

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MVM INC.**

**AND THE**

**INTERNATIONAL UNION SECURITY, POLICE, AND  
FIRE PROFESSIONALS OF AMERICA (SPFPA)  
AND ITS LOCAL 555**

**SOCIAL SECURITY ADMINISTRATION  
MAIN HEADQUARTERS, SECURITY WEST AND  
THE NATIONAL COMPUTER CENTER  
WOODLAWN, MD**

**EFFECTIVE: FEBRUARY 24, 2015**

---

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	3
1	Recognition	3
2	Union Security & Membership	4
3	Union Rights	5
4	Management Rights	7
5	Non-Discrimination	8
6	Hours of Work	9
7	Wages	9
8	Leaves of Absence, Sick Leave & Paid Days Off	12
9	Holidays	15
10	Vacation	16
11	Health and Welfare Benefits	17
12	Discharge, Discipline & Related Matters	19
13	Grievance Mediation and Arbitration Procedure	23
14	Seniority	26
15	Continuity of Operations	29
16	Scope of the Agreement	30

## PREAMBLE

THIS AGREEMENT is made and entered into by and between MVM Inc. (hereinafter referred to as the "Company") and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local 555 (hereinafter referred to as the "Union") and becomes effective on February 24, 2015.

## ARTICLE 1: RECOGNITION

**SECTION 1.1 - Recognition of Union.** The Company hereby recognizes the Union as the sole and exclusive bargaining representative for "employees" as defined in Section 1.2 of this Agreement.

**SECTION 1.2 - Employees.** Whenever used in this Agreement, the term "employees" shall mean all employees employed by the Company at the Social Security Administration's national headquarters, Security "West" and National Computer Center facilities in Woodlawn, Maryland, excluding office clericals, managerial personnel, confidential personnel, supervisors (Lieutenants and Captains) as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in new-hire training programs offered by the Company shall not be considered employees under this Section 1.2.

**SECTION 1.3 - Probationary Employees.** All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) days from the date of hire or rehire (if the employee has three or more years of armed security experience) or one hundred and twenty (120) calendar days from the date of hire or rehire (if the employee has less than three years of armed security experience). During their probationary period, the employment relationship between the Company and the probationary employee shall be at will and the probationary employee may be subject to discipline or discharge at the discretion of the Company without regard to the provisions of Article 12 of this Agreement.

## ARTICLE 2: UNION SECURITY & MEMBERSHIP

### **SECTION 2.1 - Union Membership.**

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer 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<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks following the date of that notice. The notice shall also contain the reasons for discharge.

In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

### **Section 2- Dues Check Off**

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. The Employer shall make such deductions on a semi-monthly basis and shall remit the amount deducted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the last regular payday of the month. The Employer will provide a monthly summary sheet describing gross amounts remitted and amounts withheld. The Employer will provide to the International semi-annually reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit, etc.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments, which must be in fixed dollar amounts. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, including attorneys' fees and costs in defending, and any damages, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1 - Stewards.**

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize the maximum of one (1) Chief Shop Steward for all employees and three (3) stewards for each work shift at each work site (i.e., nine (9) work site stewards and one (1) chief steward). Within ten (10) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 12.6 of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement. Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may be conducted during working time, in exceptional cases, where agreed upon by the Company, but neither the Steward nor the employee shall depart from their normal job assignment without informing their immediate supervisor and disclosing the reason for such departure.

C. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. Provided that, it is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 12.6 of this Agreement during working time.

D. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

**SECTION 3.2 - Union Postings.** The Union may request permission from the Social Security Administration (SSA) for it to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the SSA. All Union notices posted shall be signed by an officer of the Union or Chief Shop Steward. Copies of Union notices shall be provided to the Company's Director of Human Resources in advance of posting.

**SECTION 3.3 - Union Activities.** Neither Union officials nor employees shall, during the working time of any employees participating, 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 Company.

**SECTION 3.4 - Union Leave.** The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or meetings of vital interest to the Union, provided that the requested leave does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice, wherever practicable. Union leave shall be limited to twenty (20) working days per calendar year and shall be unpaid.

**SECTION 3.5 – Super-Seniority for Union Stewards.** The three union stewards designated by the Union shall be entitled to super-seniority for purposes of layoff and recall to insure their availability to process grievances and to discharge their representational duties at each work site on the Woodlawn SSA facility. These union stewards are (a) the Chief Steward for the entire Woodlawn facility; and (b) the Assistant Chief Steward for each of the other two sites at which the Chief Steward is not assigned. Wherever possible, union stewards shall be retained on the same shift to which they are assigned in the event of layoff, but the Company may assign these employees to different posts on the same shift following layoffs and/or recalls that bring this provision into play.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods,

materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

#### **ARTICLE 5: NONDISCRIMINATION**

The parties hereto agree that there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, or membership or non-membership in any labor organization, as provided by law. The Company shall give due consideration to qualified Vietnam era veterans and to disabled individuals as provided by law. The Company agrees that it shall comply with all federal and state (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws.

It is expressly agreed and understood that the dispute resolution procedures set forth in Article 13 of this shall be the sole and exclusive forum for resolving all claims, demands or actions arising under state or federal law arising from the employment relationship between the Company and you to the fullest extent permitted by such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. § 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Vietnam Veterans Act (38 U.S.C. § 4212), applicable state employment and wage and hour laws, the Fair Labor Standards Act, and any other state or federal law relating to employment discrimination or termination, statute or common law.



## ARTICLE 6: HOURS OF WORK

**SECTION 6.1 - Purpose of this Article.** The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Article or Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

**SECTION 6.2 - Workweek.** The Company's workweek shall consist of seven (7) days beginning on Sunday at 12:01 AM and ending the following Saturday at 12:00 AM (midnight).

**SECTION 6.3 - Workday.** A workday shall be defined as from 0001 hours until 2400 hours. As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

**SECTION 6.4 – Rest Breaks.** Employees shall receive paid rest breaks consistent with applicable federal, state and local law and regulation. The Company has the right document its provision of required rest breaks, if any, by requiring officers to sign a SSA Form 4072 upon the completion of their rest break or at the end of their shift consistent with operating requirements. The Company shall provide emergency breaks as requested

**SECTION 6.5 - Overtime Work.** Employees may be required to work reasonable overtime assignments at the discretion of the Company in accordance to the seniority procedure. An employee not excused by the Company from performing assigned overtime, and who refuses to work overtime, will be subject to appropriate discipline. In accordance with Article 14 of this Agreement, opportunity to work overtime shall be provided consistent with the Company's needs and circumstances and must be authorized in advance by the Company.

**SECTION 6.6 - Classification** Full-time employees shall be classified as 32 hours or more per week. Any employee working less than 32 hours per week shall be considered part-time.

## ARTICLE 7: WAGES

**SECTION 7.1 - Straight Time Rate of Pay.** The Company agrees to pay

employees at the straight time rate of pay set forth below:

<b>Current:</b>	<b>\$23.25</b>
<b>Effective February 24, 2015</b>	<b>\$24.75</b>

**SECTION 7.2 - Overtime Pay.** Overtime pay is calculated at one and one-half (1-1/2) times the employee's straight rate for all hours of work in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

**SECTION 7.3 - Reporting Pay.** In the event an employee reports to work for their regularly scheduled shift without having been notified not to report, and work is not available, the employee shall be paid three (3) hours reporting pay at his/her regular rate of pay. An employee who is required to report to work outside of his or her regular work schedule shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay at straight time in lieu thereof; provided, the Employer shall not be required to pay such reporting pay to employees who are required by the Employer to report for meetings, training and other company-sponsored events (such employees, however, shall be guaranteed a minimum of (2) hours of work or two (2) hours pay in lieu thereof). It is expressly agreed and understood between the parties that "report to work" under this Section does not include instances where an employee is held over on his or her shift or is otherwise required to remain on duty after reporting to work (compensation in all such instances shall be paid for time actually worked).

**SECTION 7.4 – Sergeant Premium Pay.** Officers designated by the company as Sergeants shall receive a \$1.00/hour premium as additional wages for all hours worked.

**SECTION 7.5 – Training Pay.** Employees hired on or prior to February 24, 2015 shall be paid at the current rate of pay specified in this agreement per hour for all training required by the government and/or the employer in order to maintain employment and necessary certifications. All new hires shall be paid at \$10.00 per hour as such for training.

The Employer will post training schedules on a quarterly and/or monthly basis. All employees who need training for their certification must attend class in a timely manner. If an officer does not attend the class during the required time, he or she must get the training on their own. The Employer will provide on-site and off-site training and pay as governed by the current wages in the collective bargaining

agreement, at the regular armed guard rates under applicable law, in accordance with its procedures. If the employee misses any free training classes offered by the Employer, the employee shall be responsible for the costs and fees required to be paid for approved training classes that they must secure on their own.

All training hours will be considered in overtime calculation. Employees are required to produce all required certifications (obtained through their employment with other employers; such certifications will be accepted provided they meet the SOW written training requirements) or sign affidavits, under oath, that they have no such certifications.

All Full-time and part-time employees shall be afforded one paid practice prior to each weapons qualification. If an employee fails to qualify after their first attempt the employee shall be afforded a 8 hour paid remedial class and second paid practice and qualification, paid for by the Employer.

If the employee is unable to qualify prior to the expiration of his or her permit or fails to pass a range qualification test thirty (30) days after the expiration of the permit or first attempt the employee shall be terminated provided there are no emergency circumstances beyond the employees control to prevent delay.

**SECTION 7.6 - Undisputed Error.** In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made within one (1) week for undisputed errors over eight (8) hours of pay, after the Company is given written notification of the error. All other such undisputed errors will be made on the next paycheck. Employees shall notify the Company of all errors on the part of the Company as to an employee's pay within the shorter of: (1) two working days of learning of the error, or (2) two working days of when the employee should have known by reasonable diligence of the error.

**SECTION 7.7 - Direct Deposit.** All employees shall be offered the option of payment of wages by direct deposit. The Union shall use its best efforts to promote the use of direct deposit by all employees.

**SECTION 7.8 - Personal Data.** Employees shall promptly notify the Company's Director of Human Resources in writing on a Company-provided form of their proper mailing address, email address and telephone number, and of any change of name, address, email or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records.

**SECTION 7.9 – Medical Exam.** All employees will participate in and are subject to the Employer's alcohol and drug testing program. Testing for alcohol and/or drugs may occur prior to employment, annually, where reasonable suspicion of violation of this policy exists, after a work-related accident or incident, on a random basis, and/or as required by any Government or other applicable contract, statute or regulation. Random screening shall be completed by the designated Company representative and the employee shall be permitted to view the procession to ensure no tampering of such screening has been done.

A "positive" drug or alcohol test shall be grounds for immediate termination. Refusal to submit to testing or failure to report for a drug and/or alcohol test as directed shall be considered equivalent to a "positive test" and shall also be grounds for immediate termination. An employee with measurable amounts of unlawful drugs or alcohol shall be deemed to have tested "positive" under this Article. All screening test must be by a certified testing facility, all testing that may lead to discipline or discharge shall be conducted in accordance with applicable local, state and federal laws, by a certified testing facility, which facility and/or its representatives shall, alone, be responsible for determining whether an individual has tested positive for unlawful drugs, alcohol, or unauthorized prescription drugs, under this Article. Any positive test leading to discipline or discharge must be documented, in writing, from the testing facility.

Any specimen collected for drug testing pursuant to this Article shall be tested by a laboratory certified in conformity with applicable state or federal regulations, as required. Any specimen collected for random testing maybe collected by a manager or supervisor and shall be sealed in the presence of the tested employee.

#### **ARTICLE 8: LEAVES OF ABSENCE, SICK LEAVE AND PAID DAYS OFF**

**SECTION 8.1 - Court Leave.** An employee who has completed his or her probationary period and who is required to report for jury duty shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of seven (7) work days; provided, however, the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight-time rate of pay, less the amount received by the employee from the court or government agency. Employees will be compensated for all court time spent on behalf of MVM as a result of their duties as an employee.

**SECTION 8.2 - Military Leave.** The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

**SECTION 8.3 - Bereavement Leave.** An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's parent, legal domestic partner, legal guardian, sibling, child, step-parent, step-child, step-sibling, or spouse or grandparent. Employees shall be entitled to leave without pay for a maximum of sixteen (16) scheduled work hours lost in the event of the death of the employee's in-law, uncle, or aunt. An addition sixteen (16) hours without pay shall be granted if employees are traveling 500 miles or more. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased.

**SECTION 8.4 - Family and Medical Leave.**

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("Act") in accordance with its provisions.

B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

**SECTION 8.5 - Sick & Personal Leave with Pay.**

A. All non-probationary, full-time employees employed on February 24, 2015 will be allotted seven (7) sick days and four (4) personal days paid leave. At the end of each contract year, employees shall receive payment for unused personal leave accrued during the contract year and will receive such payment on or before *the first payroll in March*.

B. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures as set forth in Sections 8.7 and 12.3 if the time off was

not authorized in advance. Employees failing to obtain prior authorization or failing to comply with Sections 8.6 and 12.3 shall be subject to discipline, up to and including discharge, as set forth in those Sections, respectively.

C. Employees may not take personal/sick leave under this Section in increments of less than (4 hours). Employees shall be compensated for personal/sick at the straight-time rate of pay at the time the personal/sick leave is accrued. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. In order to be eligible for sick leave pay, an employee must be off work three (3) consecutive days sick without pay before one (1) paid day may be paid.

D. An employee who has accrued sick leave or paid days off will be entitled to utilize all accrued leave throughout the contract year, but subject to the requirements set forth in Sections C above.

E. The parties agree to bargain in 2016 and the successive years with regard to part-time sick and personal leave.

**SECTION 8.6 - Personal Leave without Pay.** An employee may request personal leave without pay. Any such request must be in writing and state the reason for and length of the desired leave. It shall be in the Company's sole discretion whether to grant such requests, without regard to the provisions of Article 14 of this Agreement. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned.

**SECTION 8.7 - Absence Due to Illness or Injury.** An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) may request to use accrued but unused vacation or personal leave pursuant to the provisions of Article 10 or, alternatively, may request unpaid leave pursuant to the provisions of Section 8.4 and 8.6 subject to approval of the Company at its discretion.

**SECTION 8.8 - Rate of Pay.** Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay then effective. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

**SECTION 8.9 - Seniority.** Seniority shall accumulate during any approved leave of absence.

### ARTICLE 9: HOLIDAYS

**SECTION 9.1 - Eligibility.** All employees will receive paid leave for the following ten (10) holidays (or holiday pay in lieu thereof if required to work the holiday):

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

A. An Employee must work his/her scheduled workday that occurs before and after the day on which the holiday is celebrated in order to receive the holiday pay benefit for each holiday listed above.

B. An 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 up to and including discharge.

C. It is expressly agreed and understood that employees shall not be entitled to holiday pay when on leave, including leave taken under state workers' compensation laws.

### **SECTION 9.2 - Rate of Pay.**

A. An eligible full-time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight-time rate of pay. An eligible full-time employee assigned to work on a holiday will receive their straight-time wage for all hours worked plus the eight (8) hours holiday pay specified above.

B. An eligible part-time employee who is not required to work on a holiday shall be paid a proration of the full-time holiday benefit based upon his or her average weekly hours for the previous two (2) weeks' work. An eligible part-time employee assigned to work on a holiday will receive his or her straight-time wage for all hours worked plus a proration of the full-time holiday benefit up to eight (8) hours based upon their average weekly hours for the previous two (2) weeks' work.

C. Hours which an employee does not work, but for which he or she is compensated under this Article, shall not be considered hours worked for the purposes of computing overtime.

## ARTICLE 10: VACATION

**SECTION 10.1 - Eligibility.** All full-time employees who have continuously been employed by the Company, or by the predecessor(s) to the contract between the Company and the Social Security Administration, shall be entitled to annual vacation pay 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 twelve (12) years of service: 160 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each subsequent anniversary of the date of hire with the Company or predecessor to the Contract between the Company and SSA. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay. Vacation pay for full-time employees will not be prorated.

**SECTION 10.2 - Vacation Scheduling.** Vacation leave shall be taken at such times mutually convenient to the employee and to the Company; provided, however, the Company shall retain the final right to approve, deny, schedule and cancel all vacations. Employees may not take vacation in increments of less than twenty-four (24) hours. A vacation request shall be made at least thirty (30) days in



advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. Upon proper notification of requested, the Company agrees to promptly notify the employee of whether the requested vacation has been approved. No more than four percent (4%) of the workforce may be on vacation at any time. Conflicts in vacation scheduling shall be resolved by the Company at its discretion.

**SECTION 10.3 - Part-Time Employees.** Eligible part-time employees shall be entitled to pro-rated vacation pay at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight-time rates of pay.

**SECTION 10.4 - Vacation Accrual.** An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, and each continuous year of employment thereafter, at the employee's annual anniversary date, the employee's vested but unused vacation shall be paid to the employee. Such vested but unused vacation shall be paid by a separate check on the first payroll date following the employee's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

**SECTION 10.5 - Rate of Pay.** Employees shall be compensated for vacation at the straight-time rate of pay then effective on the date the vacation is vested. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. The Company, in accordance with its normally scheduled payroll dates, shall pay vacation leave.

## ARTICLE 11: HEALTH AND WELFARE BENEFITS

**SECTION 11.1 - Medical Insurance.**

Current:	\$4.66 per hour
February 24, 2015:	\$4.96 per hour

A. The Company agrees to make a health and welfare benefit contribution for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year.

This contribution will be made to the SPFPA and Participating Employers Health and Welfare Plan for the benefit of the represented employee. The Company agrees to fully adhere to the Plan Rules and Amendments while participating in the Trust. The company shall forward the contributions within 15 calendar days from the prior month H&W earnings.

B. Health and welfare benefits shall not be paid on any hours associated with training, overtime, vacation cash out, bereavement leave, personal leave, or sick.

C. An employee may waive SPFPA health insurance coverage and receive their contribution in their 401k provided employees has ACA group medical insurance coverage that meets the SPFPA Trust requirements for waiving health insurance coverage.

D. If an employee who elects benefits that exceeds the total H&W monies to him/her, the excess cost will be paid by the employee through a payroll deduction by the Employer. In addition, any residual monies shall be paid to the employee's 401k.

#### **SECTION 11.2 - Retirement Benefits.**

<b>Current:</b>	<b>\$0.80 per hour</b>
<b>February 24, 2015:</b>	<b>\$0.90 per hour</b>

A. The Company agrees to a retirement benefit contribution for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year. This contribution will be made to the Security Police Fire Professionals of America Retirement Plan for the represented employees.

B. Retirement contributions are not paid on any hours associated with training, overtime, vacation, bereavement leave, personal leave, sick leave - or paid jury duty hours.

C. The Company agrees to participate in the Security Police Fire Professionals of America Retirement Plan. The company shall forward the pension

monies to the 401k plan within 15 calendar days from the prior month pension earnings.

**Section 11.3 Uniforms.** In the event negligence or malfeasance on the part of the employee results in damage to uniforms or equipment provided by the Employer, replacement uniform or equipment is needed other than for reasons of normal wear and tear, or an employee fails to return uniforms or equipment at the time of separation, the employee will be responsible for reimbursing the Employer for the cost, less reasonable depreciation reflecting the time in use, of the replacement uniform or equipment, through authorized payroll deductions. Employees shall, in all cases, use uniforms and equipment of the Employer with care.

The Company shall provide replacement uniforms upon normal wear and tear and whereas the employee has turned in worn-out uniforms at no expense to the employee.

**Section 11.4 Gear Up and Down.** Guard Mount/Gear up /Gear down, will be held (15) minutes prior to every shift. Failure to attend guard mount will be considered tardiness and may result in progressive discipline. Each officer will be paid (15) minutes of Gear up and paid (15) minutes of Gear Down per shift, for a total of thirty (30) minutes per shift.

**Section 11.5 Building Closure.** The Employer shall pay all hours and days that the building is closed by the President, the Office of Personnel Management (OPM), and the US Congress or by an Act of God at the base hourly rate on the condition that the Company receives payment from the Government for those services. Employees may voluntarily use earned paid leave to supplement lost time not paid by the Government. (Vacation, Personal/Sick),

## **ARTICLE 12: DISCHARGE, DISCIPLINE AND RELATED MATTERS**

**SECTION 12.1 - Just Cause.** No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the discipline imposed by the Company for a proven violation of any of the following:

A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.

B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a penalty against the Company by the United States Government or SSA), insubordination (including, without limitation, deliberate failure to carry out assigned tasks), and conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at Government or Company expense.

C. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.

D. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.

E. Theft, vandalism, or criminal acts.

F. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy set forth in Article 19.

G. Improper use of official authority or credentials.

H. Unauthorized use of communications equipment or Government property.

I. Misuse of weapon(s) or possession of a private firearm on the job.

J. Violation of Government security procedures or regulations, including, without limitation, those set forth in the Contract Guard Information Manual.

K. Violation of state or federal laws regarding the possession or use of a firearm.

L. Unauthorized post abandonment.

M. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.

N. Falsification of time records.

O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.

P. Sexual, racial or verbal harassment in violation of Company policy.

It is expressly agreed and understood that the Company shall have the right to establish from time to time other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same.

**SECTION 12.2 – Progressive Discipline.** It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees (i.e. Written Records of notice, and degrees in terms of Suspensions prior to termination where warranted). However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, sleeping on duty, etc.) Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving SSA's rights under the Prime Contract except as otherwise stated in this agreement.

1st offense: written warning  
2nd offense: one day suspension  
3rd offense: three day suspension  
4th offense: five day suspension  
5th offense: termination

**SECTION 12.3 - Absenteeism.** Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to cancel work or report to work after his/her scheduled reporting time without providing the Company with a minimum of four (4) hours advance notice. The Employee may request, in writing, to the Program Manager, that any disciplinary action not resulting in suspension may be considered for removal from further consideration after twelve (12) months, provided that no attendance violations have occurred.

**SECTION 12.4 - Voluntary Quits.** An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance and arbitration procedures of this Agreement, if:

A. The employee works for a competitor of the Company at the same time that he or she is working for the Company.

B. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.

C. The employee becomes ineligible to work on the Company's SSA contract whenever he or she has failed to successfully complete training, testing and other qualifications mandated by the SSA in its contracts with the Company.

D. The employee fails to report to work within twenty-four (24) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the Company's Director of Human Resources, verified by the Company.

E. The employee fails to respond within five (5) days of receiving a notice of recall.

It is expressly agreed and understood that the Company shall have the right to establish from time to time other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same.

**SECTION 12.5 - Investigatory Interviews.**

A. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward, if such officer or shop steward is requested by the employee.

B. It is understood and agreed that the Company has a right to impose disciplinary action with or without conducting a disciplinary investigation. However, the Company agrees to impose disciplinary action within seven (7) days after the date that it concludes its disciplinary investigation and determines that a disciplinary offense has occurred.

**SECTION 12.6 - Standards of Conduct.** It is acknowledged and recognized that the Company is in the business of providing security services to the United States Government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. It is further expected that the employees shall maintain a highly professional appearance. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 12.1.

**SECTION 12.7 - Government Action.** If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency.

### **ARTICLE 13: GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

**SECTION 13.1 - Grievances.** A grievance shall mean a disagreement or dispute raised by the Union or an employee which arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement or the employment relationship between the Company and employee, including but not limited to claims of unlawful employment discrimination as set forth in Article 5 of this Agreement.

Except as otherwise expressly stated in this Agreement, the procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted by the Union or any employee. A grievance shall be resolved in the following manner:

Step 1 - Notice to Supervisor: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's direct Supervisor within five (5) working days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The Supervisor shall respond in writing to the grievance within five (5) working days of his/her receipt of the grievance.

Step 2 - Notice to Program Manager: If the grievance is not settled at Step 1 or if the Supervisor does not respond within five (5) working days of the Step 1 notice, the employee and/or his or her Union representative shall, within five (5) working days of the date the Supervisor responded or the date on which the Supervisor should have responded, whichever is sooner, submit the grievance in writing to the Company's Program Manager or his/her designee. The Company's Program Manager shall respond to the grievance within five (5) workdays of receipt of the grievance.

Step 3 - Notice to Director of Labor Relations or His/Her Designee: If the grievance is not settled at Step 2 or if the Program Manager does not respond within five (5) working days, the Union shall, within five (5) working days, present the grievance in writing to the Company's Director of Labor Relations or his/her designee. The Company's Director of Human Relations or his/her designee shall respond in writing to the grievance within five (5) working days. Should the Company fail to respond to a step 3 grievance past the timelines the last union's relief shall be granted.

A. Written Presentation. All grievances shall set forth: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the names of the aggrieved employees; and the remedy sought. All grievances shall be signed and dated by the employee or shop steward. All written answers submitted by the Company shall be signed and dated by the appropriate Company representative, and shall be presented to the aggrieved employee and the Union.

B. Provisions of the Essence. The time limitations set forth in this Article 13 are deemed of the essence to this Agreement. No grievance shall be accepted by the Company unless it is submitted within the time limitations and written presentation provisions set forth in Section 13.1. If the grievance is not timely and properly submitted at Step 1, it shall be deemed waived. If the grievance is not timely and properly submitted at Step 2 or 3, it shall be deemed finally settled in accordance with the Company's Step 1 or 2 response, if any, respectively, and the parties shall be bound thereby without recourse to Section 13.3.

C. Representation. An employee shall be permitted to have a Union representative at each step of the grievance procedure. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the Union to submit a grievance or demand for arbitration under Section 13.3 of this Agreement,



or otherwise represent an employee with respect to any grievance or demand for arbitration.

**SECTION 13.2 - Voluntary Grievance Mediation.** If, after receipt of the Director of Labor Relation's response, the grievance is not settled at Step 3, upon the mutual agreement of the Company and Union, the Parties may submit the grievance to the Federal Mediation and Conciliation Service for resolution through non-binding mediation. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration pursuant to Section 13.3.

**SECTION 13.3 - Arbitration.** If, after receipt of the Director of Human Relation's response, the grievance is not settled at Step 3, the Union may, within ten (10) working days after the receipt of the Director of Labor Relation's response at Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company ten (10) working days after the Union or aggrieved employee receives the Company's Step 3 answer. Such notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Company with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

Except as otherwise expressly provided herein, the American Arbitration Association's Rules for the Resolution of Employment Disputes shall control the resolution of any and all disputes submitted to arbitration under this Agreement. The Arbitrator shall conduct a hearing on the grievance. The decision or order of the Arbitrator shall be final and binding and shall be in writing. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

It is expressly agreed and understood by the Parties that the failure of the Arbitrator to issue the award within sixty (60) days shall render any award issued null and void. It is further agreed that, as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) days of the close of the hearing or receipt of briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may re-submit the dispute to arbitration before another arbitrator within ten (10) working days of the expiration of the sixty (60) day period.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits or presentation requirements contained in this Article may be waived or extended except by mutual agreement in writing. All fees and expenses of the Arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the Parties. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties.

#### **ARTICLE 14: SENIORITY**

##### **SECTION 14.1 - Definitions.**

A. Seniority. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies to the contract between the Company and SSA. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The probationary period referred to in this section may be extended if the Company encounters a delay in the government performing background checks and granting written authorization on newly hired employees.

B. Shift Openings. A shift opening is defined, for purposes of this Agreement, as a full-time shift. It is expressly agreed and understood that the Company may rotate or transfer employees among posts on a specific shift.

##### **SECTION 14.2 - Layoffs & Recall.**

A. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before part-time and full-time employees.

B. It is the responsibility of the laid off employee to keep the Company advised of any changes in their mailing address. The employee shall reply to the Company their intent to return to working within three (3) business days after receipt of certified notice from the Company of recall. The employee will then

have a maximum of five (5) working days to report for duty.

**SECTION 14.3 - Filling of Shift Openings.**

A. Shift Openings will be posted for a period of seven (7) calendar days. MVM retains the right to temporarily fill any immediate vacancies until such time as the bidding process is complete. From among the employees qualified for the posted shift opening who submit bids for the shift opening, the Company will award the job to the most qualified bidder, as measured by the employee's job knowledge, punctuality, skill, ability, professional working performance and responsiveness to schedules; provided that, if two or more bidders are equally qualified, the Company will award the shift opening to the employee with seniority. In this circumstance, the Company may fill the successful employee's prior shift and one subsequent opening created by this personnel action by selecting any member of the bargaining unit without regard to seniority.

B. An employee who is awarded a shift opening for which he or she bid must accept it. After being awarded a shift opening, an employee may not bid for another shift opening for a period of six (6) months. An employee who is unable to perform the position to which he or she bid to the satisfaction of the Company within ninety (90) days after being awarded the job shall be transferred to another permanent position if available or terminated.

C. Notwithstanding this Section 14.3, and without regard to the provisions thereto (including posting requirements), the Company retains and reserves the right to promote personnel who, in the Company's sole discretion and judgment, will best serve the Company's requirements and standards.

**SECTION 14.4 - Scheduled Overtime.**

A. The Company reserves and retains the right to offer and/or require employees to work overtime, consistent with its business needs, and without regard to seniority-, in the event that (1) the Company has less than forty-eight (48) hours advance knowledge that such overtime (i.e., work over forty (40) hours per work week) is required, or (2) for other unanticipated reasons or special circumstances, including, but not limited to, an employee has failed to report to work. It is expressly agreed and understood that the Company shall have the right to hold over employees until relieved and/or require an available employee to provide coverage of an open post.

B. In the event that the Company has advance knowledge of forty-eight (48) hours that overtime will be required, such work will be offered consistent with seniority whenever possible, provided: (1) the Company deems the employee qualified to perform such work; and (2) the employee has previously requested to be scheduled for overtime assignments.

C. For a period of one (1) week each quarter, employees shall be permitted to submit to the Company a request to be scheduled for available overtime on a form to be provided by the Company. The Company shall provide to the Union, quarterly, the roster of employees who request to be scheduled for overtime. The Company shall refer to this list when scheduling overtime hours consistent with this section. However, if an employee refuses to work hours offered on two (2) separate occasions, the employee shall be removed from the roster, and the Company will no longer be obligated to schedule the employee for overtime in the event that overtime hours become available in the future.

D. It is expressly agreed and understood that employees whose names do not appear on the said overtime request list, may nevertheless be required to work overtime consistent with the provisions of this Article. It is further expressly agreed and understood that the Company may, consistent with its business needs, use supervisory and managerial personnel outside of the bargaining to avoid a vacant post or to minimize overtime, provided such personnel are otherwise qualified to man the post consistent with the guard services contract between the Company and SSA and the company did not have forty-eight (48) hours advance notice of the vacant post or need for overtime.

**SECTION 14.5 - Termination of Seniority.** An employee's seniority shall be terminated and his or her rights forfeited upon the occurrence of any of the following events:

A. discharge for cause, quit, retirement or resignation;

B. employee fails to express his or her intent to return to work, and/or does not return to work after recall in accordance with the requirements in this Article;

C. except for layoff, any time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less) following the last day of actual work for the Company, regardless of reason;

D. employee transfers out of the bargaining unit, except as provided in this Article; or employee fails to return to work upon expiration of a leave of absence.

**SECTION 14.6 - Seniority List.** The Company shall provide the Union -a current seniority list twice per year and upon request. Such list shall include each employee's name, home address and phone number, date of hire and employees pay rate and classification of hours status.

The Local Union President shall verify to the Company the accuracy of each seniority list presented to the Union within thirty (30) days of receipt by the Union.

**SECTION 14.7 - Return of Personnel to the Bargaining Unit.**

A. A person who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company, may be transferred, and notwithstanding any other provision of this Agreement, to any job classification that the employee previously held. If the transfer of such person to the bargaining unit requires the layoff of an employee, the employee with the least seniority in the seniority pool to which the transfer occurs will be transferred or laid off; provided that, if the transferee does not have more seniority than the employee with the least seniority in that seniority pool, the Company may not affect the transfer.

B. 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; provided that, if the employee is employed in the management position for more than ninety (90) days, the employee shall lose his or her seniority.

**ARTICLE 15: CONTINUITY OF OPERATIONS**

**SECTION 15.1 - No Strikes.**

A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the

term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term 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 this Article.

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

**SECTION 15.2 - No Lockouts.** During the term of this Agreement, the Company shall not lockout any employee.

#### **ARTICLE 16: SCOPE OF AGREEMENT**

##### **SECTION 16.1 - Joint Labor Management Meetings.**

A. The parties agree to establish regular labor-management meetings at the worksite. The Site Manager and Union President and/or additional union and company officials, to the extent feasible and practicable, will attend and participate in these meetings. The meetings will be held on a monthly basis whenever possible, and no less frequently than on a quarterly basis, at mutually convenient dates, times and places.

B. The discussions shall focus on general labor and employee relations concerns in the workplace and efforts by the parties to develop mutually beneficial policies and procedures to insure worker satisfaction and to enable the company to provide high quality security services to the government.

C. Wherever possible, the parties agree to provide in advance an agenda of the subjects to be discussed. The purpose of the agenda is to insure that an orderly and efficient meeting occurs, but not to limit the matters that can be raised or discussed by either party.

**SECTION 16.2 - Separability.** In the event that any provision of this Agreement (including any appendix attached hereto) is declared at any time to be invalid by any court of competent jurisdiction or through government regulations or decree (including without limitation, non-approval as a wage determination by the United States Department of Labor), the Parties agree to renegotiate such provision of this Agreement for the purpose of making it/them conform to the decree, decision, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

**SECTION 16.3 - Waiver of Bargaining Rights and Amendments to Agreement.** The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 16.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

**SECTION 16.4 - Successors and Assigns.** Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

**SECTION 16.5 - Integration.** This Agreement and the appendices attached hereto contain the entire understanding, undertaking, and agreement of the Company and the Union, and finally determine all matters of collective bargaining for this term.

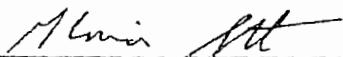
Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

**SECTION 16.6 - Duration.** This Agreement shall be effective as stated in the Preamble of this Agreement and supersede any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on February 23, 2018.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to sign this Agreement in full acknowledgement of their intention to be bound by the Agreement.

FOR:

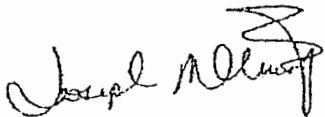
International Union, Security, Police and Fire Professionals of America (SPFPA)



By: Gloria Scott

Title: President Local 555

Dated: February 13, 2015

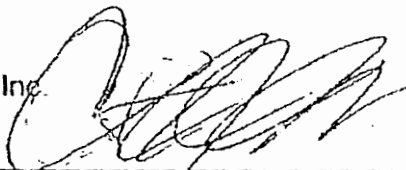


By: Joseph McCray

Title: SPFPA Vice President Region 4

Dated: February 13, 2015

FOR:  
MVM, Inc.



By: Christopher McHale.

Title: General Counsel

Dated: February 13, 2015





Date: 4-15-2015

To: All SSA MVM Employees

From: Michael D. Elliott, PM

Subj: Absenteeism

This memorandum **is not applicable to FMLA approved** absences.

In accordance with CBA Section 12.3 the following MVM Management practices will be utilized for Absenteeism.

MVM Management will utilize a rolling 12 Month period to determine the number of occurrences for purposes of Progressive Discipline. Call Offs for Personal, Sick, and Leave Work Early each will be considered an Occurrence and will be combined to trigger Progressive Discipline at Occurrence #8 during the 12 Month Period. No Call / No Show and Late Arrival for Shift without calling are considered more egregious and will fall in Progressive Discipline beginning with a Three Day Suspension and One Day Suspension respectively. Calling in a timely manner and arriving late will be considered as an Occurrence.

**Call Off – Personal** - When an officer calls off, IAW Section 12.3, and states the reason is other than Illness or Injury, Section 8.7, personal days may be utilized.

- Occurrence 1-4, officer may use Personal Leave IAW Section 8.5 or Leave Without Pay if all Personal Leave has been previously utilized.
- Occurrence 5-7, officer must use Leave Without Pay.
- Occurrence 8 – Progressive Discipline will be initiated IAW Section 12.2.

**Call Off – Sick** – When an officer calls off, IAW Section 12.3, and states the reason is Illness or Injury, Section 8.7, Sick, personal or vacation leave may be utilized IAW the provisions of the CBA. Leave Without Pay is subject to the provisions of Section 8.6 and 8.7 with the APM or PM as the approval official.

- An individual that calls out sick and is off three plus days would only count as one occurrence. The individual must bring in a MD note upon return

**MVM, INC.**  
Security and Staffing Services  
44620 Guilford Drive . Suite 150 . Ashburn, VA 20147  
Tel (571) 223-4500 . Fax (571) 223-4487 . Va Lic. #11-1259  
www.mvminc.com



**Leave Work – Early** – When an Officer requests to leave their post early without advanced notice IAW Article 8 of the CBA, it will be considered an Occurrence for discipline purposes. The type of leave or Leave Without Pay will be dependent on the situation and provisions of the CBA will be applicable.

- Leave Work - Early is treated as another occurrence and would add into the 8 count discussed above.

**No Call / No Show** – When an Officer fails to call off IAW Section 12.3 and does not report to work.

- Occurrence 1 – Three day suspension
- Occurrence 2 – Five day suspension
- Occurrence 3 – Termination

**Arrive Late for Scheduled Work** – When an Officer fails to call off IAW Section 12.3 and reports to work late for his/her shift.

- Each Occurrence is an offense IAW Section 12.2.

**MVM, INC.**  
Security and Staffing Services  
44620 Guilford Drive . Suite 150 . Ashburn, VA 20147  
Tel (571) 223-4500 . Fax (571) 223-4487 . Va Lic. #11-1259  
[www.mvminc.com](http://www.mvminc.com)

MEMORANDUM OF UNDERSTANDING (MOU)

between

MVM, Inc.

and

International Union, Security, Police and Fire Professionals of America (SPFPA) & its  
Amalgamated Local 555

The parties agree that this MOU shall become part of the Collective Bargaining Agreement (CBA), effective on February 24, 2015 and expires on February 23, 2018, between them at the Social Security Administration's National Headquarters, Security "West" and National Computer Center facilities in Woodlawn, Maryland.

The parties agree to the amend Article II, Section 11.4, (Gear-Up and Down) Article 12, Section 12.5 (B) and Article 14, Section 14.1 Seniority which shall now read as follow:

Section 11.4

Guard Mount - Gear Up/Gear Down: employees shall be paid fifteen (15) minutes to gear up and gear down on every shift. Failure to arrive to designated post assignments prior to the start time will be considered tardiness and may result in progressive discipline.

Effective June 7, 2015 the following posts will be allotted twenty (20) minutes for gear up / gear down:

East Building - Main

\* ACP-52A

\* ACP-52B

\* ACP-57A

\* ACP-57B

\* ACP-58A

\* ACP-58B

\* LD-06

Supply Building - Main

\* SPL-01

\* SPL-02

\* SPL-03

\* SPL-04

\* SPL-05

\* SPL-06

NCC

Security West

\* 19A

\* 19B

\* 6A

\* 7A

\* 7B

Section 12.5(B)

It is agreed and understood that the company will impose any discipline pursuant to this section within completion of the employees first regularly scheduled work shift following seven (7) calendar days.

Section 14.1

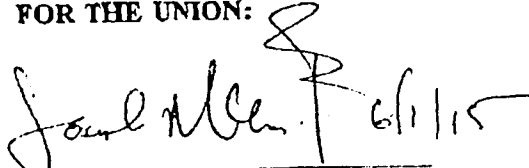
Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies to the contract between the Company and SSA. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates retro back to the first day of work performed on the contract. The probationary period referred to in this section may be extended if the Company encounters a delay in the government performing background checks and granting written authorization on newly hired employees.

6/1/15  
6/2/15


**Section 7.1: Section 11.1: Section 11.2**


The parties further agree to Re-open for negotiations the rates specified in Section 7.1, Section 11.1 and Section 11.2 sixty (60) days prior to the end of each Prime Contract year.

**FOR THE UNION:**

  
\_\_\_\_\_  
Joseph McCray                      Date  
SPFPA, Vice President Region 4                      6/1/15

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Christopher McHale                      Date  
Vice President, General Counsel                      6-2-15

  
\_\_\_\_\_  
Gloria Scott                      Date  
President, Local 555                      06/01/2015