

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2006-294
William W.Gross		Revision No.: 0
Director		Date Of Last Revision: 5/1/2006
Division of		
Wage Determinations		

State: Nevada

Area: Nye

Employed on Department of Energy National Nuclear Security Administration Service Center contract for Protective Force guard services for Department of Energy National Nuclear Security Administration controlled facilities.

Collective Bargaining Agreement between contractor: Wackenhut Services, Incorporated, and union: Independent Guard Association of Nevada Local Local #1, effective 7/1/2001 through 6/30/2006.

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).



**AGREEMENT
BETWEEN**

**WACKENHUT SERVICES,
INCORPORATED**

AND

**INDEPENDENT GUARD ASSOCIATION
OF NEVADA LOCAL NO. 1**

2001 - 2006

LAS VEGAS, NEVADA



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PREAMBLE

This Agreement is entered into this, first day of July 2001, by and between Wackenhut Services, Incorporated, hereinafter referred to as the "Company" and the Independent Guard Association of Nevada, Local No. 1, hereinafter referred to as the "Union" as the sole and exclusive representative for the purposes of collective bargaining for the Company's employees employed at the locations described in paragraph 2.1.

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ARTICLE 1
INTENT AND PURPOSE OF THE AGREEMENT

- 1.1 It is the intent and purpose of this Agreement to assure a sound and beneficial industrial relationship among the parties by setting forth the basic wages, hours and other terms and conditions of employment and by providing an orderly and peaceful means of adjusting and resolving grievances which may arise during the life of this Agreement.
- 1.2 This Agreement shall be binding upon the parties hereto, their successors and assigns, and no provisions, terms or obligations shall be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, succession or assignment of either party, or affected, modified, altered or changed in any way by any change of any kind in the legal status, ownership or management of the Union or Company.

ARTICLE 2
RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Company engaged in protective force service for the Department of Energy at the Nevada Test Site, Las Vegas offices, Yucca Mountain Project and its offices and facilities incidental thereto, including assignments to off-site projects of the DOE Nevada Operations Office where personnel hereunder are utilized by the Company, but excluding all clerical employees, Majors, Captains, Lieutenants, Training and Physical Fitness personnel, the Logistical Maintenance Specialist and Supervisors as defined by the National Labor Relations Act.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 Except as limited by the specific provisions expressed in this Agreement, all management rights and authority to administer and manage the business, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested in the Employer.

ARTICLE 4 UNION REPRESENTATION

4.1 Official representatives of the Union shall be allowed to visit the Company's premises and offices and, with proper DOE Security Clearance, to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company. Union officials and Stewards will be allowed reasonable time off to perform Union duties without cost to the Company providing advance notice is given to permit programming such absences in the master schedule. The practice of permitting a Union representative to address new classes of Security Police Officer/ Security Officer Trainees at the time of initial training will be continued.

Union business involving discussion with Company officials will be conducted on Company time, provided only one Union representative is involved (two (2) when necessary to discuss policy issues, etc.). The place and time of meetings referred to herein will be established by mutual agreement of the parties.

4.2 Not more than three (3) employees from each shift will be elected or appointed as Stewards by the Union. In addition, one (1) employee will be appointed as Chief Steward to represent all shifts and reporting points. Employees may be appointed as Acting Stewards for off-site locations. The Union will keep the Company currently advised of the identity of the Stewards and Chief Steward, as well as the Executive Board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union.

4.3 When the Union and the Company mutually deem it necessary for a Union representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company will, at the written request of the Union, make a specific request to DOE for such entry for the occasion. All security regulations must be complied with. The Company will be considered to have fulfilled its obligation under this provision by making the request to the client referenced herein.

**ARTICLE 5
EMPLOYMENT PROCEDURES**

- 5.1 The Union will have the right at any time to refer to the Company qualified applicants for employment; however, the Company shall be the sole judge of the competency, suitability and qualifications of all applicants, irrespective of their source. Neither an applicant nor incumbent employee will be preferred, nor discriminated against by the Company or the Union, because of membership or non-membership in the Union.
- 5.2 The Company will provide the Union with a list of newly hired Security Police Officer/Security Officer Trainees and rehired Security Police Officers/Security Officers, to include home addresses. The notification will include the employee's classification, rate of pay and date of hire or rehire, and will be furnished within three working days of the date of hire or rehire.
- 5.3 Rehired employees will be considered the same as newly-hired employees for the purpose of wages and benefits, e.g., vacations, sick leave, etc.

Individuals rehired by the Company within a period of less than three (3) years of their most recent termination, and not otherwise eligible for recall and seniority rights under the provisions of the CBA, will be placed in an individually structured initial training program. Upon completion of the individually structured program, the employee will be eligible for work in the field as a Probationary SPO. Employees rehired under this provision will be paid at the Probationary SPO wage rate effective their date of rehire.

Individuals rehired by the Company after a period of more than three (3) years of their most recent termination date will be required to attend the SPO Initial Training Course. They will be subject to the same provisions of the CBA as new hires.

ARTICLE 6
JOINT LABOR - MANAGEMENT COMMITTEE

6.1 A joint Labor-Management Committee will meet to study and discuss mutual solutions to problems affecting Labor-Management relations in a sincere attempt to improve the basic relationship.

(a) Representation

Union: President, Secretary-Treasurer, and one (1) Executive Board Member.

Company: General Manager, Deputy General Manager, the Labor Relations Specialist and other members of management as appropriate. Respective substitutes may be chosen by the Company and the Union, but it should be recognized that to be effective there needs to be continuity of membership.

(b) Date and Time of Meetings

Meetings shall be held once a month if requested by either party, at a time and place mutually acceptable to both parties. One of the aforementioned meetings each quarter may include the Union Executive Board. The Union shall be responsible for compensating Executive Board members, in excess of three (3), for time spent attending this meeting. Either party may submit a written agenda in advance, listing topics for discussion at these meetings. It is further recognized that either party may initiate a topic not on the agenda if it is a current item that would be of benefit to be discussed as soon as possible.

(c) General Guidelines

Any subject which constitutes an obstacle to harmonious relations between the Company and Union may be discussed at these meetings. This includes complaints currently in the grievance and arbitration process. However, it is not intended that these meetings supplant the grievance and arbitration procedure as set forth in this Agreement. Discussion should be constructive and sincere in trying to arrive at mutually satisfactory solutions.

(d) Union committee members who are on duty at the location where the meeting is to be held will be allowed to participate on Company time.

ARTICLE 7
AUTHORIZATION FOR CHECK-OFF OF UNION
DUES/ FEES

- 7.1 Upon proper authorization received by the Company, authorizing the check-off of Union dues on behalf of the Union, the Company will deduct the dues in an amount established by the Union from the third weekly pay period of the month. The Company shall remit such monies to the bank designated by the Union, for deposit to the account of the Independent Guard Association, Local No. 1, no later than the following payroll period from which the deduction was made. Initiation fees will be deducted as designated by the Union.
- 7.2 The Company will furnish the Secretary-Treasurer of the Union at the time of each remittance a deduction list, setting forth the name and amount of dues and initiation fees covering the period of each remittance.
- 7.3 The Union agrees to indemnify the Company and hold it harmless from any and all claims which may be made against it by any party for amounts deducted from wages as herein provided. The Union will assume all financial obligations for any charges for legal services which might result from application of this Article, provided the Union is allowed to select or approve legal counsel as required, and provided the Union will be notified of any such action so it may attempt to effect a reasonable settlement with the employee.

ARTICLE 8
QUALIFICATIONS FOR EMPLOYMENT AND
CONTINUED EMPLOYMENT

8.1 The Company has the right to determine an employee's qualifications for initial employment. The Company has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives.

Copies of directives regarding implementation or changes thereto will be made available to the Union.

8.2 Employees who meet the standards and qualifications for Security Police Officer, as set forth in 10 CFR Part 1046, and other DOE directives will be armed protective force personnel only. Employees who are directed to meet the offensive combative standard (physical fitness) will be allowed sixty (60) days, with an optional thirty (30) days at General Manager's discretion, to safely achieve the required physical fitness standard under 10 CFR 1046. If they fail, and there is no defensive position available based upon their seniority, they will be terminated. Said employees will be eligible for termination pay based upon their length of service providing they have a minimum of ten (10) years of continuous service. Termination pay will be based on forty-eight (48) straight time hours per week at the employees basic hourly rate (excluding longevity). Termination pay will be paid as follows: Employees with ten (10) years will receive ten (10) weeks with an increase of one (1) week for each additional year completed to a maximum of seventeen (17) weeks.

Employees who do not meet the medical qualifications for Security Police Officer but do meet the medical qualifications for Security Officer as set forth in 10 CFR Part 1046 will be Security Officers, who will be unarmed protective force personnel, except that they may be equipped with nonlethal weapons. If such employees refuse to accept a Security Officer assignment, they will be terminated. In the event no Security Officer positions are available, based on their seniority and qualifications, employees classified as Security Officers will be reduced in force.

(a) Employees placed on Security Officer status, pursuant to paragraph 8.2 or the Reclassification MOU, will be assigned by the Company to designated Security Officer assignments for which they can be trained and qualified, according to their seniority, among other Security Officers and regardless of the seniority of those armed protective personnel currently holding these positions.

- (b) Armed protective personnel may work in Security Officer positions. However, Security Officers will not be utilized to fill assignments requiring the carrying of a firearm.
- (c) To the extent possible, nothing contained in the above provisions shall modify the rights in Article 14, Seniority, by Security Officers' relative to each other.

8.3 Periodic physical and/or mental examinations of employees may be required, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. For Las Vegas Protective Force personnel, when a physical examination must be conducted at the NTS while on their scheduled day off, the employee will have the option of reporting to station 800 and be provided transportation, if requested, or report direct to the NTS. When an employee elects to report direct, they will report the time of departure and return to station 800. In either case, an employee will be paid from the time of departure until check out.

Tests, when requested by the designated physician, will be a part of the physical to be paid for by the Company and administered on Company time. If as a result of these tests, an employee is designated as a Security Officer and the employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the employee's own time, at the employee's own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046.

Nothing herein shall be construed to prohibit the Company from requiring one or more employees to take a physical and/or mental examination more frequently than other members of the force when the Company has reasonable suspicion to believe that such examination is necessary.

The Company also has a right to randomly drug test and when the Company has reasonable suspicion to believe that such examinations are necessary. Alcohol screening will only be conducted when reasonable suspicion exists. For the purpose of this Article, reasonable suspicion is defined as follows:

- (a) The employee is involved in an accident/incident causing a fatality, injury or property damage, or the unauthorized discharge of a weapon.
- (b) The employee is observed engaging in abnormal or erratic behavior, or exhibiting signs of impairment such as difficulty in maintaining balance or slurred speech, or has the odor of drugs/alcohol, or exhibits apparent difficulty to do assigned work.

- (c) The employee is observed or reported to have used a prohibited substance.

Adequate safeguards will be maintained to assure the accuracy of the tests.

At Company discretion, an employee may be removed from the schedule for reasonable suspicion after drug or alcohol testing. If the test result(s) are negative, the employee will be made whole.

- 8.4 Employees who fail to meet the medical qualification standards for Security Officer, as set forth within 10 CFR Part 1046, or other DOE directives, will be discharged unless their physical or medical deficiencies are specifically waived. Employees discharged as described in this paragraph are entitled to severance pay under Article 45.
- 8.5 It is recognized by the parties to this Agreement that Department of Energy Regulations are the basic authority for establishment and continued implementation of medical/physical/mental standards and requirements for employees. Any employee placed in a Security Officer position, or who has been terminated for failure to meet DOE medical/physical/mental standards, may utilize the appeals procedure provided in 10 CFR 1046, or other applicable DOE directives. The denial of a waiver or appeal by the Department of Energy, or the ruling that an employee does not meet the medical/physical/mental qualifications shall not be subject to the provisions of the Grievance and Arbitration Procedure (Article 9) of this Agreement.
- 8.6 If during the term of this Agreement the medical/physical/mental standards in 10 CFR Part 1046 and other applicable DOE directives are repealed, modified, amended, or suspended by judicial or administrative action (DOE), the Company and the Union will meet and confer regarding such changes.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

9.1 A grievance shall be construed to mean any dispute between the Company and the Union or between the Company and any employee or group of employees concerning the effect, interpretation or application of any of the terms of this Agreement. It is understood and agreed that any matter which is not covered by this Agreement shall not be a subject for the grievance procedure in this Agreement.

9.2 All disputes or disagreements over the interpretation, application or compliance with the provisions of this Agreement shall be settled as hereinafter provided with the following exceptions:

Step 1 may be bypassed by the Union if the grievance is general in nature affecting the interests of the bargaining unit as a whole or any segment thereof. Grievances not classified as "general" in nature will be filed as individual grievances at Step 1 of this procedure, subject to paragraph 9.2(b), below. Individual grievances carried to Step 2 must be signed by the employee(s) involved and by the Union representative processing the grievance.

Any grievance involving suspension or other potential accumulating back pay liability shall be commenced at Step 2, and the written grievance shall be presented to the Deputy General Manager or the designated representative within ten (10) days, excluding Saturday, Sunday and Holidays, after the date the employee is notified of the discipline in writing.

Any grievance involving discharge shall be commenced at Step 3 and the written grievance shall be presented within ten (10) days, excluding Saturday, Sunday and Holidays, after the date the employee is notified of the discharge in writing.

Steps 1 and 2 may be bypassed by the Company in grieving alleged violations of the Collective Bargaining Agreement by the Union. In this case, the Company will reduce the grievance to writing, setting forth the facts and the Article or Articles alleged to be violated and present it to the President of the Union or the Union designee within ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the incident. The President of the Union or the designee shall have ten (10) days, excluding Saturday, Sunday and Holidays, after the receipt of the Company's grievance to reply in writing. If the Company is not in agreement with the Union's reply to the grievance, the Company may, within ten (10) days, excluding Saturday, Sunday and Holidays, after receipt of the Union's reply to its grievance, notify the President of the Union in writing of its intent to invoke arbitration and that the Federal Mediation and Conciliation Service or the American Arbitration Association will be requested to submit a panel of eleven (11) names of

arbitrators from which an arbitrator will be selected in accordance with the procedure outlined in paragraph 9.8.

- 9.3 Step No. 1. Any employee shall have the right to present a grievance to that employee's shift Supervisor. A Union representative may be present at any such presentation and may file the grievance for the employee. Any such grievance must be presented or brought to the attention of the Supervisor within, and not later than ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the facts giving rise to the grievance. If not settled by the supervisor within five (5) days, excluding Saturday, Sunday and Holidays, after presentation, the grievance shall be processed as provided hereafter.
- 9.4 Step No. 2. The grievance will be reduced to writing, setting forth the facts and the Article or Articles of the Agreement alleged to be violated and presented to the Deputy General Manager or the designated representative within ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the incident if Step No. 1 is bypassed, or within five (5) days, excluding Saturday, Sunday and Holidays, after the denial at Step No. 1. Any grievance which does not set forth the Article or Articles of the Agreement alleged to have been violated will be returned to the Union for the necessary details and time limits will be suspended for a reasonable period of time, not to exceed five (5) days, excluding Saturday, Sunday and Holidays, for this purpose. If the grievance is not adjusted, the Deputy General Manager or designated representative shall state the decision in writing to the Union within ten (10) days, excluding Saturday, Sunday and Holidays, from the date the written grievance was received.
- 9.5 Step No. 3. The decision of the Deputy General Manager or the designated representative may be appealed within ten (10) days, excluding Saturday, Sunday and Holidays, to the General Manager or the designated representative who shall be allowed ten (10) days, excluding Saturday, Sunday and Holidays, after the receipt of the appeal to respond thereto.
- 9.6 Grievances which have been processed in accordance with the requirements of the aforesaid Steps No. 1, No. 2 and No. 3 and which remain unsettled shall be processed to arbitration by option of either party in accordance with the following procedures and limitations.
- 9.7 The Union, within ten (10) days, excluding Saturday, Sunday and Holidays, after the rejection of the grievance at Step No. 3 shall in writing notify the General Manager or the designated representative of its intent to invoke arbitration. The parties will have fifteen (15) days (excluding Saturday, Sunday and Holidays) from receipt of notice to mutually agree on an arbitrator. If agreement cannot be reached on an arbitrator, the Federal Mediation and Conciliation Service or the American

Arbitration Association will be requested to submit a panel of eleven (11) names of arbitrators from which an arbitrator will be selected in accordance with the procedure outlined in paragraph 9.8 below.

- 9.8 The selection of either the FMCS or AAA shall alternate between the parties with the first selection each contract year made by mutual agreement or by lot. Either party, upon receipt of the panel of arbitrators, may reject the first panel and request a second panel. The party rejecting the first panel must simultaneously notify the other party of the rejection and request a second panel within seven (7) days (excluding Saturday, Sunday and Holidays) of receipt of the first panel.
- (a) Within ten (10) days, (excluding Saturday, Sunday and Holidays), of the receipt of the panel of names of arbitrators, the Company and the Union shall each alternately strike names to arrive at a remaining name. The determination of which party is to first strike a name from the panel shall be made by mutual agreement or by lot. The Federal Mediation and Conciliation Service or the American Arbitration Association shall be notified of the name designated by the parties to be the arbitrator. All proceedings thereafter shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service/American Arbitration Association.
 - (b) By mutual agreement, the parties may waive the use of the FMCS or AAA and refer the matter in dispute to an arbitrator selected from another source.
 - (c) Should either party request a panel from the American Arbitration Association the selecting party shall bear the cost of obtaining the panel.
- 9.9 The arbitrator shall submit his decision in writing within forty-five (45) days after the submission of hearing transcripts and/or briefs if applicable.
- 9.10 The foregoing provisions for arbitration are not intended and shall not be construed in any way as qualifying or making subject to change any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties.
- 9.11 Any dispute between the parties as to the interpretation or construction to be placed upon the award made as herein above provided for shall be submitted to the impartial arbitrator who made the award within 30 days of receipt of the decision, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

9.12 Union Officers and other necessary witnesses appearing on behalf of the Union shall have reasonable time off without pay to appear as witnesses during grievance and arbitration hearings. The company is not responsible for any travel costs or expenses incurred by union officers or witnesses appearing on behalf of the union or the individual grievant.

Any money due an employee as a result of the settlement of a grievance shall be paid not later than two (2) weeks following a written answer to this effect.

9.13 The arbitrator shall have no right to change, add to, subtract from, modify or disregard any part of this Agreement. The decision and award of the arbitrator shall be in writing and shall be final and binding on all parties thereto, including any award with regard to compensation for lost wages. In cases of grievances involving lost wages, the parties may agree to, or the arbitrator may order, reinstatement and/or back pay; but in no event shall back pay be awarded for any period of time prior to the date the loss occurred.

9.14 Fees and necessary expenses incurred by the arbitrator and other necessary expenses of the arbitration shall be paid equally by the Union and the Company.

9.15 The parties may agree to employ the services of a qualified court reporter to record the proceedings of the arbitration hearing. If such is a mutual agreement, the parties (or their attorneys, if retained) will concur in the selection of the court reporter, and the fees and necessary expenses shall be paid equally by the Union and the Company. If only one of the parties desires the services of a qualified court reporter, the fees and other expenses referenced above will be the sole responsibility of the party engaging the reporter. In such instance, all recorded data produced by the reporter will become the sole property of the party bearing the cost of the service; however, should the other party decide, following the hearing, to obtain a copy of the transcript, a copy of same will be available to the party by paying a prorata share of the expenses of the transcript. An arbitrator may not order the services of an official reporter unless such is mutually agreed upon between the Company and the Union.

9.16 The time limits stated in this Article are to be strictly adhered to, except that the same may be varied upon written agreement of the parties hereto. However, the failure of either party to comply with the provisions relating to the selection of an arbitrator as contained in paragraph 9.8 shall constitute authorization to the complying party to unilaterally select the arbitrator from the list provided by the Federal Mediation and Conciliation Service/American Arbitration Association.

ARTICLE 10
EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 The Company and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit unlawful discrimination, and to promote the full realization of equal employment opportunity through a continuing affirmative action program. Upon request, the Company will provide the Union with available statistical information on the EEO program.
- 10.2 The parties hereby agree to comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any other orders which are applicable to government contract operations such as that conducted by the Company.
- 10.3 The parties recognize that any employee or applicant for employment who has been discriminated against has adequate remedies at law, and agree that arbitrators have no jurisdiction in this area. Thus, any alleged violation of this Article shall not be subject to the provisions of Article 9 - Grievance and Arbitration Procedure. Nothing herein shall preclude the parties and the complainant employee from agreeing to meet concerning any alleged discrimination or from entering into a settlement agreement with appropriate waivers. It is understood that nothing herein shall preclude or otherwise limit the Union from raising "disparate treatment" in any just cause arbitration over discipline or a termination.
- 10.4 The Grievance and Arbitration exclusion in this Article shall not apply to alleged discrimination based on upholding Union principles and or Union membership.

ARTICLE 11
SEXUAL HARASSMENT/HOSTILE WORK ENVIRONMENT

- 11.1 The Company's goal is to maintain a work environment which is free from harassment of any kind. The Union agrees to cooperate to the extent of its ability with Company efforts to achieve that goal, while retaining the right to fulfill its legal obligation of fair representation to the members of the bargaining unit.

ARTICLE 12
NO STRIKES - NO LOCKOUTS
CONTINUITY OF OPERATIONS

- 12.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.
- 12.2 The Union collectively and each employee individually agree they will not, during the term of this Agreement, call, engage in or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sitdown, sit-in, boycott or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.
- 12.3 The Company agrees, during the term of this Agreement, that no lock out against any or all of its employees shall take place.
- 12.4 In the event any employee, including union officials, covered by this Agreement violates the provisions of paragraph 12.2, the Union agrees the Company may discipline or discharge those engaging in such activity. The Union also agrees that every officer, official and/or steward of the Union is obligated to use their immediate and best efforts to terminate, as quickly as possible, any such violation.
- 12.5 In the event of any strike, work stoppage or picketing by another labor organization involving the client's property or operations, the employees covered by this Agreement will continue to perform all work assignments, including, but not limited to, coverage of security stations, security duties related to the protection of life and property, fire and safety watch and all other security interests of the Company's client.

ARTICLE 13 PROBATIONARY EMPLOYEES

- 13.1 All employees will be required to complete an initial training course prior to assignment with the Protective Force. During this initial training period, including job familiarization training, the new hire employee shall have the title of Security Police Officer/Security Officer Trainee. Security Police Officer/Security Officer Trainees shall not be considered in active service for purposes of wage progression, probationary period or accrual of benefits.
- 13.2 The initial training program will be as determined by the DOE approved course of instruction. Training may be extended as deemed necessary to present additional instruction.
- 13.3 Except in emergencies:
- (a) Employees (Probationary) hired from other sites will not be assigned to Protective Force duties prior to completion of site specific training.
 - (b) Employees (Trainees) will not be assigned to Protective Force duties.
 - (c) If prior to completion of initial training they are assigned to a post, they shall be paid at the rate of Probationary Security Police Officer/Security Officer and may qualify for active service as designated herein.
- 13.4 A newly hired employee shall be on probation for the first twenty (20) weeks of active service following promotion to Probationary Security Police Officer/Security Officer.
- Employees hired from other DOE sites shall be on probation from their initial date of hire through the first fifteen (15) weeks of active service.
- 13.5 To ensure proper training, probationary employees may be assigned as deemed necessary by the Company for the entire probationary period. Seniority will prevail for days off. Assignments to shifts and reporting points will be for at least one work week in duration.
- 13.6 Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions.
- 13.7 A probationary employee may be disciplined or terminated at the discretion of the Company without recourse to the grievance and arbitration procedure during their probationary period.

ARTICLE 14 SENIORITY

- 14.1 The purpose of seniority is to establish employee rights and privileges based on their length of service in the bargaining unit.
- 14.2 Seniority is an employee's length of continuous service in the bargaining unit in years, months and weeks from the most recent date of hire. Present policies regarding seniority attained under predecessor companies shall be maintained. Therefore, whenever continuous service is required for benefits or conditions, it shall be interpreted to include continuous service with the predecessor companies.
- 14.3 The Company shall provide, to the Union, a current seniority list indicating the relative seniority of each employee anytime there is a personnel change.
- 14.4 The Company recognizes the principles of seniority. The Union recognizes the principles of management responsibility and the fact that the Company must furnish satisfactory service in accordance with the demand of the Company's clients and the requirements of the particular assignment. This paragraph shall not be construed so as in any way to contradict, modify or supersede any other provision of this Agreement.
- 14.5 Seniority for all employees will commence on the first day of the workweek in which they report to work. Seniority for employees hired on the same date shall be determined by date of birth, with the oldest being the senior.
- Employees who are reduced in force will retain all seniority rights accumulated relative to all other employees as of the date they are laid off for a minimum period of one (1) year or the length of their seniority, not to exceed three (3) years, providing the employee can qualify for employment.
- In the event of layoff, affected employees will be given seven (7) days notice. Under circumstances where such notice is not accomplished, payment of forty-eight (48) hours at the basic hourly rate shall be given.
- 14.6 In addition to reasons stated elsewhere in this Agreement, an employee's seniority will cease:
- (a) On the date they voluntarily quit.
 - (b) On the date they are discharged for just cause.
 - (c) On the date an employee is terminated in accordance with Article 8.2.

- 14.7 All reductions in force will be accomplished on the basis of overall seniority; i.e., the last hired will be the first laid off irrespective of rank or classification except that:
- (a) Unarmed personnel may be laid off before laying off armed personnel with less seniority if no unarmed position is available.
 - (b) Employees who are reduced in force will be eligible for recall provided they can qualify for employment.
- 14.8 Recall of employees will be in reverse order to the reduction in force; i.e., last laid off will be first called back, subject to the availability of positions for which they can qualify.
- Recalled employees must notify the Company of their acceptance not later than the close of business on the second business day following receipt of notification. A business day is defined as the period of each day the Human Resources Section is open. Recalled employees must meet applicable DOE physical and basic weapons qualifications prior to return to work and must return to work no later than the first day of their assigned schedule for the second week following notification.
- Recalled employees who were reduced in force shall be brought back at the current rate of pay with no loss of benefits to include seniority, sick leave, longevity, vacation, etc.
- 14.9 An employee's seniority will cease where they fail to return from layoff within fourteen (14) days after notification confirmed by certified or registered mail to the most recent address furnished to the Company, except where prevented by sickness, accident, or other justifiable emergency. In the event an employee cannot report for work because of sickness, accident or justifiable emergency, the recall order shall be exchanged with the next employee who can qualify on the seniority list. In the event another vacancy occurs, the bypassed employee shall be recalled and seniority will not be broken.
- 14.10 Any employee accepting a temporary promotion outside the bargaining unit shall lose no seniority during the period of such promotion except that if it continues beyond twenty-six (26) weeks within any calendar year, in which case all seniority will be lost. The exception being that if the temporary promotion is for off-site work, it may run for twenty-six (26) weeks or the duration of the off-site project, whichever is longer, with no loss of seniority. Any employee accepting a permanent promotion outside the bargaining unit will lose all seniority rights hereunder. The Company will notify the Union in advance of each promotion on a separate notice.

ARTICLE 15 HOURS AND WORKWEEK

- 15.1 The workweek shall begin at 0600 on Monday of each week and end one hundred sixty-eight (168) hours later.
- Any combination of forty-eight (48) hours of scheduled leave constitutes a workweek.
- 15.2 An employee's work day shall begin at the start of the employee's shift and end twenty-four (24) hours later.
- 15.3 The regular starting time shall be considered 0600 for "A" Section and 1800 for "B" Section, except for those established stations that have fixed starting time other than 0600 and 1800.
- 15.4 If the Company should initiate any change in the regular shift schedule of established stations, or initiate regular shift schedules for stations that are not established as of the effective date of this Agreement, any permanent changes will not be initiated prior to discussion with the Union. Such stations changed or initiated must run for two (2) consecutive workweeks before they become regular shift schedules, except for the Special Sections and the Las Vegas Protective Force where they become regular shift schedules in one (1) week. In the event they do not run for the length of time as prescribed above, early callout pay, if appropriate, will be paid retroactively for the time worked on these changed or newly-established stations. The above requirement of prior discussion with the Union will not apply to changes in training schedules, event activities or special assignments.
- 15.5 Armed employees will be divided into two (2) sections, one for the day shift and one for the night shift. Their work schedule, to include SACS, will consist of four (4) shifts of twelve (12) hours each. Workweeks of more than four (4) days will not normally be scheduled, except as manpower requirements dictate in which case volunteers will first be utilized.
- Unarmed employees will be divided into two (2) sections, one for the day shift and one for the night shift. Their work schedule will consist of three (3) shifts of twelve (12) hours each and one of six (6) hours. The shift of less than twelve (12) hours will be split with the other Security Officer of the same shift and reporting point, i.e., 0600/1800–1200/2400 and 1200/2400–1800/0600. Security Officers will be paid at Wage Scale 1.

It is understood that should work requirements change which will allow unarmed employees to again work twelve (12) hour shifts, the Company will make the appropriate adjustments in coordination with the Union.

- 15.6 Employees who attend training, seminars, or DOE conferences which are paid for by the Company and are on Company time, that are less than twelve (12) hours in duration each day, will be scheduled in a training status for a twelve (12) hour shift. Should the employee elect to participate in the Physical Fitness Program (for one of the maximum of three (3) weekly fitness sessions), two (2) hours of those twelve (12) hours will be so charged. All twelve (12) hours per shift will be accounted for with training/seminar, fitness and/or leave.
- 15.7 In the event any new post assignments are established on the basis of shifts less than twelve (12) hours, or a post presently covered by twelve (12) hour shifts is changed to shifts of less than twelve hours, the Company and the Union will discuss proposed changes prior to implementation.
- 15.8 The Company will schedule all days off or all days worked during a workweek consecutively, provided that work requirements permit such scheduling. In the event it is necessary to split days off, employees will receive at least two (2) consecutive days off during the workweek or in connection with days off in the preceding or following week, unless the employee is scheduled for five (5) or more days in the workweek. Split days off will be assigned to personnel by reverse seniority at the affected reporting point and shift. If splits are mandated by work requirements, a senior employee may be assigned a split without affecting less senior employees.
- Bidding will be on the basis of days off, either all days off consecutively or all days worked consecutively, during the workweek. The employees may indicate the relative importance of each day by noting first, second and third choices. In the event of reduced workweeks, the employee may also indicate their preference for the fourth day off. In order to aid in scheduling, the employee may bid by X's with no relative importance to which day is most important. Bids for days off will be given by strict seniority.
- (a) All bids for days off must be submitted to Security Headquarters by 0630 hours on the Thursday of the preceding week. The Las Vegas Protective Force weekly bid sheet will be circulated for bids. Telephone bids will be accepted. Employee's permanent weekly bid will remain in force until such time as the employee changes the bid on the weekly bid sheet.
- (b) It is recognized by both parties that certain bargaining unit positions (Sergeants) require that the personnel working those positions be assigned to a "field station" at least one shift per week. It is agreed that these

assignments will be made on the "overlap" day dictated by work requirements of the Sergeant positions or by the days off bid of the Sergeant involved.

Sergeants assigned to the field for their "overlap" day (one of two days available) will be scheduled this day of work according to their bid if it does not conflict with the bid of a field employee with higher seniority. If it does conflict, the other available day for the "overlap" shift will be assigned.

- 15.9 Duty shall commence at the time of muster at the designated reporting point and shall continue until the employees have been relieved at their mustering point, except as provided in paragraph 17.2. No muster is required for the Las Vegas Protective Force.
- 15.10 The Company will make every effort to relieve employees at the end of their scheduled shift, if the employees so desire and if possible and reasonable to do so during a scheduled event. After employees have been relieved of duty they will be allowed eight (8) hours rest before they will be scheduled for another shift, providing they request the rest period.
- 15.11 A weekly assignment schedule including daily post assignments shall be posted no later than 1800 hours on Friday of the preceding week. The daily assignment schedule may be modified by the Company from time to time. Notice of these changes will be given to the employee when possible.
- 15.12 Employees will be required to report promptly at their scheduled starting time. If employees are unable to do so because of a vehicle breakdown, accident or other unusual circumstances beyond their control, they must notify Security Headquarters as soon as possible.

Employees must report to work within four hours after their scheduled starting time or they will lose that day's work. If the absence is for any other reason, including illness, the employees must notify Security Headquarters at least two (2) hours prior to their scheduled starting time or they will be subject to disciplinary action.

Employees who fail to report for an assignment and do not notify Security Headquarters during that tour of duty of the reason for the absence will not work until their supervisor has received a satisfactory explanation. Employees who fail to report for scheduled assignments for three (3) consecutive days and do not contact Security Headquarters during this time will be considered to have abandoned their position and will be subject to discharge, unless a reason for the employee's failure to report is given which is satisfactory to the Company.

- 15.13 Employees will not be scheduled to work outside their assigned section except during unusual work requirements, reduced workweeks, holidays or as operational requirements necessitate. Employees on temporary duty assignments at off-site locations may be required to work outside their assigned section when there are additional work requirements in other sections.
- 15.14 For the purpose of required training, employees may be assigned without regard to bid preference. In the event employees miss part of required training, such employees may be rescheduled for those training days missed, and for the remainder of that workweek shall be assigned to their original reporting point. In the event employees are thus scheduled to work a shift other than their bid, they will be assigned the full week on that shift. During such training periods other personnel may be reassigned to accomplish this training consistent with their bid preference on a seniority basis.
- 15.15 Every thirteen (13) weeks employees will have a period of two (2) weeks to sign up for designated reporting points and shifts. The bid period will start three (3) weeks prior to the end of the thirteen (13) week period and will close one (1) week prior to the end of that period. If employees fail to bid properly, their previous bid will apply for the next period. Requests for change will not be effected except by mutual agreement between the Company and the Union. In scheduling shift assignments and reporting points, seniority will prevail except where otherwise provided for in this Agreement.
- 15.16 Where the bidding provisions of this Agreement apply, the Company will post a sign-up sheet at Mercury, Las Vegas and all other locations that come under the jurisdiction of this Agreement as soon as practicable after information concerning any changes subject to bidding is made available to the Company.
- 15.17 Special assignments are defined as those assignments which require special qualifications. They may be local or off-site positions, individual assignments or assignments to a special section. Some examples are: Security Access Control Section (SACS), Operations Section, assignments designated as special plainclothes assignments, Property Protection, and Support. If at all possible, the Company will discuss with the Union any and all conditions (safety, comfort, etc.) involved in new special assignments, prior to initiating such assignments. Qualifications required for special assignments shall be determined by the Company.

All promotions beyond Senior Security Police Officer or Senior Security Officer are at the discretion of the Company. When, in the opinion of the Company, two (2) or more employees being considered possess relatively equal qualifications, seniority shall prevail in the selection of the employee. Necessary qualifications will be included when a position is posted.

Special section personnel may be called out for special assignments without regard to the requirements of Article 16.1 and 21.2. When such callouts occur, equalization of reduced workweeks and overtime callouts will be accomplished as soon as possible as requirements permit.

15.18 The Union agrees that it will cooperate with the Company in its efforts to promote efficiency of service. The Union agrees that its members will work at any and all times when manpower emergencies may require. Such emergencies will be confirmed in writing by a representative of the Company.

Employees will not be required to perform duties that are not normal functions of protective personnel, except in case of an emergency. An emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action, or a pressing need.

ARTICLE 16 REDUCED WORKWEEKS

16.1 In the event of reduced manpower requirements which would necessitate a reduction in the work force, employees may be scheduled for a maximum of ten reduced workweeks beginning July 1, and ending June 30, of each contract year.

- (a) For purposes of counting the maximum workweeks, a reduced workweek shall not be any workweek where the employee works forty-eight (48) hours or more, including any leave and compliance pay. Any workweek less than forty eight (48) hours shall be considered a reduced workweek.
- (b) Under no circumstances, shall any employee be scheduled under thirty six (36) hours in a workweek.

16.2 Scheduling of reduced workweeks shall be on equitable rotation with seniority prevailing for days off. Reduced work schedules will be granted first to volunteers, which will not count toward the maximum unless the employee's turn in rotation occurs, then the forced reduced scheduling will begin. Personnel who volunteer for reduced workweeks will be included in the normal four day callout rotation.

Employees on reduced work schedules will have priority for unscheduled shifts or assignments, based upon seniority, for which they are qualified until they have worked the number of shifts as averaged by other employees. No employee other than those on the reduced schedule will be assigned work on any day in which any employee on a reduced schedule who is qualified and available for assignment is not utilized, unless the latter has already completed or is scheduled for a full normal workweek. However, if operational requirements, as determined by the Company, necessitate the callout or scheduling of special section personnel out of normal rotation, equalization of reduced work schedules for these personnel will be accomplished.

Employees scheduled on a reduced workweek are eligible for premium pay (double time) when called out to work on the opposite shift for their fourth day of work. Pay for the opposite shift would then be computed in accordance with the provisions of paragraph 22.6. In the event the reduced scheduling referred to herein is discontinued before employees have experienced an equal number of such schedules, any future resumption of reduced schedules will commence at the point in seniority order where the prior reduced scheduling was discontinued.

Accountability of reduced schedules for armed protective personnel and security officers will be kept separately with equalization attempted only within their respective classifications.

- 16.3 Employees may request reduced work schedules to assist the weekly scheduling process. Scheduling of voluntary reduced workweeks and voluntary five day workweeks during the same week will be allowed without restriction. Bids for voluntary reduced work schedules will be honored provided doing so does not require employees to be forced onto a five day schedule.
- 16.4 If additional reduced schedules (beyond the maximum) are required to avoid a reduction in force in any one year period, the Company and the Union will hold meaningful discussions to determine the feasibility of additional reduced schedules. Approval must be based on mutual agreement.
- 16.5 Nothing in this Article is intended to restrict management's right to lay off in a manner consistent with the other provisions of this Agreement should it be deemed necessary.

ARTICLE 17
REPORTING POINTS AND SUBSISTENCE

17.1 Reporting points, as used in this Agreement, are the locations where employees are normally assigned to report to work for a specific period of time. Locations presently designated as reporting points are Mercury and Las Vegas. Las Vegas reporting point is defined as the station at the facility to which an employee is assigned in Las Vegas. It is recognized that Area 25 may be designated as a reporting point during the life of this Agreement.

Reporting points for work assignments as used in this Article do not refer to training assignments in Las Vegas or at other locations for specialized training. For those training purposes, personnel may be assigned to any location within the continental United States.

17.2 Except for training purposes, or as hereinafter provided, no employees shall be required to report to an established reporting point unless they are scheduled for a full workweek at that reporting point. In the event it becomes necessary to reduce the number of employees scheduled at a given reporting point during a scheduled workweek, the reduction shall be effected on the basis of seniority. Whenever practicable, changes in reporting points during the scheduled workweek will be effected during the employee's scheduled tour of duty. An employee required to change reporting points during a scheduled workweek shall receive subsistence rates as outlined in paragraph 17.3, and transportation, if requested.

In the event it is necessary to replace or increase personnel at a reporting point during a workweek (e.g., for sick leave replacement, unscheduled stations, etc.) reassigned employees may elect to report directly to their changed reporting point, or to deactivate at that reporting point, instead of at their original one. If employees elect to report directly to a Las Vegas station, they will not receive subsistence for that day.

17.3 Subsistence shall be paid in the amount of twelve dollars and fifty cents (\$12.50) per day worked or any portion thereof for all employees reporting for duty at Mercury. Subsistence shall be paid in the amount of fifteen dollars (\$15.00) per day worked or any portion thereof for all employees reporting for duty at Area 25. If during the term of this Agreement, the subsistence rates for personnel permanently assigned to the Nevada Test Site by the Government, scientific laboratories or contractors should be changed, an identical change will be given to the employees covered by this Agreement at that time.

17.4 Only one (1) subsistence allowance will be paid for any workday (not to exceed twenty-four (24) hours). When the employee has left the NTS and is subsequently

called out to perform work at the NTS which is not continuous with the shift previously completed, the employee shall be paid one (1) additional day's subsistence.

- 17.5 The Company will continue to provide transportation to Mercury from Station 800, Las Vegas, and return, as scheduled at the commencement of this Agreement as long as the routes average a minimum usage of thirteen (13) riders a day over a continuous two (2) month period. Transportation may be canceled for under utilization. The routes and pick up points may be varied if a need is established or if mandated by DOE. The current fare will remain constant for the term of this Agreement, unless DOE directs a change applicable to the entire Nevada Test Site, at which time the directed rate will be charged.

It is understood that transportation canceled due to under utilization caused by temporary, partial or total shutdown of the Nevada Test Site, or temporary layoffs, shall be restored after the end of the shutdown or layoff period.

It is agreed that no bargaining unit personnel will be assigned driving duties in connection with the transportation described in this paragraph.

- 17.6 Any employee whose shift is involuntarily extended during their tour of duty, causing such employee to be unable to use transportation specified in paragraph 17.5, shall be provided alternate transportation by the Company as soon as feasible.
- 17.7 Employees already on duty who are required by the Company to use their personal automobile in conjunction with their assigned duties shall be reimbursed at the current mileage rate according to DOE Travel Policy.
- 17.8 Subsistence payments are reimbursement to the employee for the cost of board, lodging, and other facilities customarily furnished, or are reimbursement for traveling and other expenses incurred by the employee in the furtherance of the Company's interest and properly reimbursable by the Company, or, in some cases, for both types of cost and expense. These subsistence payments shall not be considered in the computation of overtime.
- 17.9 If additional reporting points are established at locations other than at presently designated reporting points and Area 25, this Article of the Agreement shall be subject to be reopened for the establishment of subsistence rates for those additional reporting points. Certain living facilities need to be available for employees assigned to these additional reporting points before they can be designated as a reporting point. Such points shall have available housing and feeding facilities. The adequacy of the living facilities will be discussed with the Union prior to the establishment of these new reporting points.

ARTICLE 18
GENERAL WAGE PROVISION

18.1 Beginning at 0600 hours July 1, 2001, employees shall be compensated according to

the basic hourly rates on the dates indicated in the following schedules. The Union shall notify the Company not more than sixty (60) days, nor less than thirty (30) days prior to June 28, 2004 to request a re-opener of the Agreement for base hourly wage and Insurance employee and dependent co-pay only.

In the event an agreement cannot be reached, then the provisions of Article 12, No Strikes – No Lockouts, Continuity of Operations are waived.

WAGE SCALE I

For all hours worked in a workweek where more than one-half the days worked are twelve (12) hour shifts.

<u>ARMED PERSONNEL</u>	<u>Length of Active Service</u>	<u>Effective 07/02/01</u>	<u>Effective 07/01/02</u>	<u>Effective 06/30/03</u>
SPO Trainee	None	\$12.00	\$12.00	\$12.00
SPO – Step 1	1 – 39 Weeks	16.99	17.50	18.03
SPO – Step 2	40 – 77 Weeks	17.24	17.76	18.29
SPO – Step 3	78 – 117 Weeks	17.49	18.01	18.55
Senior SPO	After 117 Weeks	17.73	18.26	18.81
Sergeant		18.01	18.55	19.11

SECURITY OFFICER PERSONNEL

SO Trainee	None	\$12.00	\$12.00	\$12.00
SO – Step 1	1 – 39 Weeks	16.27	16.76	17.26
SO – Step 2	40 – 77 Weeks	16.51	17.01	17.52
SO – Step 3	78 – 117 Weeks	16.75	17.25	17.77
Senior SO	After 117 Weeks	16.98	17.49	18.01
SO Sergeant		17.26	17.78	18.31

WAGE SCALE II

For all hours worked in a workweek where more than one-half the days scheduled are shifts of less than twelve (12) hours.

ARMED PERSONNEL

	<u>Length of Active Service</u>	<u>Effective 07/02/01</u>	<u>Effective 07/01/02</u>	<u>Effective 06/30/03</u>
SPO Trainee	None	\$12.00	\$12.00	\$12.00
SPO – Step 1	1 – 39 Weeks	18.31	18.86	19.43
SPO – Step 2	40 – 77 Weeks	18.57	19.13	19.70
SPO – Step 3	78 – 117 Weeks	18.84	19.41	19.99
Senior SPO	After 117 Weeks	19.09	19.66	20.25
Sergeant		19.36	19.94	20.54

SECURITY OFFICER PERSONNEL

SO Trainee	None	\$12.00	\$12.00	\$12.00
SO – Step 1	1 – 39 Weeks	17.50	18.03	18.57
SO – Step 2	40 – 77 Weeks	17.77	18.30	18.85
SO – Step 3	78 – 117 Weeks	18.04	18.58	19.14
Senior SO	After 117 Weeks	18.30	18.85	19.42
SO Sergeant		18.57	19.13	19.70

- 18.2 Upon satisfactory completion of the probationary period, employees will be promoted to Security Police Officer/Security Officer. Employees shall receive hourly wage increases as indicated in paragraph 18.1 until they have completed one hundred seventeen (117) weeks of active service. After one hundred seventeen (117) weeks of active service, employees shall be promoted to Senior Security Police Officer or Senior Security Officer, as appropriate, at the basic hourly rate indicated.
- Employees reduced in force prior to completing 117 weeks of active service and subsequently recalled will be brought back at the current rate of pay for the number of active service weeks completed prior to the reduction in force.
- 18.3 Employees who are temporarily assigned to work in a classification other than their own for a period of one (1) hour or more shall receive the rate of pay applicable to the classification to which they are assigned. No employee shall suffer a reduction in wages because of a temporary assignment to a classification for which the rate of pay is less than the employee regularly receives. Employees will be eligible for promotion after completion of their probationary period.
- 18.4 Each employee who has at least five (5) years' continuous service shall receive an additional thirty-five cents (\$.35) per hour, and an additional thirty-five cents (\$.35) for each additional continuous five-year period of service thereafter as longevity pay. Longevity pay will be computed from the most recent day of hire for personnel who have been rehired. Longevity pay shall be added to the employee's base pay rate (as shown in paragraph 18.1) and become part of the employee's basic hourly rate of pay, as that term is used in this Agreement.
- 18.5 Employees who are certified into a DOE approved human reliability program shall receive an additional forty (\$.40) cents per hour.

ARTICLE 19
DISCIPLINE AND DISCHARGE

- 19.1 The Company has the right to discipline or discharge employees for just cause. An employee who feels disciplinary action may result from a meeting, interview or counseling session with Company officials is entitled to Union representation upon request.
- Once a notice of pending discipline has been issued the Company agrees to provide copies of documentation which will be used to establish culpability in a case of discipline. Documentation to include but not limited to statements, memorandums, reports, photographs, etc., which will be introduced at the discipline hearing as evidence. In the event classified or unclassified- nuclear controlled information are to be used, the Company will allow access to the information to the extent that the information is to be used. Release of this type of information will be governed by applicable directives.
- 19.2 When employees are discharged, they shall be compensated for the time spent outside their regular tour of duty at their basic hourly rate for the purpose of complying with the Company's discharge procedures.
- 19.3 Payment of employees upon termination, layoff or discharge shall be made in accordance with applicable law.
- 19.4 Disciplinary hearings will normally be held within five (5) working days of the written notice. Any discipline will be assessed within thirty (30) days subsequent to the hearing date. If the above time limitations are not met, the discipline will not be assessed unless the employee is on authorized leave during the thirty (30) day period. If the employee is on authorized leave during this period the time limits will be extended an amount of time equivalent to the length of the leave.
- 19.5 No employee shall be required by the Company to take a polygraph test unless they voluntarily agree to do so.
- 19.6 In administering a disciplinary policy, the Company will consider the entire disciplinary record of the employee, together with extenuating circumstances. Notwithstanding the provisions of the previous sentence, the following will apply:
- (a) Discipline of less than suspension issued more than twelve months in the past will not be considered.
 - (b) Suspensions issued more than twenty-four months in the past will not be considered when determining disciplinary actions except in cases where

discharge is recommended and prior discipline was of a serious and related nature.

ARTICLE 20
WAGES AND SAVINGS PLANS

- 20.1 Employees will be paid on a weekly basis with Thursday of each week as the designated pay day.
- 20.2 Voluntary deductions for credit union and savings bonds shall be deposited in the appropriate business establishment in the employee's name on the day the payroll checks are issued.
- 20.3 The Company will maintain wage records which will be made available to an authorized Union representative for inspection upon request.
- 20.4 All employees will be paid by direct deposit to a financial institution. Employees will be authorized thirty (30) days, from the date of this agreement, to establish direct deposit. Employee pay vouchers shall be distributed in individual envelopes with the employee's name visible.
- Annual allowances, proficiency pay, vacation, bonuses, travel reimbursements, etc. will remain as negotiable checks.
- 20.5 When requested, wages other than regular weekly pay (e.g., retroactive pay, vacation pay) shall be paid by separate check.
- 20.6 Pursuant to the Stipulation of Agreement reached August 1, 1985, the reciprocity and 401(k) Agreement will remain in effect as long as both parties meet the requirements of stipulation.
- 20.7 Wackenhut Services, Inc. (the "Employer") adopted the WSI/IGAN 401(k) Plan (The "Plan") for the benefit of its employees. Participation in the 401(k) Plan shall be limited to those employees in the eligible class. Eligible class shall mean those employees who are covered by the collective bargaining agreement in effect between the Independent Guard Association of Nevada Local #1 and the Employer. Any successor to the business of the employer may continue the Plan and such successor shall thereupon succeed to all the rights, powers and duties of the Employer.
- 20.8 The WSI/IGAN 401(k) Plan has been and will continue to be subject to the continuing approval of the Commissioner of Internal Revenue and other state and federal agencies. The terms of the WSI/IGAN 401(k) Plan may be changed from time to time to reflect new laws and regulations.
- 20.9 The responsibility for the management and operation of the WSI/IGAN 401(k) Plan rests with the Plan Administrator in accordance with the Plan.

20.10 The Company will provide the weekly payroll deductions relative to each participant and shall deposit the monies weekly with the appropriate trustee.

ARTICLE 21 OVERTIME COMPENSATION

- 21.1 All time worked in excess of eight (8) hours in any work day or forty (40) hours in any workweek, whichever is greater, will be paid at one and one-half (1 1/2) times the basic hourly rate. When an employee's scheduled shift is extended during the employee's tour of duty to accommodate a user requirement (excluding Company and/or DOE requirements), the employee will be paid double time rates for the extra time. This will be exclusive of travel time and assignments to event activities.
- 21.2 The decision to fill vacancies or switch assignments shall be at the discretion of the Company. When assigning extra days of work on a call out basis, the Company will distribute them as equitably as practicable on a quarterly basis among employees eligible for assignment to the duty involved who have indicated their availability for such work on their bid sheet. Such call outs will be restricted to employees on the voluntary overtime list who are available and qualified for the assignment and who are on their days off, i.e., who would not thereby be required to work more than two consecutive shifts. Employees who have not worked a fifth day during the workweek will be the first called, except as indicated in 21.3.
- (a) Prior to invoking the authority to assign work, every reasonable effort will be made to call out an employee. Time permitting, employees shall be recalled in the sequence which appears on the callout list: employees who have been no contacts; employees who have refused to work at one reporting point to determine if they will accept a callout at the other reporting point; and employees who are listed as "not available" or "no overtime" to determine if they will accept the work. Efforts to contact employees will continue until the time that an employee cannot reasonably be expected to report within two hours of the scheduled starting time.
- (b) In the event work requirements cannot be filled in accordance with this formula, the work will be assigned to employees in the following sequence:
- 1) the lowest seniority qualified employee, by number of days worked, (least to most) from the same shift and reporting point.
 - 2) the lowest seniority qualified employee, by number of days worked, (least to most) from the same shift, different reporting point.
 - 3) supervisory personnel in accordance with Article 41.1(a).

- (c) When assigning work in accordance with Article 21.2, the Company agrees to consider such issues as availability of child care, off duty activity of the employee in question and other factors which may be raised by the employee to whom assignment of work is being contemplated. When employees are not assigned work under this provision, the reasons for not assigning the work will be documented by the Company and provided to the President, IGAN. Objections by the IGAN will be provided in writing. The Company and the Union will discuss such conflicts, and consideration will be given to such issues whenever work is assigned in the future.
- (d) No employee will be so directed to work until the provisions of paragraph 15.18 are accomplished, except when employees are directed to work to fulfill event activities. The Company will keep records of such assignments and copies of these records will be provided to the IGAN.

21.3 The Company may force out Protective Force Personnel in support of event activities prior to offering the work to other off-duty personnel on the voluntary overtime list. Normal call out procedures will then subsequently be followed and those personnel who were initially forced out and who are not required to support the event activities will be released from their mandatory obligation to work, if they so desire.

Those personnel who are forced out to work assignments in support of event activities on their fifth, sixth or seventh day of work will be paid at the double time rate for all hours worked on such assignments. If abuse becomes evident in the double time pay procedure by employees refusing to volunteer for the overtime, the double time pay procedure for personnel who are forced out will be discontinued upon mutual agreement by both parties.

21.4 In the event the lowest, qualified employee on the overtime list is not offered the overtime to which the employee is eligible and available, and the error cannot be corrected at the time it is detected, the employee's sole remedy shall be that upon request:

- (a) NTS employees will be scheduled for a day of work, as a "pool" station on a mutually agreeable day under circumstances similar to the lost work opportunity. The "pool" station must be on the shift where the work opportunity was lost.
- (b) Las Vegas employees will be 1) placed first in the callout rotation during a mutually agreeable week; or 2) placed first in the callout rotation on a mutually agreeable day under circumstances similar to the lost work opportunity.

(c) Remedies must be scheduled within one hundred eighty (180) days of detection of the error.

21.5 All time paid for but not worked, excluding sick leave, holidays not worked, compliance pay, voting pay and pay for off duty physical fitness, shall be considered as time worked for the purpose of computing time over forty (40) hours for overtime. Payment for all hours not worked shall be made at the basic hourly rate except for jury duty.

21.6 There shall be no duplication or pyramiding of overtime so that premium pay is paid twice for the same hours worked. When and if two rates of pay appear to be applicable, the higher rate will apply.

21.7 All overtime callouts of Wage Scale 2 employees for work in the Field Section will be paid at Wage Scale 1.

21.8 Any employee called out for an overtime assignment on a holiday shall be paid at two and one-half (2 ½) times the basic hourly rate.

If called out to work a holiday and time worked is less than twelve (12) hours, employees shall receive pay for hours worked at their appropriate hourly rate. In addition, such employees shall receive straight-time pay for the difference between the number of hours actually worked and twelve (12) hours.

EXAMPLE: If an employee reports for work on a double-time and one-half day and works for five (5) hours (or twelve and one-half (12 1/2) hours straight-time pay) and IN ADDITION, shall receive the difference between five (5) hours and twelve (12) hours holiday guarantee (or seven (7) hours straight-time pay), a total of nineteen and one-half (19.5) hours straight-time pay.

21.9 Continuous hours worked over sixteen (16) will be paid at double (2x) the basic hourly rate.

21.10 Employee's who accept a callout shall be considered as scheduled and will be charged for the shift. If an employee subsequently requests sick leave, only LWOP may be granted.

ARTICLE 22
EXTRA COMPENSATION UNDER SPECIAL
CIRCUMSTANCES

22.1 Employees who are scheduled to work other than their normal schedule and are withdrawn for the convenience of the Company from the schedule twelve (12) hours or less prior to scheduled reporting time will be paid four (4) hours pay at the basic hourly rate.

If an employee is removed from the schedule as a result of a call-out error and subsequently accepts work for the same shift at either reporting point, the employee will not receive payment as a result of the earlier removal. If the employee is given the opportunity for work on the same shift and reporting point and 1) refuses, 2) is not available or 3) is a no contact, the employee will not receive payment as a result of the earlier removal. The employee may refuse work at a different reporting point and still be entitled to the four hours compensation.

22.2 Employees who are scheduled to work other than their normal schedule and whose assignments are canceled after they report for duty to such assignments will be compensated as follows:

- (a) If the employee did not stand muster they will receive four (4) hours pay at the basic hourly rate.
- (b) If the employee stood muster, but worked less than eight (8) hours, employees shall receive pay for hours worked at their appropriate hourly rate. In addition, such employees shall receive straight-time pay for the difference between the number of hours actually worked and eight (8).

EXAMPLE: If an employee reports for work on a double-time day and works for five (5) hours, he shall receive double time for five (5) hours (or ten (10) hours straight-time pay), and in addition, shall receive the difference between five (5) hours and the eight (8) hour guarantee (or three (3) hours straight-time pay), a total of thirteen (13) hours straight-time pay.

22.3 Any employee reporting to or remaining at Camp Mercury at Company request who is affected by Article 22.1 or 22.2 will receive subsistence, as provided in Articles 17.3 and 17.4.

22.4 When employees are called to comply with Company regulations during other than their regular tour of duty hours, they shall be compensated for four (4) hours pay at basic hourly rates or for actual time involved for more than four (4) hours. Whenever possible, the Company will process employees being laid off on their last

day of work. The Company is not obligated to pay compliance time for certain situations, including, but not limited to, the following:

- (a) Business calls between Company officials and employees when employees are off duty. Business calls include personal contact to determine additional information needed by the Company from an individual employee or other information that was not properly passed on in the form of reports which were missing or incomplete.
- (b) When employees report to Bechtel Medical on their own time without Company direction.
- (c) When employees attempt to achieve the physical fitness standard on their own time after being disarmed in accordance with 10 CFR 1046.
- (d) Collection of information and preparation of Questionnaire for National Security Positions (QNSP) forms, or other certain forms and reports which the Company needs for its operation. However, they may be completed while an employee is on duty provided it doesn't interfere with the employees job duties.
- (e) Employees in suspension status called in for disciplinary hearings.
- (f) Appointments, treatment or other time spent in relation to Worker's Compensation Claims.
- (g) Obtaining a medical release to return to work.

22.5 Employees required to commence work prior to the established scheduled time for their assigned stations as shown on the schedule shall be paid double their basic hourly rate for all hours worked prior to such starting time.

Employees, from that shift, called into work late, who cannot report at the scheduled reporting time, shall be paid as though they had commenced work at the normal reporting time.

22.6 Employees who work on the opposite shift will be paid at the double time rate for all hours worked on the opposite shift.

22.7 A hazard pay differential of thirty cents (\$.30) per hour shall be paid in addition to regular wage rates for time spent underground in tunnels or shafts for a period of one hour or more.

- 22.8 An employee shall receive an additional twenty-five cents (\$.25) per hour for all hours worked between 1800 and 0600 hours.
- 22.9 When an employee's shift is extended beyond its normal scheduled time at the direction of the Company, for purposes of taking physical fitness training or tests, weapons qualification, or required physical exams, such extended time will be paid at time and one-half the basic hourly rate - except as noted in paragraph 21.9.
- 22.10 When QNSP interviews are requested by DOE during an employee's scheduled shift, the employee will report to their reporting point for assignment until the time of the interview. After the interview, the employee will return to their reporting point for the remainder of their scheduled shift. When an interview is required on a day the employee is not scheduled to work, the employee shall receive four (4) hours compliance pay or actual hours involved if more than four (4) hours.
- 22.11 In the event work requirements prevent the Company from providing three (3) opportunities to be relieved on duty to participate in the physical fitness program, employees will be compensated for two (2) hours pay at basic hourly rates if they choose to exercise during their off-duty status in the supervised program. This provision is based upon Department of Energy directive. In the event the directives are changed, the parties will adjust this provision as directed in accordance with Article 8 of this Agreement.

ARTICLE 23
LUNCH AND RELIEF

- 23.1 When at all possible relief for lunch will be provided for stations where unusual traffic conditions prevent employees from securing their relief in a normal manner. In the event the employee can't be relieved for lunch, the employee shall be provided an MRE (Meal-Ready-to-Eat), at that time, at no cost to the employee. It is acknowledged that employees who are on duty may eat on Company time.
- 23.2 When possible, advance notice of a daily assignment schedule change will be given to an employee so that the employee may make preparations for that particular assignment. In the event advance notice is not given, the Company will provide transportation if requested.
- 23.3 As operational and manpower requirements permit, necessary employee personal relief will be furnished when requested.
- 23.4 The Company shall continue its efforts, by requests to the Client, for improvement in available food facilities at the Nevada Test Site.
- 23.5 An employee under this Agreement who works continuously in excess of fourteen (14) hours at the NTS, excluding travel time, shall be provided MRE rations at that time at no cost to the employee and each sixth hour thereafter.

ARTICLE 24
UNIFORMS AND UNIFORM MAINTENANCE

- 24.1 All uniforms and equipment as required, will be furnished and maintained by the Company, to the extent the Company considers necessary, without cost to the employee. Safety glasses (prescription when necessary) will continue to be provided.
- 24.2 Union membership insignia shall be authorized to be worn on the Company uniform provided that if the client objects such insignia shall be removed when the Company so requests.
- 24.3 Employees are liable for all uniforms and equipment issued to them. Lost equipment will be replaced at the employee's expense unless extenuating circumstances support no liability on the part of the employee. All uniforms and Company equipment issued to the employee must be returned to the employer upon termination of employment. Failure to comply with this requirement will result in the employee being liable for the cost of the property.
- 24.4 An annual allowance of \$175.00 will be paid for the purchase of authorized boots.
- 24.5 An annual allowance of two hundred forty dollars (\$240.00) will be paid to each employee participating in the DOE/NV Physical Fitness Training Program for the purchase of running attire, running shoes and maintenance. Physical fitness allowance for new hire employees and employees hired from other sites will be pro-rated (\$20.00 per month) based upon the date of hire to the next July 1st.
- 24.6 Each year, allowance checks will be issued the second week of July.
- (a) Allowances for new hire employees will be paid upon graduation from SPOIT.
 - (b) Allowances for employees hired from other sites will be paid upon completion of basic weapons qualification.

**ARTICLE 25
HOLIDAYS**

25.1 Employees who have completed their initial Security Police Officer/Security Officer training period shall be compensated at their basic hourly rate for twelve (12) hours for the following eleven (11) holidays when not worked:

New Year's Day - (Able Section, January 1; Baker Section, December 31).

Martin Luther King's Birthday - The third Monday in January

Presidents' Day - The third Monday in February.

Good Friday

Memorial Day - The last Monday in May

Independence Day - July 4

Labor Day - The first Monday in September.

Columbus Day - The second Monday in October.

Veteran's Day - November 11

Thanksgiving Day - The fourth Thursday in November.

Christmas Day - (Able Section, December 25; Baker Section, December 24).

To be eligible for the above holidays, employees must be in pay status or on an excused absence (excluding leaves of absence without pay of one week or more or on sick leave without pay for four weeks or more) the day immediately prior to and the day immediately following the holiday, excluding scheduled days off.

25.2 Employees scheduled to work on the above holidays will be compensated at the rate of two and one-half (2 1/2) times the basic hourly rate. When an employee's vacation includes an authorized holiday, an extra days pay of twelve (12) hours shall be granted in lieu thereof.

25.3 In addition to the holidays listed, all employees shall be granted recurring or permanent Federal holidays that may be established:

- (a) By Act of Congress of the United States or
- (b) By proclamation of the President of the United States.

Excluded from this provision are holidays which require the promulgation of a proclamation or resolution each time the holiday is celebrated.

ARTICLE 26 INCREMENTAL LEAVE

26.1 Employees will be authorized to use Incremental Leave for the purpose of scheduled medical appointments, therapy sessions, school or other personal business. Employees may use available accrued sick leave, vacation or personal leave, as needed, to compensate the employee for the time taken.

Requests for incremental leave must be submitted to Headquarters no later than 0630, Thursday morning, the week prior to the date requested. Approval/disapproval will normally be provided no later than Friday of the same week. Requests will be on a first come first serve basis. Schedules will be annotated with the type of leave taken, i.e., ISL, IVAC, or IPL. Employees using incremental leave will be scheduled a twelve (12) hour station.

Use of incremental leave is strictly voluntary. All provisions of the CBA remain unchanged should employees desire to request leave in the traditional manner. ISL will be paid straight time pay for hours of sick leave in accordance with paragraph 28.4. IVAC/IPL will be paid at the prevailing wage rate for that workweek.

26.2 Employees using ISL must produce a medical certificate in accordance with 28.4. Incremental sick leave for medical appointments may be taken in the following manner for NTS:

- (a) Request to report up to four (4) hours late for the start of either shift, not to exceed being present and fit for duty at 1000 or 2000, respectively.
- (b) Request to depart up to four (4) hours prior to the end of the shift, 1400 or 0200 respectively. Employees will normally be allowed to depart two (2) hours prior to scheduled appointments unless circumstances require an earlier departure not to exceed four (4) hours prior to the end of the shift.
- (c) Employees using incremental sick leave between 1400 – 1800 (Able) and 0200 – 0600 (Baker) will be scheduled a twelve (12) hour station. Employees will be eligible for a double back or reverse double back callout following the sick leave, but the callout will be the start of a new shift for pay purposes and continuous time is not authorized.
- (d) Employees must provide a copy of the doctor's prescription for therapy to the Protective Force Shift Captain. The prescription must specify the number of sessions per week and the duration of therapy. Those employees who require more than one session per day will not be eligible.

The LVPF Shift Captain has the authority to independently manage incremental leave. Employees will normally be allowed to depart one (1) hour prior to scheduled appointments unless circumstances require an earlier departure. Under no circumstances, however, will the LVPF Captain exceed the four (4) hour maximum time limit.

- 26.3 An employee on unscheduled sick leave who subsequently misses work for the entire week must comply with paragraph 28.9, CBA, with the following exception. If the employee accepts a callout or is scheduled to return to work on Monday, the employee may be allowed to use ISL in order to obtain medical clearance from the Bechtel (NV) medical department to return to work. Under this provision, employees will report to the Bechtel medical department and receive clearance to return to work prior to being put into a work status. The employee may use this provision only if the employee has already received clearance from their personal physician to return to work.
- 26.4 The Shift Captains will manage incremental vacation/personal leave for the protective force. Employees will normally be allowed to depart two (2) hours, exception being the LVPF which is one (1) hour, prior to scheduled appointments unless circumstances require an earlier departure not to exceed the maximum allowed time specified below.
- (a) Request to report up to four (4) hours late for the start of either shift, not to exceed being present and fit for duty at 1000 or 2200, respectively.
 - (b) Request to depart up to six (6) hours (1200) for the NTS or, four (4) for the LVPF (1600), prior to the end of Able shift.
 - (c) Request to depart up to two (2) hours (0400) for the NTS or, one (1) hour for the LVPF (0500), prior to the end of Baker shift.
- 26.5 Approval of incremental leave is contingent on the availability of an on-duty replacement for the employee requesting incremental leave. The Shift Captain will determine the availability of incremental replacements. Examples of authorized actions include (in no specific order of priority):
- (a) Use of a running relief who has completed relief of assigned runners for the day.
 - (b) Temporary use of an employee assigned to a special section position, with the concurrence of the supervisor, if possible.

- (c) Use of a “pool” station, if such a station exists.
- (d) Temporary use of employee on special assignment.

Additionally, the Shift Captain may require written documentation from the employee as evidence that the appointment took place.

26.6 Incremental leave, once approved, will only be canceled for mission essential reasons as directed by the Protective Force Manager or if the employee’s appointment changes or is canceled. Should this occur, specific reasons will be provided, in writing, to the employee and IGAN.

ARTICLE 27 VACATIONS

- 27.1 Effective the first Monday, July 2001.
- (a) Following either the date of graduation from SPOIT (Trainees) or upon the date of hire (SPOs from other sites), employees who are in active service will accrue one (1) hour of vacation credit for each workweek during their first year of employment.
 - (b) After their first year of employment, employees will accrue two (2) hours of vacation credit for each succeeding workweek of active service.
 - (c) After their fifth (5) year of employment, employees will accrue three (3) hours of vacation credit for each succeeding workweek of active service.
 - (d) After their tenth (10) year of employment, employees will accrue four (4) hours of vacation credit for each succeeding workweek of active service.
 - (e) After their fifteenth (15) year of employment, employees will accrue five (5) hours of vacation credit for each succeeding workweek of active service.
 - (f) After their twentieth (20) year of employment, employees who have achieved ten (10) years or more of service as of July 1, 2001, will accrue six (6) hours of vacation credit for each succeeding workweek of active service.
- 27.2 Employees will be eligible to use vacation credits as they are accrued. Employees must use all vacation credit earned during an employment year within the next succeeding thirty-six (36) months or it will be forfeited. Employees are responsible for monitoring their own vacation credits so that an amount over the maximum is not reached. Vacation accruals will be supplied on the weekly pay stubs. Unused vacation credits will be forfeited, except that when vacation leave is applied for and denied, such leave credits will remain until leave is allowed.
- 27.3 Vacation leave shall be paid for at the employee's basic hourly rate at Wage Scale I, except when taken in single day increments; then the prevailing wage rate will apply for that workweek. Vacation may be taken for the scheduled shift, up to a maximum of fourteen (14) hours per day, or 56 hours per week.
- Employees with five (5) or more years of active service may be paid for vacation credits, in lieu of time off, at their election during any one year of employment.

- (a) Employees who have at least 156 hours of vacation accrual may be paid for forty-eight (48) hours of vacation.
- (b) Employees who have at least 300 hours of vacation accrual may be paid for ninety-six (96) hours of vacation.

27.4 All vacations will be scheduled at the discretion of the Company. The Company will arrange the schedule in conformity with the desires of the employees whenever it is practicable to do so. Seniority shall prevail in vacation assignments except for partial week vacations and emergency vacations.

Employees who have been authorized a week or more of vacation may select two or three days off consecutively in conjunction with their vacation in the workweeks prior to and following their vacation without regard to the usual seniority selection of days off. The days off selection shall be honored by the Company, whenever possible. These personnel will not be forced onto five (5) days unless work requirements so dictate.

27.5 Written requests for vacations shall be submitted a minimum of three (3) weeks prior to the desired vacation time. Except in high manpower requirements or unusual circumstances, the Company will provide notice of approval/disapproval in a timely manner, normally not later than two weeks prior to the commencement of vacation. Vacations may be canceled by the Company only under the provisions of paragraph 15.18 of this agreement. If requested, advance payment for vacation will be paid by separate check.

Vacation requests of one (1) or two (2) days need not be submitted more than one (1) week prior to the desired vacation time, however, one or two day vacations shall not be scheduled in holiday workweeks.

27.6 All hours of vacation shall be paid at the basic hourly rates. Employees who are laid off may elect to leave their vacation credits for future use when they are re-employed. Vacation credits must be withdrawn in their entirety, if requested, during the period of layoff. Upon termination, an employee will be paid for vacation credits accrued at their basic hourly rate at Wage Scale I.

27.7 Employees on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision, when hospitalized.

ARTICLE 28 SICK LEAVE

28.1 Sick leave is for bonafide illness or injury which prevents the employee from working, or for a medical appointment which cannot be scheduled during off-duty hours. Sick leave usage must be approved by the company. Sick leave is not to be considered as additional time off or vacation.

28.2 Employees who are in active status will earn at the rate of one hundred and four (104) hours per year beginning July 1, 2001. Fifty-two (52) of these hours shall be placed in an incidental sick leave account and the remaining fifty-two (52) hours will be placed in a hospital leave account. There will be no cap on the hospital leave account of this program, however, there is a cap of two hundred and forty (240) hours on the incidental sick leave account.

Following either the date of graduation from SPOIT (Trainees) or on the date of hire (SPOs from other sites), sick leave will be prorated at the rate of two (2) hours per week until the next July 1st. Individual accounts will be allocated the total prorated amount of sick leave, with up to the first fifty-two (52) hours allocated to the incidental account. Any remaining sick leave will be allocated to the hospital account. Incidental sick leave will not be accessible until the completion of probation unless the employee meets the criteria for hospital sick leave.

28.3 Sick leave shall commence on the first day of illness or the first day of hospitalization, whichever occurs first. Incidental sick leave may be used for illness, injury, or medical appointments which cannot be scheduled during non-duty time. Hospital sick leave may only be used when an employee is hospitalized, confined to their home in lieu of hospitalization by a medical doctor, unable to return to work following out-patient surgery or treatment by a medical doctor which requires recuperation for a period in excess of two (2) consecutive work weeks. Sick leave shall be paid at the employee's basic hourly rate for a maximum of twelve (12) hours or the number of hours scheduled to work if less than twelve (12) hours. The time required to travel to and from station will not be covered by sick leave pay. Paid sick leave shall not be considered as time worked for the purpose of computing overtime.

28.4 A certificate from a licensed physician or practitioner verifying illness/injury or treatment of same is required. The medical certificate must confirm that the visit took place in reasonable proximity to such illness or injury, and necessitated absence from work for the specified period of time. Sick slips are to be submitted by the employee no later than the second pay period after the absence. Failure to produce required medical certificates will result in disapproval of sick leave pay and disciplinary action for unauthorized absence.

28.5 Employees terminated due to inability to meet the medical standards as set forth in 10 CFR Part 1046 will be paid any accumulated sick leave pay upon termination. Paid sick leave under this provision may not exceed 1040 hours.

28.6 Sick leave granted for the purposes of pregnancy and child birth shall be subject to the same provisions as any other illness or injury.

In the event of illness or disability due to pregnancy an employee will be granted a leave of absence upon certification by a licensed physician that such leave is required. The use of sick leave credits will be authorized for this purpose to the extent of the employee's accrued credits; thereafter leave of absence without pay will be granted for the remainder of the period the employee is ill or disabled up to a maximum total authorized absence of 39 weeks.

A leave of absence without pay and without benefits may be granted to an employee for reasons of normal pregnancy up to a maximum total of 26 weeks. Such leave can begin no more than 13 weeks prior to anticipated delivery date and end no more than 13 weeks after delivery, unless a licensed physician certifies her inability to either remain at work up to thirteen (13) weeks prior to delivery, or to return to work within thirteen (13) weeks following delivery, in which event a maximum of 39 weeks total absence will be authorized as specified above.

28.7 Employees suffering job-incurred disabilities may use pay from leave accruals to make up the difference between Workmen's Compensation payments received and seventy-five (75%) percent of their wages for a forty-eight (48) hour workweek.

28.8 Employees on extended sick leave must use their sick leave accruals either in weekly increments forty-eight (48) hours, or in increments of thirty-six (36) hours (seventy-five percent), until their accruals are exhausted, except as shown in Article 28.7.

28.9 Employees absent one work week or hospitalized, regardless of the period of hospitalization, must obtain a release to return to work, on their own time, from the Bechtel (NV) Medical Department prior to returning to work.

28.10 As a means to control the abuse of sick leave, employees may elect to be reimbursed for, or bank, any unused earned incidental sick leave (maximum of forty-eight (48) hours per year), the second pay period following June 30th each year in which the sick leave was earned. The reimbursement will be at the employee's basic hourly rate.

28.11 Abuse of sick leave shall be grounds for disciplinary action.

ARTICLE 29
MEDICAL DISQUALIFICATIONS/LIMITED DUTY

- 29.1 Directives and regulations promulgated by the Department of Energy regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures will be solicited by the Company from the DOE and the Bechtel, NV Health Physics Department whenever required.
- 29.2 If, as a result of radiation exposure or the possibility of harmful exposure, the Company determines under then-current DOE standards that specific employees must be restricted as to the location of duty and therefore should be reassigned. These employees will be assigned to another bargaining unit position for which they can be trained and/or qualified, according to their seniority among other limited-duty employees, and regardless of the seniority of those full-duty employees currently holding these positions. Upon removal of the restriction, employees so placed will be returned to their former positions relative to their bid preference and seniority.
- 29.3 Limited duty is defined as work assigned to those armed employees who are designated and placed on limited duty status due to medical reasons, whether on a permanent or temporary basis, and includes those personnel designated by the Bechtel, NV Medical Department as on light duty, restricted assignments, etc.
- (a) In the event that employees are placed on limited duty, the Company will assign these employees to designated positions for which they can be trained and/or qualified. Seniority will prevail among other limited-duty employees.
 - (b) The equalization of overtime and callout provisions for personnel scheduled on reduced workweeks will not apply for limited duty personnel unless limited duty assignments are available when they are due to be called out. Switching provisions are applicable.
 - (c) If no limited duty stations for which the employee is qualified are available based upon the employee's seniority among limited-duty employees, the employee will be reduced in force or at their option will be given Leave Without Pay. If the employee refuses to accept a limited duty assignment, the employee will be reduced in force.
- 29.4 Armed employees who are temporarily unable to carry a firearm for medical reasons may be assigned to a Security Officer position if such a position is available. The following applies:

- (a) Priority for Security Officer positions is given to employees who are permanently disqualified from armed status by the DOE Designated Physician, but determined to meet the standards for Security Officer as outlined in 10 CFR 1046.
- (b) Employees injured on the job who as a result of the injury have been medically unable to work in armed status for a period of not less than two weeks may be assigned to Security Officer positions which are authorized but not currently filled by a Security Officer. Assignments within this category will be by seniority, however, employees in this status may not displace permanently designated Security Officers.
- (c) Employees who as a result of a medical condition, not job related, have been unable to work in an armed status for a period of not less than two weeks may be assigned to Security Officer positions which are authorized but not currently filled by a Security Officer or an employee who qualifies under (b), above. Assignments within this category will be by seniority, however, employees in this status may not displace permanently designated Security Officers or employees who have been injured on the job and qualify for such assignments.

29.5 When employees are temporarily assigned to a Security Officer position in accordance with paragraph 29.4, they will be paid at the Security Officer rate for the term of the temporary assignment.

ARTICLE 30
FUNERAL LEAVE

30.1 In the event of death in the immediate family of an employee, the employee will be granted up to four (4) days of funeral leave with pay at the employee's basic hourly rate on the basis of scheduled hours of work (not to exceed twelve (12) hours per day) or forty-eight (48) hours, not including such employee's days off.

The purpose of funeral leave is to make necessary arrangements for the funeral, to attend the funeral and to assist in settling the estate of the deceased. The employee must substantiate the amount of leave requested, i.e., relationship to the deceased, travel, etc.

If a death occurs in an employee's immediate family while the employee is on authorized leave, the employee should immediately notify supervision. The employee will be permitted to cancel those days of authorized leave remaining, after notification, and replace those days with funeral leave, provided the employee substantiates the need for the leave.

30.2 For the purpose of this Article, the immediate family of the employee is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and stepchildren. The terms father and mother are not limited to the employee's biological parent(s) but in the absence of a biological parent(s), those persons who are considered by family, friends and/or the community as the parent(s) of the employee will qualify as parent(s) for the purpose of this article.

**ARTICLE 31
SPECIAL LEAVE FOR VOTING**

- 31.1 Employees will be allowed reasonable time off for the purpose of voting at regular city, county, state and general elections with no loss of pay. The employee must provide a voter's stub to be entitled to pay.
- 31.2 The week prior to any regular city, county, state or general election the Company will prepare and keep posted for the week an Election Leave Roster which will be signed by the employees to indicate their desire to have time off to vote. Employees will give the Company notice of their desire to vote not later than the day before the election or they will not be relieved from duty.
- 31.3 Employees assigned to work Able Shift at the NTS, who desire to vote on election day, must vote in the following manner:
- (a) Employees assigned to a relief station must report to their reporting point within two (2) hours of poll opening. The employee will be compensated as if they had reported at the regular starting time.
 - (b) Employees assigned to non-relief stations must depart Security Headquarters no later than 1600 hours. Transportation to Las Vegas will be provided to employees on election day.
 - (c) Present proof of voting by absentee ballot. The employee will receive an additional three (3) hours compensation at the basic hourly rate.
 - (d) Present proof of voting at the voting office during a two week period preceding election day. The employee will receive an additional three (3) hours compensation at the basic hourly rate.
- 31.4 Las Vegas Able employees assigned to a shift greater than 12 hours must report to their reporting point within one (1) hour of poll opening. The employee will be compensated as if they had reported at the regular starting time.
- 31.5 If operational requirements prevent the Company from allowing NTS Able Section employees to exercise a listed option, the Union will be advised of any alternative method used to allow the employee to vote.

ARTICLE 32
SPECIAL LEAVE FOR JURY DUTY OR COURT
APPEARANCE

- 32.1 If an employee is called for jury examination or service, or summoned by the court as witness, except as a principal, they shall be paid for time necessarily lost from the regularly scheduled work week as though it was worked. The employee shall promptly notify Headquarters when they receive notification of jury service or is summoned as a witness, and present to their supervisor the court order, subpoena or summons ordering their appearance in court, or a copy thereof.
- 32.2 All fees paid to employees by reason of such appearance shall be remitted to the Company, or employees may be paid the difference between money received for the period of such duty and the monies they would have received for their regularly scheduled hours during the period involved. At the time employees claim compensation under this Article, they shall also submit some evidence of their attendance in court. Such time shall be considered as time worked for the purpose of computing overtime. As used hereunder, necessary time off means the day of the appearance in court of day shift employees and either the night before or night after the appearance in court for night shift employees, but not both.
- 32.3 Employees required to appear for work related activities before any court or administrative agency by the company, DOE or other user agencies during their scheduled shift, will report to their reporting point for assignment until the time of such appearance. After the appearance, the employee will return to their reporting point for assignment for the remainder of their scheduled shift. This provision will apply regardless of whether or not a subpoena has been issued. When such an appearance occurs on a day the employee is not scheduled to work, the employee shall receive four (4) hours pay or for actual time involved for more than four (4) hours.

ARTICLE 33
MILITARY LEAVE

- 33.1 An employee who is involuntarily drafted into military service will be granted four (4) hours pay at their basic hourly rate when required to take a pre-induction physical examination which is given during their regular scheduled hours.
- 33.2 Any employee who is a member of the National Guard or military reserve unit who is ordered to active duty for annual training will be paid at one-half (1/2) their basic hourly rate (provided that the pay from the Company, when added to pay received for each week of active duty by the employee for military service, does not exceed the employee's basic straight-time hourly pay for fifty-two (52) hours), up to a maximum of three (3) weeks in any fiscal year.
- The employee must submit to the company a copy of their orders to report for active duty under this Article, and verification of the military duty pay received for such period of active duty.
- 33.3 Any employee who is a member of any branch of the National Guard or reserve corps of any military unit recognized by the state or National Guard as part of the armed forces shall be granted leave of absence when ordered to active duty for local emergency service. During such absence, the employee will be paid the difference between their basic straight-time hourly rate for fifty-two (52) hours and their government pay and allowances (excluding travel pay) for a maximum of one (1) month for any one emergency, or up to two (2) months during any one fiscal year.
- 33.4 Military training leave up to twenty-one (21) days, or military emergency leave up to one (1) month, will not affect the employee's vacation pay, sick leave accruals, seniority or pension benefits.
- 33.5 Military leave for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with applicable law without an effect on the employee's reemployment or seniority status.

ARTICLE 34 LEAVE OF ABSENCE

- 34.1 Leaves of absence may be granted without pay, at the discretion of the Company, for a maximum of thirteen (13) weeks with no loss of seniority. A minimum advance notice of four (4) weeks, except in cases of sick leave of absence and emergency, will be required on requests for a thirteen (13) week leave of absence. Except where prior approval is obtained from the Company, an employee who accepts gainful employment while on leave of absence may be subject to disciplinary action up to and including discharge.
- The provisions of any other relevant Articles of this Agreement notwithstanding, vacation, sick leave, insurance benefits and accrual towards wage progression will apply to the first thirty (30) days of such leave. Employees in their probationary period shall not accrue credit toward wage progression during leaves of absence granted under this paragraph.
- 34.2 An employee who has exhausted their paid sick leave benefits and is unable to return to work because of a bonafide illness or injury (including pregnancy) shall be granted sick leave of absence not to exceed twenty-six (26) weeks. Seniority will accumulate during such leave. If, at the expiration of such leave of absence, the employee is unable to return to work, they shall then be placed on layoff status for a period not to exceed one year. If the employee subsequently is able to return to work, they shall be recalled with full accumulated seniority. The provisions of any other relevant Articles of this Agreement notwithstanding, vacation, sick leave, and accrual towards wage progression will not apply. Insurance benefits shall continue for up to twenty-six (26) weeks.
- 34.3 An educational leave of absence not to exceed one (1) year may be granted to an employee with more than two (2) years of employment. Only seniority will accumulate during such leave.
- 34.4 Leaves of absence of a hardship nature, not including the injury or sickness of the employee, may be granted without pay at the discretion of the Company for a maximum of thirteen (13) weeks with no loss of seniority. Vacation and sick leave accruals as well as insurance benefits will apply during this period. The leave of absence may be extended at the option of the Company without benefits.
- 34.5 Employees on any leave of absence, except leave of absence outlined in 34.2, in excess of thirty (30) days may retain their group insurance by paying premiums in accordance with the Company plan.

34.6

On the first Monday in July, each covered employee shall receive two (2) Personal Leave Days per year, one day in the contract year for new hires if the hire date is after December 31. Personal Leave Days will be paid for twelve (12) hours each day at the employee's basic hourly rate and may be utilized by the employee for any purpose. Incremental personal leave may be taken. It is understood that such personal leave shall be scheduled at the discretion of the Company.

This leave must be taken within each contract year. If such leave is applied for and denied by the Company, such leave will remain credited to the employee until the leave is allowed.

Employees who receive two Personal Leave days per the terms of this Article and who are on Leave Without Pay (LWOP) will not be eligible to use those Personal Leave days unless or until they return to work during the contract year in which the Personal Leave days were earned.

ARTICLE 35
TEMPORARY DUTY AT OFF-SITE LOCATIONS

35.1 Assignment by the Company of personnel to off-site projects (other than assignments at the Nevada Test Site and in Las Vegas, Nevada) will be covered by the provisions of this Agreement. The wage rates herein shall apply unless the off site base hourly rate is higher, in which case, the higher base rate shall apply.

35.2 In the event the Company staffs any off-site projects with any employees from the bargaining unit, then, if possible, all employees used will be from this bargaining unit. If, however, additional personnel are used then the parties agree that the provisions of this Agreement shall apply to all such personnel used. However, it is agreed that the Company in assigning or processing for assignment or employment at any off-site projects is free to employ or assign employees and job applicants from sources other than those covered by this Agreement, and in such event, the provisions of this Agreement shall apply.

A Volunteer list for off-site projects will be established on a thirteen (13) week basis. Volunteers will be selected from the list by the Company based upon seniority and qualifications. Requests for removal from the volunteer list will not be accepted except by mutual agreement between the Company and the Union.

If sufficient Bargaining Unit personnel are unavailable on a volunteer basis for this type of off-site assignment, the Company will direct qualified personnel to work the assignment based on reverse seniority.

For emergency off-site assignments which are time critical (i.e., NEST deployments), the Company will assign qualified personnel who are immediately available and volunteer to work the assignment based on seniority. If no volunteers are available, the Company will assign qualified personnel to the assignment based on reverse seniority, if time permits. In those situations where the departure is so immediate that this personnel selection cannot be facilitated, then those personnel assigned to the location and station(s) of the departure will be assigned to the deployment.

Employees covered by this Agreement shall not be assigned to any DOE off-site location where a unionized protective security force at that location is engaged in picketing or on strike.

35.3 There will be a reasonable period allowed for employees bidding for temporary duty, with a minimum of eight (8) days posted notice except as dictated by 35.2. At the end of each bidding period for off-site assignments, no further bids will be accepted until the existing list of employees desiring off-site assignment has been depleted. Employees bidding for off-site assignments shall not be entitled to withdraw their

bids if management has scheduled work in reliance on such bids. When, and if, additional employees are required, a new notice will be posted and the same seniority system will prevail.

- 35.4 The Company will post a seniority list of all employees bidding on temporary duty assignments. Employees desiring to return to their permanent assignment upon completion of their temporary duty shall be returned at the expense of the Company.
- 35.5 Employees desiring to return before completing their temporary duty may do so provided a qualified replacement is available and no additional expense is incurred by the Company as a result of the early return. Employees desiring to return in case of an emergency, when substantiated to the Company, will be returned at Company expense.
- 35.6 When temporary duty manpower requirements are reduced, employees will be returned at Company expense in order of the employee's preference by seniority.
- 35.7 If additional temporary duty projects develop after the assignment of employees to existing temporary duty projects, the employees, so assigned, shall not be reassigned to any other projects until they have completed the project originally bid.
- 35.8 Employees assigned to temporary off-site duty shall continue to accrue seniority. The employee will be returned to their original assignments and shift preference, seniority prevailing, upon completion of temporary duty.
- 35.9 Employees on assignment to temporary duty at off-site locations will be paid per diem in lieu of subsistence in accordance with standard Government travel regulations and U. S. Department of Energy directives or orders. Per diem rates for temporary duty assignment will be posted on the bid notices.
- 35.10 Employees assigned to off-site locations shall be paid for actual time traveling to and from such locations in addition to being provided transportation. This does not include travel time from accommodations to muster point. All time spent in travel will be considered time worked for pay purposes. Travel time starts one hour before a scheduled flight, and terminates as specified in the off-site posting. Upon return, travel time ends one hour after flight arrival. Travel days will be designated as part of the off-site assignment and employees will not be eligible to bid for on-site assignments on designated travel days.
- 35.11 When and if special uniforms or equipment are needed at an off-site location, they will be furnished by the Company.

- 35.12 Assignment by the Company of personnel who are used on off-site projects which are off-continent will be covered by provisions which will be negotiated between the Union and the Company.
- 35.13 Logistical and administrative conditions of off-site projects will be reviewed with the Union and input will be considered prior to posting off-site announcements.

ARTICLE 36
INSURANCE, HOSPITALIZATION, MEDICAL
AND DENTAL BENEFITS

- 36.1 Employees may, at their election, enroll in the current Company sponsored group insurance Plan, or the available HMO Option. The employee must complete and sign an enrollment card in accordance with plan provisions, not later than thirty (30) days from their hire date. Coverage will begin upon the employee completing ninety (90) days of employment. Employees are subject to the rules of the Plan(s).
- (a) Employees who are not enrolled during the Initial Eligibility Period (not later than 30 days from their hire date) must wait until the next Annual Enrollment Period to enroll for coverage.
 - (b) The present life insurance benefit shall be \$50,000 with a commensurate increase in the AD&D feature. Employees may purchase at their own expense through payroll deduction additional Life and AD&D insurance up to a maximum of \$50,000.00 in increments of \$5,000.00. Cost for the Plan year ending October 31, 2001, will be twenty-four (\$.24) cents per thousand (\$1,000.00) dollars per month. Premiums are subject to change at annual policy renewal, effective November 1 of each year. The cost of premium increases is to be borne by the employee. Employees are subject to all terms and conditions of the Policy. Late subscriber provisions do not guarantee coverage.
 - (c) The weekly short term disability benefit shall be \$300 per week for 52 weeks.
 - (d) The maximum Major Medical lifetime limitation shall be \$1,000,000.
 - (e) Under the group insurance plan a spouse is defined as a person to whom an employee is lawfully married. A dependent shall be defined as an unmarried child(ren) who is either a full-time student or is living at the permanent residence of the employee and for whom the employee provides over fifty (50) percent in support and maintenance. Coverage shall cease on the dependent child's twenty-third (23rd) birthday. Under the HMO option dependents shall include spouses, and shall also include never married children. Child(ren) over the age of nineteen (19) must be full-time students as defined in the Plan for dependent coverage and such coverage shall cease on their twenty-third (23rd) birthday.

For the purposes of this Article, dependent children shall include unmarried children (never married for HMO option) of a divorced employee who shall

have been ordered by a court to provide health care coverage for such unmarried children. All of the above dependent rules shall apply to such children except that the child(ren) must be living at the permanent residence of either the employee or mother/father.

For the purposes of this Article, dependent children shall also include unmarried children (never married for HMO option) of an unmarried employee. All of the above dependent rules shall apply to such children except that the child(ren) must be living at the permanent residence of either the employee or the mother/father. Coverage under this paragraph is contingent upon acceptance by the carrier based on documentation provided by the employee.

- (f) The medical plan shall provide for one vision examination every year.
- (g) A dental plan shall be provided, the highlights of which are: \$50 Deductible (3 deductibles per family max.), 100% Preventative (deductible Waived), 80/20 Basic Services, 50/50 Major Services, 50/50 Orthodontics, \$2500 Calendar year benefit, \$2500 Periodontics lifetime, and \$3000 Orthodontic lifetime.
- (h) The medical plan shall provide a Wellness program which specifically includes well woman, well man and well baby/child care.

36.2 Employee dependent (spouse and children) coverage shall be provided at the time the employees coverage begins provided that the necessary enrollment card has been completed and signed not later than thirty (30) days from the employees hire date. Dependents who are not enrolled at that time must wait until the next Annual Enrollment Period to enroll for coverage unless eligible for a special enrollment period as delineated by the Plan(s). Should an employee during their tenure with the Company acquire subsequent dependents (family members who become eligible dependents after the date the employee first becomes eligible), the employee will have thirty (30) days from the date of the qualifying event to enroll the new dependent(s). Dependents are subject to the rules of the Plan(s).

During the life of this Agreement, employees shall contribute five (5%) percent towards the premium cost for employee coverage and ten (10%) percent towards the premium cost for dependent coverage. Parties have agreed to re-open employee and dependent co-pay insurance premium costs effective with the wage re-opener at the end of the third year of this agreement.

36.3 No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.

- 36.4 A joint Labor-Management Committee will meet to study ways and means to combat rising medical costs and will be called a Health Care Cost Containment Committee. The Committee will consist of two Union representatives and two Company representatives, and will meet at least quarterly. However, the IGAN President or other Company representatives may participate. Union committee members will participate on Company time. Scheduling of meetings is contingent upon work requirements. The Company reserves the right to determine availability of meeting dates.
- 36.5 Insurance claims in dispute by employees will be handled through the appeals procedure outlined in either the indemnity plan or the HMO Plan.

ARTICLE 37
PENSION PLAN

- 37.1 Effective August 14, 1972, Wackenhut Services, Inc. and Independent Guard Association of Nevada Local No. 1, instituted a Pension Plan for all employees covered by the Collective Bargaining Agreement. Participation in the plan is limited to those employees who meet the eligibility requirements stated therein.
- 37.2 The Pension Plan has been and will continue to be subject to the continuing approval of the Commissioner of Internal Revenue and other State and Federal agencies and the terms of the Pension Plan may be changed from time to time to reflect new laws and regulations.
- 37.3 The responsibility for the management and operations of the Pension Plan rests with a Board of Trustees consisting of an equal number of persons appointed by each of the parties to this Agreement.
- 37.4 The Board of Trustees shall make all decisions with regard to the level of benefits and the sole obligation of the company shall be to contribute \$107.00 per week of active service beginning July 2, 2001; \$110.00 per week of active service beginning July 1, 2002 and \$113.00 per week of active service beginning June 30, 2003; \$116.00 per week of active service beginning June 28, 2004; and \$119.00 per week of active service beginning June 27, 2005, for all eligible employees who have completed their probationary period.
- Upon termination, vacation accruals, that are paid, will be considered weeks of active service for contribution purposes. However, such weeks will not be considered as weeks of active service for accrual of other benefits. (Accumulated accruals will be divided by forty-eight (48) hours to arrive at weeks of active service.)
- It is expressly understood that the Company and the Union have bargained for a set level of contributions on the part of the Company and that the Company is not obligated to pay any amount greater than the bargained contribution rate even if the funds provided are not sufficient to pay benefits at the level set by the Board of Trustees.
- 37.5 It is recognized that the Board of Trustees must approve any desired benefit improvements, based upon their obligations as Trustees under the Employee Retirement Income Security Act of 1974, as amended.
- 37.6 No dispute or disagreement over the interpretation or application of the Agreement and Declaration of Trust governing the Pension Plan, or over the interpretation or application of the Pension Plan itself, or over the actions of the Board of Trustees of

the Pension Plan shall be subject to arbitration under Article 9 (Grievance and Arbitration Procedure) of this Agreement.

37.7

The Company agrees to continue the practice of placing active employee pension trustees in training status for pay purposes for allowing no more than three (3) Union pension trustees and one (1) alternate trustee to attend either the annual educational conference or one (1) other educational seminar sponsored by the International Foundation of Employee Benefit Plans relating to pension trustee responsibilities per calendar year.

It is expressly understood that each such trustee or alternate will receive up to forty-eight (48) hours pay at the basic hourly rate and that if the conference or seminar is less than four (4) days duration, the employee shall receive twelve (12) hours pay for each day attended, including travel time, but shall not be eligible to receive any such pay for any subsequent conference or seminar attended that calendar year.

ARTICLE 38
ON-SITE TRAVEL

- 38.1 Any change in the presently-established travel times for security stations or new stations will be implemented only after such travel times have been verified by Union and Company representatives driving the distance together in a government vehicle.

ARTICLE 39
UNION SECURITY

39.1 If at any time during the life of this Agreement, a Union shop should be legalized in the State of Nevada, the Union may request the State of Nevada Labor Commission, or other mutually agreed-upon neutral authority, to conduct a secret-ballot election among all then-current employees to determine if the following paragraph shall be approved and become a part of this Agreement; a copy of this request will be sent to the Company. If, in this election, held after proper prior notification and at a site convenient to all eligible employees, a majority of such employees vote for its inclusion, the following paragraph will become effective the first of the month following the date the affirmative vote is confirmed by the authority conducting the election:

All employees shall, within thirty (30) calendar days after the effective date of this paragraph or within thirty (30) calendar days following the beginning of their employment, whichever is the later, either become members of the Union or pay an agency fee to the Union, and shall thereafter during the life of this Agreement remain members of the Union or pay such agency fee as a condition of employment. Employees required to pay membership dues or agency fees who fail to tender the agency fee or periodic dues uniformly required shall be notified by the Union, in writing, of their delinquency. A copy of such communication shall be sent to the Company not later than fifteen (15) days prior to a request that the Company take final action on any such delinquency.

39.2 Except as provided in paragraph 39.1, nothing in this Agreement shall be construed as requiring any person to become or not become, or to remain or not to remain, a member of the Union as a condition of employment.

ARTICLE 40
SAVINGS CLAUSE

40.1 Working conditions and practices that existed at the effective date of this agreement, shall remain in effect. Practices must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed, and established practice accepted by both parties. Any grievance submitted under this Article must clearly state and/or define the working condition or practice allegedly violated.

During the term of this agreement, upon the request of the Union or the Company, these working conditions and practices shall be subject to good faith negotiations where it is necessary to address changed circumstances.

40.2 Any provision in the Agreement that violates or conflicts with Federal or State laws or regulations shall become null and void. Any provision that shall become null and void shall be immediately open for negotiation to bring it into conformity with Federal or State laws or regulations. All other provisions of this Agreement shall remain in full force and effect for the life of this Agreement.

40.3 The parties agree that State and Federal laws must be adhered to and that proper authorities will be consulted for advice in instances where the meaning of a law is in doubt, or when a dispute arises as to interpretation of a law.

ARTICLE 41
MISCELLANEOUS PROVISIONS

- 41.1 Supervisory employees will not perform the duties of employees in the bargaining unit, except under the following conditions:
- (a) For an immediate necessity when no other personnel are available.
 - (b) When such work is necessary for instruction or training purposes.
 - (c) For personal relief of employees when other qualified employees are not readily available.
 - (d) Emergencies or Acts of God.
- 41.2 The Company agrees to establish in suitable places, readily accessible to all employees, bulletin boards for the posting of all official Union notices or information provided that nothing of a defamatory nature will be posted. The Union will furnish the Company with copies of all notices and communications posted on the Union bulletin board.
- 41.3 The term "Active Service" as used throughout this Agreement means being in an employed status (not on layoff, suspension, or leave of absence) as evidenced by the receipt of pay for at least eight (8) hours during a workweek, or being on an excused absence for Union business during a workweek. (It is not intended that the term "Active Service" relate to eligibility for holiday pay under Article 25 of this Agreement.)
- 41.4 No representative of the Company shall open an employee's locked locker unless the employee and Union Representative, if requested by the employee, is/are present. When the employee is not available, a law enforcement officer must be present. Also, a Union Representative will be present if reasonable under the circumstances.
- 41.5 The Company shall, subject to Bechtel, NV's agreement to print, supply the Union President with sufficient copies of this Agreement to furnish each employee a copy. The Company shall furnish a copy to each new employee covered by this Agreement.
- 41.6 No employee covered by this Agreement shall be granted leave without pay for the purpose of working at any location not under the jurisdiction of the DOE Nevada Operations Office unless work requirements at the Nevada Test Site are at a reduced level.

41.7 The DOE policy on "arrest authority and use of deadly force", and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of their actions in the reasonable performance of duties performed within the scope of their employment and in accordance with DOE directives and policies.

The Company shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of their actions in the reasonable performance of duties performed within the scope of their employment and in accordance with DOE directives and policies.

Employees shall immediately notify the Company of any threatened or pending claims or legal actions falling within the purview of this Article.

41.8 Trading of posts will be allowed when reasonably requested for legitimate reasons, upon approval of the Shift Captain or Headquarters Lieutenant in the absence of the Shift Captain. Once a trade has been approved, it becomes the scheduled post of the employees involved.

41.9 Duty assignments may involve air sweeps or transportation by helicopter. If the Company is unable to staff the above flight requirements on a volunteer basis, employees will be directed to fill these assignments without regard to seniority, providing there is no medical reason to the contrary. There will be no extra compensation involved in any such air flights.

41.10 Where an employee takes or attempts to take a human life in the line of duty, the company will arrange for a mandatory debriefing by a psychologist qualified and experienced in police/shooting incidents.

41.11 Minimum amounts of exercise (exercise prescription) will be prescribed for each employee. Employees who disagree with the prescribed exercise routine, either as too demanding or as too restrictive, may appeal, in writing, to the Physical Fitness coordinator. The Coordinator shall establish, in writing, as to the reasons for the prescription rate and whether it can or cannot be adjusted. If the issue is still in contention, the matter will be discussed by the parties under the provisions of Article 6, Joint Labor Management Committee.

ARTICLE 42 WEAPONS QUALIFICATIONS

- 42.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current Company regulations, based on DOE Directives. Personnel are required to demonstrate this ability during any scheduled training in which weapons qualifications are a part thereof and as outlined in paragraph 42.7.
- 42.2 All qualification firing will be conducted at the NTS Weapons Range.
- 42.3 All issued ammunition will be expended at the NTS Weapons Range in accordance with Range Officer guidance. No ammunition issued or brass will be permitted off of the NTS Weapons Range.
- 42.4 Armed employees shall demonstrate safety proficiency; such as, safety knowledge, function check and immediate action for each authorized weapon, normally on a semi-annual basis, to retain weapon carrying status. These safety tests will be administered during each semi-annual qualification (SAQ) session prior to any live fire. Employees initially failing the test will receive immediate remedial instruction/testing on the problem area(s).
- (a) Employees failing the immediate remedial instruction/testing will not be permitted on the range for live fire and will be placed on suspension without pay and scheduled for remedial training.
 - (b) A remedial class consists of a minimum of four (4) hours at the employee's rate of pay, or for actual time worked. Two (2) qualifying attempts must be allowed in the remedial class. Employees passing either the first or second attempt will be immediately returned to armed status and rescheduled to the next qualification class. Should a class be in progress with space available they will become part of that class.
 - (c) Those employees who fail all four (4) attempts will lose their authority to carry firearms under Section 161K, Atomic Energy Act, and will be terminated from employment.
- 42.5 Armed employees shall demonstrate their proficiency by qualifying on a semi-annual basis, under both day and night conditions with the weapons which they are armed with while on duty, and shall be allowed two (2) attempts with each weapon to qualify, if required, during each semi-annual qualifying period.

- (a) Employees qualifying on their first attempt will not be required to fire further attempts.
- (b) At the end of each firearms qualification class, an employee who fails to qualify will lose their authorization to be armed under Section 161K, Atomic Energy Act, except as noted below in 42.5(c), and be placed on suspension without pay and scheduled for remedial training.
- (c) When an employee who is assigned as a Sensitive Assignment Specialist (SAS) fails to qualify on other than the basic weapon(s) (handgun and rifle), they shall be temporarily reclassified to non-SAS Security Police Officer (SPO) status until the higher qualification is accomplished. Personnel removed from the SAS program may be reinstated provided they meet the requirements within thirty (30) days of their removal from SAS. If the individual fails to qualify for the higher standard of SAS, they shall be reclassified.
- (d) The Company will provide necessary ammunition for all scheduled training and scheduled qualifications and no notice inspections.

42.6

A DOE approved remedial training program is established that provides the employee with the necessary training to afford a reasonable opportunity to meet the firearms qualification standards for each basic weapon. Those employees who fail their two (2) attempts to qualify in scheduled training will be entered into this program and shooters shall be required to attempt the applicable firearms qualification course following completion of each phase of this program.

- (a) The program will consist of two (2) phases with each phase being no more than four (4) hours long. Employees will be compensated for four (4) hours pay at basic hourly rates.
- (b) Phase I will include the basic fundamentals of marksmanship, beginning with dry firing exercises, advancing to live fire practice and culminating in a qualification attempt.
- (c) Phase II will not be required if employee qualifies during Phase I.
- (d) If employee fails the qualification attempt during Phase I, employee will then move into Phase II of the program and must complete this phase within thirty (30) days of initial entry into the program. Phase II will address the shooting defect(s) identified during Phase I and will culminate in a second qualification attempt.

- (e) Those employees who fail both attempts during the remedial program will lose their SPO status and be disarmed per the requirements of 10 CFR, Part 1046, and will be terminated from employment unless the Reclassification MOU is invoked.
- (f) Any employee who requires remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, shall lose Security Police Officer status.

42.7 As directed by the Company or DOE, employees may be required to demonstrate proficiency by qualifying without prior notification. The Company or DOE may, at unannounced times and at random, select personnel on duty and instruct them to report to the NTS Weapons Range to demonstrate their ability to qualify. Armed employees shall demonstrate their proficiency with the weapon(s) which they are armed with while on duty and shall be allowed two (2) attempts with each weapon to qualify, if required, during a no notice inspection.

Employees failing to qualify on a no notice attempt will be scheduled for remedial on their next work day or later if the employee so requests.

42.8 Range Officer instructions and Range Safety procedures will be complied with at all times while on any live fire range on the NTS.

42.9 The Company will promptly give written notice to the Union when any employee fails to qualify under provisions of this Article. A Union official may be present strictly as an observer when any employee who has failed to qualify, on a no notice or during scheduled training attempts subsequent qualification.

42.10 The Company will provide, as part of the equipment issue, magazines, pouches, and equipment for qualification, to the extent the Company considers necessary.

42.11 Employees may be assigned to Training for the purpose of refresher training or semi-annual qualification without regard to their shift or days off bid.

42.12 Armed employees will be eligible for proficiency pay based upon their two (2) attempt scores attained during each semi-annual qualification period with the two (2) basic weapons. No notice qualification, with the two (2) basic weapons, will also be eligible for proficiency pay. All weapons and ammunition fired for proficiency pay will be furnished by the Company. Courses of fire will be approved DOE Day Qualification Courses scored on the five point scoring systems. Proficiency pay will be awarded as follows.

	<u>DOE DAY HANDGUN</u>	<u>DOE DAY RIFLE</u>	<u>PAY</u>
HIGHMASTER	291 & Above	146 & Above	\$ 175
MASTER	282 & Above	141 & Above	125
EXPERT	273 & Above	134 & Above	100
SHARPSHOOTER	258 & Above	126 & Above	75

Employees failing to make the required scores on one or more courses will be paid in the classification range where they have met the minimum scores for pay, i.e. 282 Handgun and 146 Rifle will be paid at master pay.

- (a) Proficiency pay will be paid as soon as possible. Proficiency pay will not be paid more than once for each semi-annual qualification period.
- (b) When qualifying on other than the DOE day qualification courses, proficiency pay will be paid based upon the last SAQ qualification.
- (c) Scores attained during remedial training do not qualify for proficiency pay.

42.13 A qualification allowance of one hundred and twenty-five (\$125.00) dollars will be paid annually to each Security Police Officer covered by this agreement.

- (a) Newly hired employees will receive allowance on a pro-rated basis; the allowance will be based on the number of months remaining in the current contract year during which they were newly hired.
- (b) Recalled employees will be paid the allowance of \$125.00 in full, for any portion of the current contract year during which they are employed, but not twice during the same contract year.

42.14 Allowance will be paid the second week of each July.

- (a) Allowance for new hire employees will be paid upon graduation from SPOIT.
- (b) Allowance for employees hired from other sites will be paid upon completion of basic weapons qualification.

ARTICLE 43
SENSITIVE ASSIGNMENT SPECIALISTS (SAS)

- 43.1 Personnel utilized on assignments termed Sensitive Assignment Specialists (SAS) will be selected and trained by the Company in accordance with required standards. To assure that SAS requirements are staffed with qualified personnel, applications will be accepted first from current employees and then from employees entitled to recall. In the event the Company does not obtain sufficient volunteers who qualify and successfully complete training for SAS assignment, qualified employees will be selected, trained and assigned to such assignments in reverse order of seniority. The Company may simultaneously, or in lieu of assigning employees to SAS positions, accept applications from outside sources.
- When incumbent Security Police Officers are assigned/reclassified as SAS members as a result of requirements, employees will be allowed a maximum of sixty (60) days, with an optional thirty (30) days at General Manager's discretion, to safely achieve the required physical fitness standard under 10 CFR 1046. Employees failing to meet the standards of the reclassification will be terminated and entitled to termination pay in accordance with Article 8.2.
- 43.2 Seniority will prevail for the purpose of bidding, except that in the event the normal bidding procedure does not cover SAS manpower requirements, the Company will assign SAS personnel to fill these requirements in reverse order of seniority.
- 43.3 SAS personnel may be called out to fill assignments without regard to the requirements of paragraphs 16.1 (Reduced Workweeks) and 21.2 (Overtime Compensation).
- 43.4 Sensitive Assignment Specialists will be compensated \$.35/hour in addition to their basic hourly rate. SAS Vehicle Commanders are compensated at the Sergeant premium.
- 43.5 All SAS personnel must continue to satisfactorily complete the SAS Refresher Courses and maintain the standards established by the Company for the SAS program.
- 43.6 SAS personnel may not resign from the program without approval of the Company.
- 43.7 When SAS tactical refresher training requirements dictate, starting times may be adjusted to accommodate day and night firing activities on the same shift. This change of starting time does not apply to semi-annual qualifications.

Prior to any change, logistical and administrative conditions (i.e., feeding, transportation, etc.) will be reviewed with the Union and input will be considered.

ARTICLE 44
WORKING CONDITIONS

- 44.1 Where feasible, permanent or portable fixed stations, excluding tunnels and mobile stations, shall be equipped with a microwave, refrigerator, swivel chair(s), telephone and radio communications. Stations that do not have potable water within will have a water cooler provided.
- 44.2 Where feasible, the Company will request Bechtel (NV) to provide a portable toilet facility for any fixed station prior to its activation.
- 44.3 Station equipment, chairs, desks, vehicles, refrigerators, etc. shall be in a safe and serviceable condition. All equipment that does not meet the above standards shall be replaced as soon as possible.
- 44.4 The Company will request through Bechtel (NV) and/or DOE ample housing for all employees who wish to stay over at Mercury.

**ARTICLE 45
SEVERANCE PAY**

45.1 Subject to the limitations of paragraph 45.1(b) below, employees who are terminated due to failure to meet the medical qualification standards (not the physical fitness test) set forth in 10 CFR Part 1046 shall be paid a severance pay based upon their length of continuous active service. A week of severance (excluding longevity pay) shall be paid based upon forty-eight (48) straight-time hours per week at the employee's basic hourly rate in accordance with Wage Scale 1.

- (a) The amount of severance pay for employee's terminated as described in paragraph 45.1 will be based upon the employee's length of continuous active service in the bargaining unit and according to the following schedule:

<u>Years of Continuous Active Service</u>	<u>Number of Weeks of Severance Pay</u>
One (1) but less than two (2)	1/2
Two (2) but less than three (3)	1
Three (3) but less than four (4)	1 1/2
Four (4) but less than five (5)	2
Five (5) but less than six (6)	3
Six (6) but less than seven (7)	4
Seven (7) but less than eight (8)	5
Eight (8) but less than nine (9)	6
Nine (9) but less than ten (10)	8
Ten (10) but less than eleven (11)	10
Eleven (11) but less than twelve (12)	12
Twelve (12) but less than thirteen (13)	14
Thirteen (13) but less than fourteen (14)	16
Fourteen (14) but less than fifteen (15)	18
Fifteen (15) but less than sixteen (16)	20
Sixteen (16) but less than seventeen (17)	22
Seventeen (17) but less than eighteen (18)	24
Eighteen (18) but less than nineteen (19)	26
Nineteen (19) but less than twenty (20)	28
Twenty (20) or more	30

- (1) Employees who as of July 1, 1993, have more than twenty-one (21) years of continuous active service shall be paid an additional two (2) weeks pay for each additional year of continuous active service.

(2) Employees who as of July 1, 1993, have more than fifteen (15) years of continuous active service, and who subsequently complete more than twenty-one (21) years of active service, shall be paid an additional two (2) weeks pay for each additional year of continuous active service.

(b) Severance pay will not be allowed in the case of an employee:

(1) who has not completed at least one (1) year of continuous active service,

(2) who has not gone through the waiver provisions provided in 10 CFR Part 1046 (unless due to the nature of the employee's medical disabilities, the Company does not process the employee for a waiver),

(3) who rejects employment at comparable pay and benefits by the Company or a successor company

(4) whose cessation of employment is for reasons other than the employee's inability to meet the medical standards referred to in paragraph 45.1, above.

45.2

Subject to the limitations of paragraph 45.2 (b), below, employees who are laid off as part of a reduction in force which exceeds thirty (30) days, shall be paid a severance pay also based upon their length of continuous active service. Severance pay under this paragraph shall be computed in the same manner as described in paragraph 45.1, subject to the limitation contained in paragraph 45.2 (a). If employees are recalled prior to payment of severance pay, no severance payment shall be due.

(a) The amount of severance pay for employees qualifying under paragraph 45.2 shall be one (1) weeks pay based upon forty-eight (48) straight time hours per week (excluding longevity pay) if less than one (1) year of active service, and one (1) weeks pay thereafter per year of service to a maximum of fifteen (15) weeks severance pay.

(b) Severance pay will not be allowed in the case of an employee:

(1) who accepts transfer to another DOE facility, subsidiary, or affiliate of the Company,

- (2) who rejects employment at comparable pay and benefits by the Company or a successor company,
- (3) who resigns,
- (4) who is discharged for cause, or
- (5) who voluntarily elects to retire normally.

45.3 Nothing in this Article prevents the Company from offering a separation or retirement incentive.

45.4 Severance pay will not be paid twice for the same period of service. In the event severance pay is paid to an employee who subsequently qualifies for, and is returned to active service within two (2) years of the employee's date of termination for medical reasons, or returned within one (1) year of lay off, the amount of severance pay will be deducted from the employee's subsequent earnings in reasonable amounts per week. If the Company, at the time such employee returns to active service, has ceased to provide security services for the Nevada Operations Office (DOE), the succeeding contractor shall be entitled to deduct the total amount of severance pay received by the employee from the Company in reasonable amounts per week from the employee's wages, and shall remit or otherwise credit the amounts deducted to the Department of Energy, its successor or assigns.

45.5 Breaks in continuous active service shall not result in a forfeiture of accumulated "Years of Active Service" as used in this Article. An employee shall suffer a break in accumulated "Years of Active Service" as used in this Article, if such employee loses their seniority under this agreement.

45.6 A Security Police Officer who fails to meet the medical standards (not the physical fitness test) for Security Police Officer, but meets the medical standards for Security Officer and accepts a Security Officer assignment, and who is later reduced in force, shall be eligible for severance pay.

45.7 Employees who are recalled to work prior to payment of severance pay and who refuse to return to work shall waive all rights to severance pay and be terminated.

ARTICLE 46 NOTICE OF CHANGES

46.1 The Union will be advised of proposed changes in personnel policies and other practices materially affecting working conditions, and which are within the

administrative control of Management, prior to the implementation of such proposed changes.

ARTICLE 47
INFORMATION TO BE SUPPLIED BY
EMPLOYEES

- 47.1 Employees must notify the Company Human Resources Section when changes occur in their personal or family status, i.e. marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This information must be in writing on a form provided by the Company. Additionally, employees shall verify the above information on an annual basis on a form which the Company shall distribute to each employee. Employees will not be paid in any manner for compliance with this provision. Failure to report changes which affect insurance coverage will result in the employee reimbursing the company for premiums which are not recoverable from the insurance carrier.
- 47.2 Employees will notify the Company of changes in their life insurance beneficiary(ies) in case of a change in marital or other personal status.
- 47.3 Employees will notify the Company Human Resources Section immediately of any expiration, revocation or suspension of their State driver's license. This notification will be made in writing. Employees will not be paid in any manner for compliance with this provision.
- 47.4 Due to the emergency nature of the Company's business, each protective force employee is required to have an operating telephone number where a message can be left where they can be contacted. This requirement is a condition of employment for all employees.

ARTICLE 48
EMPLOYEE SAFETY

- 48.1 It is the policy of the Company to provide employees a safe working environment free of recognized hazards and in compliance with safety and health standards and with directives promulgated by the Department of Energy and/or other Federal agencies, as applicable.
- 48.2 It is the responsibility of each employee to be safety-conscious at all times, to perform work in a safe manner, and to comply with all safety and health regulations applicable to any specific work area.
- 48.3 The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties, if such protective equipment is required by DOE. A copy of DOE directives on the subject of protective equipment will be sent to the Union.
- 48.4 All employees are encouraged to make recommendations in the matter of safety, and have the responsibility to report all observed safety hazards to the Company. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job.
- 48.5 Whenever a tunnel is fully operational for security purposes, the Company will request that Bechtel, NV make necessary arrangements to provide man-trains for station exchange within the tunnel. If a man-train is unavailable for WSI use at the time of station exchange, security personnel will make the exchange in the normal manner.
- 48.6 The Company agrees that government vehicles used by employees should be kept in a safe condition and to report any deficiencies to Bechtel, NV for correction. The Company will make a reasonable effort to provide vehicles with adequate heating and air conditioning. Similarly, the Company will advise Bechtel, NV of any problems concerning cleanliness and sanitary conditions of housing, locker rooms, workout areas and showers.
- 48.7 Three (3) IGAN representatives appointed by the Union shall participate on the Company Safety Committee on Company time.

ARTICLE 49
TECHNOLOGICAL CHANGE

- 49.1 In the event of any proposed change in equipment, material and/or methods which may result in a reduction in bargaining unit employees, the Company will advise the Union as far in advance as is feasible, consistent with security requirements, and the matter will be discussed by the parties under the provisions of Article 6, Joint Labor-Management Committee. Recommendations may be made by the Committee with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.
- 49.2 The Company recognizes its responsibility to its employees when it becomes necessary to effect any reductions in the work force as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (i.e., by such means as retirement, voluntary resignation, death, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority, as provided in Article 14 herein.

ARTICLE 50
ENTIRE AGREEMENT

- 50.1 The parties acknowledge that during the negotiation 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 all understandings and agreements reached by the parties are set forth in this Agreement.
- 50.2 The Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, wages, hours of work, discipline and training requirements during the term of this Agreement except as specifically provided for in other provisions of this Agreement. The Union specifically waives any right which it might otherwise have to request or demand such bargaining.

ARTICLE 51
DURATION

- 51.1 This Agreement shall be in full force and effect from 0600 hours July 1, 2001 and shall remain in effect until 0600 hours on July 1, 2006 and shall continue from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration date or extension mutually agreed to of its desire to terminate or modify this Agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Company and the client at least seventy-two (72) hours and not more than one hundred forty-four (144) hours prior to any contemplated strike or work stoppage.

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MEMORANDUM OF UNDERSTANDING

OVERTIME SCHEDULING AND CALLOUT PROCEDURES WACKENHUT SERVICES, INC. - INDEPENDENT GUARD ASSOCIATION OF NEVADA

This memorandum of understanding is effective July 1, 2001 and shall remain in effect during the term of the Collective Bargaining Agreement, unless changed by mutual agreement of the parties.

1. Scheduling of overtime will be rotated among those personnel who have bid for overtime on the 13-week bid and the weekly bid sheet. The schedule overtime rotation will begin at the top of the seniority list, to the bottom, then back to the top in a continuous rotation. If an employee fails to bid for a five-day schedule, the employee will have lost the opportunity for a five-day schedule. The employee will not be eligible for a five-day schedule until the next rotation.
2. The overtime roster will be maintained on a thirteen week bid basis with all personnel having zero overtime at the beginning of each bid.
 - (a) The order of calling will be the callout numbering system as listed on the daily assignment schedule for each shift.
 - (b) Personnel with the lowest number will be the first called out for daily overtime. When personnel are equal (the same callout number), seniority will prevail; that is, highest seniority will be called out or scheduled first.
 - (c) In determining callout sequence (number) on each daily schedule, Refused Work (RW), No Contact (NC) and Not Available (NA) charged during the week in progress will be added to the total charges on the weekly schedule.
3. Switching of assigned personnel in order to create a vacancy to accommodate the next person to be called for a callout will be accomplished. This procedure will apply to all classifications.

Switches which do not change hours of scheduled employees will be made whenever possible. If hours must be changed, a switch to increase hours of the employee being switched will be made before a switch to decrease. The following procedures will apply:

- (a) Even Hours: If the vacancy will not change the hours of the employees concerned, the employee with the least seniority occupying a station which can be worked by the next person to be called will be switched.
- (b) Increased Hours: If the station vacancy will result in increased hours, the highest seniority employee occupying a station which can be worked by the next person to be called will be switched to the vacant station.
- (c) Decreased Hours: If the station vacancy will result in decreased hours, switch the lowest seniority employee occupying a station which can be worked by the next person to be called out.

If two stations are occupied by employees who can work the vacant station, switch the employee with the closest hours to the station which is available regardless of seniority.

If a running relief or multiple person station is being switched, including in the event of deactivation, the above method will be used to determine which employee will be switched.

Employees must accept switches of stations to accommodate the next individual to be called out. Subsequent trades of the station may be approved by the Shift Captain or Lieutenant in the absence of the Captain.

It is the intent of the parties to make the minimum number of switches necessary to facilitate the callout of the next person on the callout list. It is not intended that switches be made to increase or decrease hours of otherwise unaffected personnel simply because of their seniority.

Any errors in switching which affect the number of hours worked shall be corrected, if possible, upon discovery. The Company, however, shall not incur liability for these types of errors.

- 4. Scheduled or callout overtime on a volunteer basis will not include personnel who refused to bid for overtime. However, these "no overtime" personnel will be scheduled for five or more days in reverse seniority order or forced on callout overtime in accordance with provisions of the Labor Agreement, if necessary, to fulfill work requirements.
- 5. Scheduled five or more days will be counted and charged as overtime, the same as on a callout basis.

6. If an employee on the overtime roster is due for overtime, but has not bid for a five-day schedule, they will still be called in proper order for an unscheduled overtime callout.
7. Those employees who are bidding for a five-day workweek and are unwilling to forfeit their bid for days off will only initial the "VOL 5 DAY" column. The employee will only be assigned a fifth day if they receive their first and second choice for days off.

Those employees who are bidding for a five-day workweek and prefer the five day workweek over their bid for days off will only initial the "PREFER 5 DAY" column. The employee will receive a five-day schedule that most closely honors their bid.

8. After the initial start based on seniority, the scheduling of voluntary five-day workweeks will be on a rotation basis. If an employee fails to bid for a five-day schedule, they will have lost that opportunity. Personnel moved from one shift and/or reporting point to another, will not be eligible for a voluntary five-day schedule unless they fit into the rotation for the assigned shift.
9. Callout guidelines are as follows:
 - (a) Event force out is an exception, paragraph 21.3, CBA.
 - (b) Callout sequence is:
 - (1) Call personnel assigned to the shift where the vacancy exists.
 - (2) Call personnel assigned to other reporting points, same shift.
 - (3) Call personnel on the opposite shift, same reporting point, then opposite shift, opposite reporting point, who are not working the shift prior to, or following the overtime shift available by the numbering system.
 - (4) Call personnel from the shift on-duty for doublebacks by the numbering system (only personnel who have indicated availability for opposite/doublebacks will be called). Calls will be made first to the same reporting point, then to the opposite reporting point.
 - (5) Call personnel available for reverse doubleback.
 - (6) Force out personnel, in accordance with the Collective Bargaining Agreement (CBA).

Calls to fill vacancies will be made as soon as possible after becoming aware of the vacancy. Calls for the subsequent shift will not be made after 2300 hours (1100 hours for Baker) or before 0300 hours (1500 hours for Baker). Calls for stations requiring an early callout may be made at earlier times, not to exceed three (3) hours prior to the reporting time. If the person to be called does not live within the greater Las Vegas area, the call should be made as soon as possible to enable personnel to prepare themselves and have adequate travel time.

10. When requirements necessitate, sixth and seventh-day workweeks will be assigned by seniority, on a rotation basis, to personnel who have volunteered for such assignments. If employees must be assigned an involuntary six or seven-day week, the assignment will be in reverse order of seniority.

Reduced Workweek Callout

Whenever possible, personnel on the daily schedule will be switched/reassigned to accommodate a reduced workweek person being called out. This will apply even if a number of switches are necessary. The intent is to provide the maximum number of opportunities for reduced workweek people to work.

The senior employee who has not had an opportunity to work their shift and reporting point will be called first. Those personnel who refuse a callout, a no contact, or have worked an extra day but still have less than forty-eight (48) hours during a reduced workweek will go to the bottom of the reduced workweek callout list and will remain in the reduced workweek callout rotation for their assigned shift and reporting point.

Work offered on other shifts or reporting points will not be charged with the reduced workweek callout rotation.

Reduced Workweek Callout Sequence

1. Reduced workweek personnel from the shift where the vacancy exists, by seniority.
2. Reduced workweek personnel assigned to the same shift, other reporting points (LV/NTS).
3. Reduced workweek personnel assigned to the opposite shift, by seniority, regardless of whether it is an opposite shift or doubleback. Calls will be made first to the same reporting point, then to the opposite reporting point.
4. Revisit reduced workweek "no contacts," prior to calling out four-day personnel.

5. If the vacancy still exists, utilize the voluntary overtime callout sequence (4 or more days).

Computation of Overtime

1. Employees will be charged on the overtime accountability roster for each overtime shift worked. Employees will be charged for work refused (RW), no contacts (NC) and not available (NA) for their assigned shift and reporting point.
 - (a) If an employee is charged "NC", the time the call was made will be noted on the daily assignment schedule. If the employee has an answering machine, a message to include time of call will be left.
 - (b) An employee who states they are "not available" will be so listed, but will not be charged for an NA unless the employee's turn actually comes up. (If not charged, the NA will be deleted from the daily schedule). An NA listed is for a twenty-four hour period unless the employee specifies a specific shift.
 - (c) If employees are on Union business (UB) when on scheduled days off, they will be called for overtime and charged as appropriate.
 - (d) An employee who desires to work overtime but will not be available for immediate contact may indicate their desire to "BOOK" for work. The employee will be responsible for contacting Headquarters for shift assignment information as soon as they are able but no later than 0300 hours for Able Section or 1500 hours for Baker Section. If the employee fails to contact Headquarters, but as of that time has not been assigned to work, they will lose the privilege to "BOOK" for the remainder of the present bid period and the entire next bid period.

If the employee has been assigned work and fails to contact Headquarters, they will be replaced on the schedule and charged with a day of Leave Without Pay (LWOP) and will lose privilege to "BOOK" for the remainder of the present bid period and the entire next bid period. If the employee's number comes up, they will be assigned the station which is available.

In all cases, the privilege to "BOOK" will be for whatever station becomes vacant. "BOOKING" will not be accepted for a particular area or station, i.e., Area 27 or station 215 only. "BOOKING" between reporting points is unauthorized.
 - (e) An employee on any authorized leave or assigned as an acting supervisor for one or more weeks will be charged with the average number total overtime days listed on the overtime accountability roster at the time of their return to work.

2. Each Monday morning, the following information will be posted on the current weekly master schedule.
 - (a) The column "Total Days Week" will show the number of days overtime worked (over four days), overtime refused, no contacts and not available situations, not to exceed the highest total days worked by anyone for the employee's assigned shift of the preceding week.
 - (b) The "13 Week Column" will be posted to include the total for the period from the previous schedule, plus the number of days entered in the "Total Days Week" column.

General

1. When notification of vacancies is received near the start of a shift, it is desirable to fill the vacancies with personnel who will be able to report at the regular shift starting time. However, when this cannot be accomplished, out of town personnel who could report to work within two hours of the scheduled time will be offered the callout.
2. Normally, pool personnel will be reassigned to their stations, as required, according to seniority and hours scheduled; that is, the highest senior person will be assigned to fill the vacancy if more hours are involved. If other considerations are involved, such as a special requirement or ability, the determination will be made by a Duty Officer.

Las Vegas detail personnel who are assigned to training under paragraph 17.2, and for whatever reason cannot attend the assigned training, will be assigned to a pool station at the NTS for the balance of that week. However, if a Las Vegas station becomes available, the Las Vegas personnel will be assigned that station.

Exception being, if the first employee to be called in Las Vegas for a callout is an employee making up a callout error, then the Las Vegas person at NTS becomes the second employee for a vacant station in Las Vegas. Then normal callout procedures would apply.

3. When a Leave of Absence Without Pay (LWOP) is granted in conjunction with a period of one or more weeks of vacation, the LWOP will be treated as vacation time relative to the bid request for days off.
4. The completed weekly master schedule will reflect all assignments worked and total hours for all bargaining unit personnel.

5. Each Monday copies of all the completed weekly schedules that are forwarded to the Payroll Section will be provided to the IGAN. The Company will provide daily assignment schedules to all Union representatives. The Company will provide special reports which document reduced workweeks and certifications of employees.
6. The agreed upon remedy for callout errors will be in accordance with the provision of Article 21.4 of the current Collective Bargaining Agreement (CBA).

This memorandum of understanding is binding upon the Company and the Union for the term of the current Collective Bargaining Agreement (CBA) and may not be changed without mutual agreement. Alleged violations of this MOU will be processed under Article 9, Grievance & Arbitration, of the current Agreement.

Michael J. Cleghorn
IGAN President
DATE _____

M.D. Ebert
General Manager
DATE _____

MEMORANDUM OF UNDERSTANDING RECLASSIFICATION

This Memorandum of Understanding is effective July 1, 2001, and shall remain in effect during the term of the Collective Bargaining Agreement, unless changed by mutual agreement of the parties.

1. In the event that the Department of Energy directs the Company to reclassify armed Protective Force positions to unarmed, the Company will reclassify employees from armed to unarmed Security Officer status by first soliciting volunteers by seniority. Volunteers will not be accepted from employees qualified in a classification for which requirements exist. If sufficient numbers of volunteers are not received, additional employees will be disarmed in reverse order of seniority, except that employees qualified in a classification in which requirements exist will not be disarmed.
2. If unarmed employees must subsequently be returned to armed status, the Company will solicit volunteers and re-arm volunteers in order of seniority. If sufficient numbers are not received, additional employees will be re-armed in reverse order of seniority.
3. Security Officers, including those reclassified under the provisions of this Agreement, will not be allowed to participate in physical fitness training on duty.
4. When Security Officers are reclassified as Security Police Officers as a result of requirements, they will be allowed not more than 60 days to safely achieve the required standards under 10 CFR 1046. The time limit may be extended an additional 30 days at the discretion of the company upon evaluation of the circumstances on a case-by-case basis.
5. For the purpose of work assignments, there will be no differentiation between Security Officers who are so designated as a result of 10 CFR 1046 and those who are reclassified as a result of disarming.
6. Severance pay will remain as specified in Article 45 of the Collective Bargaining Agreement with a distinction between severance for those medically disqualified under 10 CFR 1046 and those who are otherwise disarmed.
7. Once involuntary (other than 10 CFR 1046) reclassifications to Security Officer positions have begun under this Agreement, armed Security Police Officers who fail the physical fitness standard outlined in 10 CFR 1046, or fail to qualify with their assigned weapon(s), will be eligible to bump a less senior Security Officer back to armed status. If a reclassification occurs under this provision, either employee is eligible to request reclassification at a later date provided they meet the standard for the classification requested. The exception to this provision is that an employee who

loses their authority to carry a firearm as outlined in paragraph 42.6(f) will be terminated.

8. Incumbent personnel reclassified to Security Officer for other than medical reasons (10 CFR 1046) on or after July 1, 2001 will have their base hourly pay rate reduced by 20%.

Michael J. Cleghorn
IGAN President
DATE _____

M.D. Ebert
General Manager
DATE _____

**MEMORANDUM OF UNDERSTANDING
SPECIAL RESPONSE TEAM (SRT)**

In the event the Company is directed by DOE to implement a SPO III Program, this memorandum becomes effective and shall remain in effect during the term of the Collective Bargaining Agreement, unless changed by mutual agreement of the parties.

1. A select group of specially trained personnel will be designated members of the Special Response Team (SRT). These personnel must meet the offensive combative standard, as defined in 10 CFR 1046. To assure that the SRT is staffed with qualified personnel, applications will be accepted first from incumbent personnel and then from outside sources. In the event the Company does not obtain sufficient volunteers who successfully complete the training in accordance with required standards, employees will then be selected, trained and assigned to the SRT in reverse order of seniority. SRT personnel will also be qualified for assignment to other field stations.
2. Seniority will prevail for the purpose of bidding except that in the event the normal bidding procedure does not cover SRT manpower requirements the Company will assign qualified personnel to fill these requirements in reverse order of seniority.
3. SRT personnel may be called out to fill SRT assignments without regard to the requirements of paragraphs 16.2 (Reduced Work Weeks) and 21.2 (Overtime Compensation).
4. SRT personnel must continue to satisfactorily complete the SRT and other required refresher courses and maintain the standards established by the Company and applicable DOE directives.
5. SRT personnel are required to maintain qualifications as outlined in applicable DOE orders and may not resign from the SRT program without prior approval of the Company. Reassignment to another classification is contingent upon seniority and the availability of an existing position.
6. When SRT tactical refresher training requirements dictate, starting times may be adjusted to accommodate day and night firing activities on the same shift. This change of starting times does not apply to semi-annual qualifications.

Prior to any change, logistical and administrative conditions (i.e., feeding, transportation, etc.), will be reviewed with the Union and input will be considered.
7. Wages will be negotiated prior to the implementation of the SRT program.

MOU – SRT
Signature Page

Michael J. Cleghorn
IGAN President
DATE_____

M.D. Ebert
General Manager
DATE_____