _____ TRIP ENDED (MMDDYY) _____ TRAVEL TIME: <input type="checkbox"/> Less than 12 hrs <input type="checkbox"/> Less than 24 hrs <input type="checkbox"/> More than 24 hrs PRIMARY DESTINATION: _____ TRANSPORTATION METHOD INDICATOR - HIGHEST CLASS OF TRAVEL <input type="checkbox"/> 1. COACH <input type="checkbox"/> 2. BUSINESS CLASS <input type="checkbox"/> 3. FIRST CLASS <input type="checkbox"/> 4. N/A REASON FOR UPGRADE (Required if Business or First Class is used.) <input type="checkbox"/> Coach not available <input type="checkbox"/> Cost Savings <input type="checkbox"/> Travel Greater than 14 hrs		I hereby certify that the travel undertaken in this reimbursement voucher is true and accurate to the best of my knowledge and that payment or credit has not been received by me. SUBMISSION DATE: _____ SIGNATURE: _____	I hereby certify that the travel undertaken in this reimbursement voucher has been reviewed and approved as necessary for the conduct of USMS contract business. PRINTED NAME: _____ SUBMISSION DATE: _____ SIGNATURE: _____
		4. TRAVEL PURPOSE: _____	5. VOUCHER TYPE: <input type="checkbox"/> ORIGINAL <input type="checkbox"/> RECLAIM
6. EXPENSE SUMMARY			
Cost for Air, Train, Bus, etc.		\$	
Car Rental and Gas		\$	
Privately Owned Vehicle (POV)/Mileage Total		\$	
Public Transportation - Temporary Post Assignment		\$	
Lodging		\$	
State/Local Lodging Taxes		\$	
Meals and Incidental Expenses		\$	
Parking		\$	
Other		\$	

Daily Expense Report Summary: Enter expenses in categories provided below. After completion, record the total for each category on page one in box six.

[illegible][illegible]

INSERT TOTALS (\$) FOR EACH COLUMN.

Standard Form 1034
Revised October 1987
Department of the Treasury
T F M 4-2000

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S
NAME
AND
ADDRESS

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule and other information deemed necessary)	QUAN- TITY	UNIT		AMOUNT (1)
				COST	PER	

(Use continuation sheets) if necessary)		(Payee must NOT use the space below)		TOTAL
PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES	
<input type="checkbox"/> PROVISIONAL	= \$	= \$1.00		
<input type="checkbox"/> COMPLETE	BY (2)			
<input type="checkbox"/> PARTIAL				
<input type="checkbox"/> FINAL			Amount verified; correct for	
<input type="checkbox"/> PROGRESS	TITLE		(Signature or initials)	
<input type="checkbox"/> ADVANCE				

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date _____ Authorized Certifying Officer (2) _____ (Title) _____

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE'S	

(1) When stated in foreign currency, state name of currency.

(2) If the authority to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title.

(3) When a voucher is requested in the name of a company or corporation, the name of the person writing the company or corporate name as well as the company in which he/she signs, must appear. For example, John Doe Company, per John

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 32b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SF-1034
10/87
USMS 07/05

Continuation Sheet for SF-1034

Standard Form 1034
Revised October 1987
Department of the Treasury
1 TFM 4-2000

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED	VOUCHER NO.		
PAYEE'S NAME AND ADDRESS <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		CONTRACT NUMBER AND DATE	PAID BY		
		REQUISITION NUMBER AND DATE			
		SHIPPED FROM		TO	WEIGHT
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule and other information deemed necessary)</i>	QUAN- TITY	UNIT COST PER	AMOUNT (1)

(Use continuation sheets) if necessary		(Payee must NOT use the space below)		TOTAL
PAYMENT <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR	EXCHANGE RATE	DIFFERENCES	
	BY (2)			
	TITLE		Amount verified: correct for	
			(Signature or initials)	

MEMORANDUM

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date	Authorized Certifying Officer (2)	(Title)
ACCOUNTING CLASSIFICATION		
CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER
CASH	DATE	PAYEE
		PER
		TITLE

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SF-1034
10/87
USMS 07/05

DJMS-08-D-0011

Attachment 4

Policies and Directives

Directives [Home Page](#) >> [Topics](#) >> [General Operations](#)



GENERAL OPERATIONS

2.1 Law Enforcement Response

LESS LETHAL DEVICES

- A. **PROGRAM RESPONSIBILITY:** U.S. Marshals Service Training Academy
- B. **PURPOSE:** This directive establishes policy, procedures and required training for United States Marshals Service (USMS) operational employees concerning the use and issuance of USMS authorized less than lethal devices. Court Security Officers are required to comply with the provisions of this directive in accordance with the contract.
- C. **AUTHORITY:** The Director's authority to supervise the USMS and issue written directives is set forth in 28 USC 561(g) and 28 CFR 0.111.
- D. **POLICY:** USMS operational employees are to use only authorized less than lethal devices, which their district/division managers may order them to carry, when necessary. Less than lethal devices may be used by authorized and trained personnel in accordance with the USMS directive Use of Force policies and procedures.
- E. **PROCEDURES:** The procedures establishing policy in this directive will pertain to all less than lethal devices. Procedures specific to a less than lethal device are documented in the individual device information cited in the Attachments:
1. **Authorized Devices:** Only the following less than lethal devices, issued or approved by the Training Academy, may be used:
 - a. Oleoresin Capsicum aerosols (OC sprays): Attachment A
 - b. Expandable Batons: Attachment B
 - c. Electronic Immobilization Devices (Stun guns): Attachment C
 - d. Electronic Restraint Devices (Stun Belt, Band-It): Attachment D
 - e. Projectile Stun Guns (PSG): Attachment E
 2. Items approved and authorized for use by the USMS Special Operations Group are established under guidance and approval of the Deputy Director.
 3. Substitutions will not be permitted without the Training Academy's and district management's written approval.
 4. **Carriage/Storage of Less Than Lethal Devices:**
 - a. Less than lethal devices must be concealed from the general public when and where appropriate (does not apply when wearing USMS duty uniform). A device should not be inspected or handled in public unless there is an operational purpose.
 - b. Less than lethal devices should not be routinely carried or used in restricted areas, i.e.,

cellblocks unless they are to be deployed for operational need.

- c. Less than lethal devices may be carried on commercial aircraft subject to restrictions set by the FAA or airline carrier.
- d. Each less than lethal device may have special storage requirements which are described in the individual device attachment.

5. **Use of Force Statement**

- a. The use of less than lethal devices is authorized in USMS directive *Use of Force*.
- b. Less than lethal devices will be used in compliance with respective policies and in a manner consistent with current training procedures.
- c. Less than lethal devices will not be used to harass, taunt or abuse a subject or in a manner inconsistent with training and deployment protocols.
- d. Less than lethal devices may be used on an active resistant subject in situations where verbal commands or persuasion are not or would not be effective and the subject's actions demonstrate that physical control by the operational employee is not or would not be effective.
- e. All operational personnel are advised that implementation of less than lethal devices in deadly force situations is not recommended and less than lethal devices should not be substituted for a firearm.
- f. Less than lethal devices may be used against animals when they pose a danger to law enforcement officials or the public.

6. **Training**

- a. All operational recruits must successfully complete the Training Academy approved course of instruction during basic training to be qualified to carry less than lethal devices.
- b. All operational employees are required to be certified and trained annually on a minimum of one of the following less than lethal devices: OC spray, expandable baton or projectile stun gun. **Operational employees may be allowed to be certified and trained in additional less than lethal devices. Management may direct specified personnel to be certified and trained in additional less than lethal devices.** All operational employees are encouraged to be certified and trained annually on every less than lethal device in the District or Division.
- c. Initial training and annual retraining for less than lethal devices will be conducted by a USMS certified instructor and will be documented by the district/division office (see *USMS Annual Retraining* directive). Documentation of training serves as the authorization to possess, carry, and utilize less than lethal devices as assigned. If an employee is unable to demonstrate the necessary proficiency with a less than lethal device, the instructor will conduct and document remedial training necessary to attain certification before the employee is authorized to carry the device.
- d. Training and carriage of less than lethal devices by District Security Officers (Personal Service Guards) must be in accordance with USMS directive, *Use of Personal Services Contracts for Guards*.
- e. Court Security Officers' use of less than lethal devices must comply with the CSO contract.
- f. District Security Officers' (Personal Service Guards) use of less than lethal devices must be in compliance with USMS directive, *Use of Personal Services Contracts for*

Guards.

7. **Requirements After Use of Less Than Lethal Devices:** Once a subject and scene have been controlled and properly secured, operational employees who use a less than lethal device must take the following steps:

- a. Provide medical attention to anyone who is obviously injured, alleges an injury or requests medical attention as soon as possible.
- b. Report the incident to their immediate supervisor as soon as possible.
- c. Photograph, and/or videotape marks or injuries on the subject resulting from the device. (A measuring tape, ruler or other acceptable item that can note the size, location, etc. of the injury or mark should be used.) If the marks or alleged injuries to be documented are on a private portion of the subject's body, USMS personnel will ensure privacy before the documentation is recorded. All pertinent information will be kept with the incident documentation (Form USM-133) in a secure file.
- d. Complete Form USM-133, *Use of Force Report*, attach the following documents and submit to the Office of Internal Investigations within 24 hours:
 - (1) Photographs and/or video documentation.
 - (2) *Less Than Lethal Device Qualification Record* for each device used.
 - (a) USM 333-OC, Oleoresin Capsicum
 - (b) USM 333-B, Expandable Baton Qualification Record/ Authorization to Carry
 - (c) USM 333-PSG, Projectile Stun Gun Record/ Authorization to Carry
 - (d) USM 333-EID, Electronic Immobilization Device
 - (e) USM 333-ERD, Electronic Restraint Device
 - (3) Fill out an USM-130, Prisoner Custody Alert Notice and send it to the appropriate detention facility if a subject has been injured and/or received medical attention.
- e. Any serious injury or death possibly associated with the activation of a less than lethal device must be reported in accordance to USMS directive, Significant Incidents Reporting.

8. **Technical Malfunctions**

- a. If a less than lethal device or associated equipment or attachments malfunction, the operational employee will prepare a Form USM-210, Field Report.
- b. The report should describe the problem, circumstances, and brand, model and serial number of the device. A copy of the USM-210 should be sent to the Assistant Director for Training. It is not necessary to send the faulty device to the Training Academy unless requested (defective equipment will generally be returned to the vendor for examination).
- c. No alterations or modifications shall be made to a less than lethal device without written approval of the Assistant Director for Training. Repairs of less than lethal devices must be completed in accordance with the manufacturer's warranty. Contact the USMS Training Academy for further information.

F. **RESPONSIBILITIES**

1. Training Academy

- a. To provide necessary basic training of operational employees to use less than lethal devices.
- b. To provide advanced training of operational employees to be Less Than Lethal Instructors.
- c. To compile data on technical and product failures during agency deployment.
- d. To promote training programs and policies consistent with current law enforcement trends.

2. Operational Employees

- a. All new trainees must successfully complete the Training Academy-approved course of instruction for each less than lethal device during basic training to be qualified to carry less than lethal devices.
- b. Current operational employees must have completed a course of instruction as approved by the Assistant Director for Training and be qualified with at least one of the following less than lethal devices: OC spray, expandable baton, projectile stun gun.
- c. Operational employees will deploy, activate, and provide medical treatment and document less than lethal device usage in a manner consistent with training procedures and USMS directive Use of Force.
- d. Each operational employee will participate and successfully complete annual retraining as established by the USMS Training Academy to maintain certification with the less than lethal device(s) chosen by the employee or as directed by management.

3. Less Than Lethal Instructor

- a. All operational employees selected to be "Less Than Lethal Instructors" will successfully complete the USMS Less Than Lethal Instructor Training Program (LLITP) and be certified by the Assistant Director for Training.
- b. Less Than Lethal Instructors can only conduct training and annual recertification for devices in which the Instructor Certification has been granted by the Training Academy.
- c. Less Than Lethal Instructors will maintain instructor certification by conducting initial training, annual retraining and additional training as approved by the Assistant Director for Training.
- d. Less Than Lethal Instructors will examine operational employees' less than lethal devices during training. Defective or damaged equipment will be brought to the attention of District/Division management.

4. District/Division Management

- a. Will ensure that all operational employees successfully complete initial and annual retraining to maintain current certification to carry each less than lethal device or, at district/division management discretion, a minimum of OC spray or expandable baton or projectile stun gun. District/Division management may direct specified personnel to be certified and trained in specific devices.
- b. Will ensure training is conducted as outlined in the USMS Annual Retraining directive.
- c. Will ensure annual retraining is recorded on respective Qualification Records. The forms will be maintained in the appropriate district/division files.

- d. Less than lethal electronic control devices are classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms (See Appendix A to USMS directive, *Management of Personal Property* and USMS directive, *Firearms*).
- e. Will sign the Less Than Lethal Instructor's appropriate qualification record after the instructor conducts annual retraining for district/division personnel.
- f. Will replace operational employees' defective less than lethal devices out of work plan funds. Replacement should be based on a demonstrated need by the Less Than Lethal Instructor.
- g. May order operational personnel to carry a less than lethal device.

G. DEFINITIONS

1. **Operational Employees:** Employees assigned to the 1811, 082 or 1802 job series, or a U.S. Marshal.
2. **Less Than Lethal Device:** An authorized device that is intended to be used to effectively control a subject, but is not expected to cause serious injury or death.
3. **Subject(s):** Any person who comes into contact with operational employees while in performance of their duties (i.e., prisoners, fugitives, protestors, suspects, defendants, plaintiffs, and the public in general).
4. **Less Than Lethal Instructor:** A USMS operational employee trained and certified by the Training Academy as an instructor for one or more USMS approved less than lethal devices.
5. **Oleoresin Capsicum:** An inflammatory agent that occurs naturally in various plants. When transferred to a canister by a manufacturing process and used as a less than lethal device, it may cause respiratory inflammation consisting of coughing, shortness of breath and a gagging sensation. It causes severe twitching to involuntary closing of the eyes. It causes slight to acute burning sensation and redness of the skin.
6. **Oleoresin Capsicum Instructor:** An operational employee certified and authorized to instruct operational employees in the use of oleoresin capsicum and as authorized by the USMS Training Academy.
7. **Expandable Baton:** Three stage steel baton with hardened shafts that extend and lock by friction or a cam system. They possess a reinforced textured hard rubber or metal tip with a firm foam or rubber grip handle. The baton is designed to disrupt a subject's noncompliance by means of striking or penetrating large muscle groups, pressure points or close quarters contact areas sufficient to cause pain, immobilization, distraction or displacement of balance to gain compliance.
8. **Expandable Baton Instructor:** An operational employee certified and authorized to instruct operational employees in the use of the expandable baton and as authorized by the Training Academy.
9. **Electronic Immobilization Device (EID):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
10. **EID Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic immobilization devices and as authorized by the Training Academy.
11. **Electronic Restraint Devices (ERD):** Equipment that emits an electrical charge in order to subdue a violent person. The package is attached to the subject and is activated by remote control device, which for eight seconds delivers 50,000 volts, which may disorient, temporarily

immobilize and stun a subject without causing permanent injury.

12. **ERD Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic restraint devices and as authorized by the Training Academy.
13. **Projectile Stun Gun (PSG):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy through projectiles sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
14. **PSG Instructor:** An operational employee certified and authorized to instruct operational employees in the use of projectile stun guns and as authorized by the Training Academy.
15. **Annual Retraining:** Mandatory annual training as outlined by the Assistant Director for Training. The training is conducted by a certified Less Than Lethal Instructor or a USMS instructor certified to instruct in specific devices (USM 333-B, USM 333-OC, USM 333-PSG, USM 333-EID, USM 333-ERD)

Attachments

Attachment A

Oleoresin Capsicum (OC)

- A. **POLICY:** Oleoresin Capsicum may be used by authorized and trained operational personnel in accordance with the USMS directive *Use of Force* policies and procedures.
- B. **PROCEDURES**
 - 1. **Authorized Devices**
 - a. Only the Oleoresin Capsicum in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)
 - b. Substitutions of Oleoresin Capsicum are not permitted without the written approval of the Assistant Director for Training and district management.
 - 2. **Carriage of Oleoresin Capsicum**
 - a. Certified operational personnel are encouraged to carry Oleoresin Capsicum while on duty.
 - b. When carrying Oleoresin Capsicum, it will be secured in an authorized holster.
 - c. Oleoresin Capsicum containers weighing 4.0 ounces or less may be placed in checked baggage inside an approved container according to FAA travel regulations. [49 CFR 175.10]
 - 3. **Storage/Security**
 - a. When not in actual personal custody, Oleoresin Capsicum must be stored in an appropriate locked container (safe, vault, weapons locker, etc.) to prevent loss, theft or unauthorized use of U.S. Marshals Service issued equipment.
 - b. When Oleoresin Capsicum is not being carried, it will be stored in a controlled area in the approved holster, or in a manner to prevent unintentional discharge.
 - c. Oleoresin Capsicum should not be stored in a motor vehicle or any area where extremely high or low temperatures are likely to occur.
 - 4. **Deployment Protocols**
 - a. OC Spray will be carried, deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. Oleoresin Capsicum will not be knowingly deployed near sparks or flames to avoid flammability type injuries to the subject or others in close proximity.
 - 5. The following topics are covered in policy directive, *Less Than Lethal Devices*:
 - a. *Training*
 - b. *Use of Force Statement*
 - c. *Requirements After Use of Less Than Lethal Devices*
 - d. *Technical Malfunctions*

- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment B

Expandable Baton

- A. **POLICY:** The expandable baton may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. **PROCEDURES**
 - 1. **Authorized Devices**
 - a. Only the expandable baton models and attachments in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of expandable batons and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - 2. **Carriage of expandable baton:** Certified operational personnel are encouraged to carry the expandable baton while on duty.
 - 3. **Deployment Protocols**
 - a. The expandable baton will be carried and deployed in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. The expandable baton will be deployed using only the strikes necessary to control and secure a resistant subject.
 - c. Operational personnel using the expandable baton will take reasonable measures to avoid strikes to the following areas unless deadly force is necessary:
 - (1) Head/Face
 - (2) Neck
 - (3) Spinal Column
 - (4) Solar Plexus
 - (5) Kidneys
 - (6) Groin
 - (7) Joints
 - 4. The following topics are covered in USMS directive, Less Lethal Devices:
 - a. Training

- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment C

Electronic Immobilization Device, (EID)

i.e., Ultron II and XR 5000 Stun guns

- A. **POLICY:** Electronic Immobilization Devices (EID) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. **PROCEDURES**
 - 1. **Authorized Devices**
 - a. Only the EID models and holsters in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of EIDs or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - 2. **Carriage of EID**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the EID.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the EID may be deployed by a certified EID operator. At the first available opportunity, the EID operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
 - c. The EID may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the EID, it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - 3. **Storage/Security**
 - a. When not in actual personal custody, the EID must be stored in an appropriate locked container (safe, vault, weapons locker, etc.).
 - b. When the EID is in an operational status, it will be carried in an approved holster.

4. Deployment Protocols

- a. The EID will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The EID will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The EID will not be knowingly activated near flammable materials, liquids or fumes due to the potential for explosion. The EID will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The EID user will take all reasonable measures to avoid intentional discharge of the EID to the following areas:
 - (1) Head/Face
 - (2) Neck
 - (3) Groin
 - (4) Female Breast
 - (5) Subject weighing less than 80 pounds

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment D

Electronic Restraint Device, (ERD) i.e., REACT (Stun Belt) and (Band-It System)

A. **POLICY:** Electronic Restraint Devices (ERD) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.

B. PROCEDURES

1. Authorized Devices

- a. Only the ERD models in USMS inventory are authorized provided they were approved

in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)

- b. Substitutions of ERDs are not permitted without the written approval of the Assistant Director for Training and district management.

2. **Carriage of ERD**

- a. Certified operational personnel will first obtain verbal approval from district/division management to deploy the ERD.
- b. In emergency situations where prior district/division management approval cannot be obtained, the ERD may be deployed by a certified ERD operator. At the first available opportunity, the ERD operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
- c. The ERD may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.

3. **Storage/Security**

- a. When not in actual personal custody, the ERD must be stored in an appropriate locked container (safe, vault, weapons locker, etc.). The unit battery will be replaced every two years and its usage recorded on the USMS StunBelt Charger/Battery Replacement Log.
- b. When the ERD is in an operational status, it will be placed on the subject in a manner consistent with current training procedures.

4. **Deployment Protocols**

- a. The ERD will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The ERD will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The ERD will not be knowingly activated near flammable materials, liquids or fumes due to the potential for combustion. The ERD will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The ERD user will take all reasonable measures to avoid activation of the ERD on prisoners known to have the following medical conditions:
 - (1) Pregnancy
 - (2) Heart Disease
 - (3) Multiple sclerosis, muscular dystrophy, epilepsy, or
 - (4) Any other medical condition known to pose a risk to the prisoner.

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices

- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment E**Projectile Stun Guns**

- A. POLICY:** Projectile Stun Guns (P.S.G.) may be used by authorized and trained personnel according to the USMS directive *Use of Force* policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the P.S.G. models, cartridges, holsters and accessories in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)
 - b. Substitutions of P.S.G., cartridges or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - c. The P.S.G. is classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms. (See USMS directive *Management of Personal Property, Appendix A* and USMS directive, *Firearms*.)
 2. **Training**
 - a. The only approved P.S.G. certification programs are those established by the USMS Training Academy or an approved vendor sponsored P.S.G. course as approved by the Assistant Director for Training.
 - b. Districts/divisions that possess a P.S.G., will request training from the Training Academy for a district P.S.G. instructor. Managers must ensure that all operational employees designated to carry and deploy the P.S.G. device are trained and certified.
 3. **Carriage of P.S.G.**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the P.S.G.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the P.S.G. may be deployed by a certified P.S.G. operator. At the first available opportunity, the P.S.G. operator will notify district/division management of the deployment, to include the specific circumstances that necessitated the deployment.
 - c. The P.S.G. may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as task force operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the P.S.G., it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - e. District Security Officers (personal service guards) are not authorized to utilize P.S.G. while employed by the USMS.
 4. **Storage/Security**
 - a. When not in actual personal custody, the P.S.G. must be stored in an appropriate locked container (safe, vault, weapons locker, etc.), with the cartridge removed and the safety engaged.

- b. When the P.S.G. is in an operational status, it will be worn in the approved holster or stored in a locked controlled area in the approved holster with cartridge attached.
- c. The P.S.G. can be stored in a motor vehicle in a secured locked storage container that is affixed to the vehicle.

5. **Deployment Protocols**

- a. The P.S.G. will be deployed and activated by cartridge discharge or "drive stun" in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The P.S.G. will be deployed using the minimum number of cycles to control and secure a resistant subject.
- c. The P.S.G. should not be deployed against a subject if the subject is located in a position (i.e., roof, top of stairway) where it is clear that, if struck by the P.S.G.'s projectile, the subject will fall a substantial distance which is likely to cause serious bodily injury or death to the subject.
- d. **The P.S.G. will not be knowingly deployed or activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in close proximity or who are otherwise in close proximity to any combustible material.**
- e. The P.S.G. user must not aim for the subject's head, face, neck or groin.

6. **Post Activation Requirements:** In addition to the elements listed in USMS directive, *Less Lethal Devices*.

a. **Medical Considerations**

- (1) Operational employees are authorized to remove probes from subjects following the training protocols and blood borne pathogen precautions.
- (2) Seek medical care from a Medical Doctor, Physician's Assistant, EMT or other qualified medical provider for removal of probes located in the face, neck, breasts or groin or other area where standard removal protocol by operational employees would not be feasible.

b. **Reporting Requirements**

- (1) Collect the cartridge components including the cartridge, probes (bodily fluids precautions taken) and wires.
 - (a) All items will be collected only when the scene is safe and secured. Blood Borne Pathogens Precautions must be utilized. If items cannot be retrieved, document the circumstances in the USM-133, Use of Force Report.
 - (b) Items that are retrieved will be placed in an evidence container, documented on a USM-102, Seized Property and Evidence Control Form and tagged using the *Evidence* label, USM-8. This evidence will be secured in the designated storage location until the Office of Internal Investigations clears it for disposal.
- (2) **Data Port Download:** The activated P.S.G. will be removed from duty until data discharge history is downloaded to a computer system and a report is generated for submission with the USM-133, Use of Force Report. In exigent circumstances (i.e., emergency situation or rural area where the system for down load of information is not reasonably available) the device may remain deployed for the duration of the

mission, but no longer than necessary. District management must be notified immediately.

- (3) Complete Form USM-133, *Use of Force Report*, and attach the following documents and submit to the Office of Internal Investigations within 24 hours:
 - (a) Data Port Download Report
 - (b) USM-102, *Seized Property and Evidence Control*
 - (c) Photographs and/or video documentation
 - (d) USM-333-PSG, *Projectile Stun Gun Qualification Record*
- (4) Any serious injury or death possibly associated with the activation of the P.S.G. must be reported following the USMS directive, *Significant Incidents Reporting*. Until all computerized data is downloaded from the P.S.G. and approval is obtained from Office of General Counsel, the unit will not be turned over to an authorized investigative agency.

7. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions