



**AGREEMENT**

**BETWEEN**

**WSI**

**AND**

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

**2009 - 2014**



**LAS VEGAS, NEVADA**

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## **PREAMBLE**

This Agreement is entered into this first day of July 2009, by and between WSI, 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 National Nuclear Security Administration Nevada Site Office (NNSA/NSO).

### **ARTICLE 3 MANAGEMENT RIGHTS**

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

### **ARTICLE 4 JOINT LABOR - MANAGEMENT COMMITTEE**

- 4.1 A joint Labor-Management Committee will discuss mutual solutions to problems affecting Labor-Management relations.

(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. Additional meetings will be held by mutual agreement of both parties. One of the aforementioned meetings each quarter includes the President, Secretary-Treasurer and one (1) Executive board member. The remaining three (3) Executive board members may attend the quarterly meeting, if on duty, only when operationally feasible.

Written agendas shall be exchanged by both parties seven (7) days in advance of a meeting unless agreed to otherwise. 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 grievances 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, if operationally feasible.

## **ARTICLE 5 UNION REPRESENTATION**

- 5.1 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. One Union Representative will be permitted one hour to address new classes of Security Police Officer Trainees during the first week of initial training, and two (2) union representatives another hour during the last two weeks of initial training. If on duty and operationally feasible, time is on the clock. If not on duty, time is union business.

Union business involving discussion with Company officials will be conducted on Company time, provided only one Union representative is involved (two (2) Executive Board members 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.

- 5.2 Not more than three (3) employees from each NTS shift, two (2) employees from each SRT shift, and one (1) employee from each LV 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. Should the authorized strength increase or decrease, the Company and Union will negotiate representative numbers at that time.

- 5.3 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 the NNSA/NSO 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.
- 5.4 In accordance with an employee's Weingarten rights, **if requested by the employee**, the Company will provide Protective Force personnel with Union representation at any level of an investigation that may or could lead to discipline (written or verbal).
- 5.5 The Company will allow the Union an "IGAN Minute" at muster when preapproved by the Shift Captain.

**ARTICLE 6**  
**AUTHORIZATION FOR CHECK-OFF OF**  
**UNION DUES/ FEES**

- 6.1 When the Company receives the proper authorization from the Union authorizing the check-off of Union dues, the Company will deduct the dues in an amount established by the Union from the third payday 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 of Nevada, 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.
- 6.2 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.
- 6.3 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 7 EMPLOYMENT PROCEDURES**

- 7.1 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.
- 7.2 The Company will provide the Union with a list of newly hired SPO Trainees and rehired SPO's, to include home addresses and phone numbers. The notification will include the employee's classification, rate of pay and date of hire or rehire, and will be furnished within one week of the date of hire or rehire.
- 7.3 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 will be placed in the appropriate training program, based on time of absence since their most recent termination, in accordance with DOE directives. The Company will retain the right to establish training programs for those situations not specifically defined in DOE directives. Upon completion of the training program, the employee will be eligible for work in the field as a Probationary SPO.

Employees rehired within one (1) year of their termination date must, on their own time, meet applicable DOE physical and basic weapons qualifications prior to return to work. These rehired employees are not required to attend the SPO Initial Training Course and will be paid at the Probationary SPO wage rate effective their date of rehire until they have completed required training. At the completion of required training, the employee will be paid at the applicable wage rate for the work being performed. These employees who were terminated prior to completion of the probationary period must complete the balance of their probationary period upon completion of required training.

Employees rehired more than one (1) year after their termination date are required to attend the SPO Initial Training Course and will be paid at the trainee wage rate effective their date of rehire.

**ARTICLE 8**  
**EMPLOYMENT AND CONTINUED**  
**EMPLOYMENT**

8.1 The Company has the right to determine an employee's qualifications for initial and continued employment. The basic medical, physical and mental standards are set forth in 10 CFR Part 1046 and other applicable DOE directives and orders.

All employees covered by this Agreement are obligated to read and comply with the orders, rules, regulations, policies and procedures of the Company, DOE, NNSA/NSO, any successor government agency or any successor contractor to the Company. Nothing herein shall limit the Union's right to grieve a Company order, rule, regulation, policy or procedure which the Union claims is in conflict with the Agreement.

Violations of the Company's orders, rules, regulations, instructions, policies and/or procedures by any employee covered by this Agreement shall subject that employee to counseling, or for more serious infractions, subject the employee to actions in accordance with Article 13 of this Agreement.

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

Union within ten (10) working days of receipt by the Company.

8.2 In accordance with applicable DOE Directives and Order,

- (a) SPO I Non-HRP personnel must meet the defensive combative standard, SPO I Non-HRP qualification standards and, on an annual basis, successfully complete the SPO I Non-HRP site specific, timed tactical stress course. In addition, all permanent SPO I Non-HRP employees must be Station 800/801 certified.
- (b) SPO I personnel must meet the defensive combative standard, volunteer for and maintain certification in the Human Reliability Program (HRP) and meet the SPO I qualification standard. SPO I will complete a site specific, timed tactical stress course that tests physical fitness and marksmanship skills on an annual basis.
- (c) SPO II personnel must meet the offensive combative standard, volunteer for and maintain certification in the Human Reliability Program (HRP) and meet the SPO II qualification standard. SPO II will complete a site specific, timed tactical stress course that tests physical fitness and marksmanship skills on an annual basis.

- (d) Three separate train to standard courses for each SPO classification will be used. Target distance will remain the same, overall course length will not vary greater than 25 yards and the length of time spent wearing the protective mask (SPO I/SPO II) will remain relatively the same.

If a SPO I Non-HRP, SPO I or SPO II employee fails to meet the minimum required training standard on the applicable tactical stress course, the employee will receive remedial training and additional attempts until the standard has been met. Should the employee not meet the minimum training standard prior to the end of the training cycle that includes the stress course, that employee will be temporarily unarmed and removed from the schedule (in a leave without pay status) and entered in the formal weapons remedial program. If the employee fails the remedial program, the employee will lose SPO status, as applicable. The employee may be reclassified contingent upon the provisions of this Article.

- (e) SPO III employees must volunteer for and maintain certification in the HRP and meet the requirements of SPO III.

8.3 Security Police Officers will be selected and trained by the Company in accordance with required standards. To assure that SPO I/ SPO II 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 SPO I/SPO II 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 SPO I/ SPO II positions, accept applications from outside sources. SPO III requirements will be staffed in accordance with Article 9 of this Agreement.

SPO I, II, and III personnel may not resign from their job classification without approval of the Company. However, SPO I, II and III personnel may be reclassified as listed below, provided they meet the standards of the position to which they are being reclassified. In order to maintain mission readiness, the priority for reclassifying personnel and filling vacancies will be SPO III, SPO II, SPO I and then SPO I Non HRP.

(a) Involuntary movement between the SPO

I, SPO II or SPO III classifications resulting from a situation/circumstance created by DOE direction will be managed by the Company, including discussion with the Union. A change in medical condition of the employee, validated by the SOMD, which inhibits their ability to meet standards, will be managed by the company, including discussions with the Union, on a case-by-case basis.

- (b) Incidental voluntary movement between the SPO I, II or III job classifications will be managed by the Company, including discussions with the Union, on a case-by-case and operational/mission requirements basis.
  - (1) Failure to maintain minimum firearm qualification scores or job classification training standards does not qualify a SPO I for consideration for a SPO I non-HRP vacancy. Furthermore, the same failure will not qualify a SPO II for consideration for a SPO I or SPO I Non HRP vacancy. Both of these situations will be grounds for removal from SPO status.
  - (2) Failure to maintain minimum SPO III firearm qualification scores or SPO III job classification training standards and the absence of a SPO II

vacancy for which the employee is qualified will be grounds for removal from SPO status.

(c) Programmed voluntary movement between the SPO I, II or III job classifications will be allowed once per year, during a designated period of time, in accordance with the subparagraphs below and established procedures for annual reclassification of SPO I, II and III personnel.

(1) SPO I employees may be reclassified to a SPO I Non-HRP, SPO II, or SPO III position contingent upon seniority, the availability of an existing position and the requirements of this paragraph.

(2) SPO II employees may be reclassified to a SPO I Non-HRP, SPO I, or SPO III position contingent upon seniority, the availability of an existing position and the requirements of this paragraph.

(3) SPO III employees may be reclassified to a SPO II, SPO I or SPO I Non-HRP position contingent upon seniority, the availability of an existing position and the requirements of this Article and Article 9.

Termination pay, as prescribed in 8.4 below, is not applicable to employees terminated as a result of the Voluntary Reclassification Program.

- 8.4 Employees who are involuntarily directed to meet the offensive combative standard (physical fitness), as a result of work requirements, will be allowed seventy-five (75) days, from the date of notification, 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. Employees involuntarily directed to SPO III and failing SRTBQC will be terminated. Said employees will be eligible for termination pay based upon their length of service providing they have a minimum of five (5) years of continuous service. Termination pay will be based on forty-eight (48) straight time hours per week at the employee's basic hourly rate (excluding longevity). Termination pay will be paid as follows: Employees with five (5) years will receive five (5) weeks with an increase of one (1) week for each additional year completed to a maximum of fifteen (15) weeks.
- 8.5 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.

Tests, when required by the designated physician, will be part of the annual physical to be paid for by the Company and administered on Company time. When an 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 has a right to conduct random drug and alcohol testing. The Company may also conduct such testing when the Company has reasonable suspicion to believe that such examinations are necessary. For the purpose of this Article, reasonable suspicion is defined as, but not limited to:

- (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 after any drug or alcohol testing. If the test result(s) are negative, the employee will be made whole.

- 8.6 Any employee whose employment 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 DOE, 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 of this Agreement.

- 8.7 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 discuss implementation of such changes.
- 8.8 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 or where they can be contacted. This requirement is a condition of employment for all employees.

## **ARTICLE 9 SPECIAL RESPONSE TEAM**

- 9.1 SRT personnel will be selected and trained by the Company in accordance with required standards. SRT personnel must meet the offensive combative standard, as defined in 10 CFR 1046, and they must be certified under the Human Reliability Program prior to working an SRT station. To assure that SRT requirements are staffed with qualified personnel, applications will be accepted first from incumbent personnel. In the event the

Company does not obtain sufficient volunteers who qualify and successfully complete training for SRT assignment, applications will then be accepted from outside sources. In the event the Company does not obtain sufficient external applicants who qualify and successfully complete training for SRT assignment, incumbent employees will then be directed into the program, trained and assigned to such assignments in reverse order of seniority.

- 9.2 Before being assigned to a dedicated SRT, SPO III applicants must meet the minimum standards in accordance with DOE directives.
- 9.3 Incumbent employees, directed into the SPO III program, and failing the SRTBQC, will be terminated.
- 9.4 Seniority will prevail for the initial bidding of shift assignment (Able or Baker) and days off (Monday, Tuesday, Wednesday or Friday, Saturday, Sunday). Shift assignment and days off will be for a period of 6 months with the bid occurring in August and February. Hardship cases will be handled on a case by case basis.

At the time DOE directs or there are enough qualified precision riflemen to fill each active team, the program will be initiated at the next

bid cycle. Each precision rifleman will then bid strictly by seniority against other precision riflemen. Precision riflemen will be required to retain their position until a qualified replacement is ready to work.

When openings become available for precision rifleman, volunteers will first be requested. Candidates will submit, in writing, their interest for the position to the Company. Once selection and preparatory training are completed, employees will be scheduled for school by seniority.

If a SRT vacancy should occur during the six month bid period all unassigned SPO III qualified personnel are eligible for consideration. Accordingly, if a SRT Basic Qualification Course should occur during the six month period, an SRT bid will be obtained from those SPO's who successfully complete the course and are promoted to SPO III. Consistent with the normal bidding process, seniority will prevail for selection to the vacancy for the remainder of the bid period. If eligible SPO III employees do not volunteer for the vacancy, the vacancy will be filled in the reverse order of seniority.

- 9.5 Should new SRT programs be implemented in the future, the Company will meet and discuss implementation with the Union.

Assignment to a dedicated 6-person team will be at Company discretion, consistent with Paragraph 9.4.

- 9.6 The Company will cover unscheduled SRT manpower requirements as prescribed in Article 19, Overtime Scheduling and Callout Procedures.
- 9.7 SRT personnel may be called out to fill SRT assignments without regard to the requirements of Paragraphs 20.1 (Reduced Workweeks) and 18.2 (Overtime Compensation).
- 9.8 SRT personnel may be:
  - (a) Scheduled a fifth, sixth or seventh work day in non-SRT field positions,
  - (b) Forced out in support of other field station assignments, and
  - (c) Eligible for call outs to other field stations.
- 9.9 SRT personnel must continue to satisfactorily complete SRT and other required refresher courses and maintain the standards and qualifications established by the Company and applicable DOE directives.
- 9.10 SRT personnel:

- (a) Once qualified, SPO III's are expected to serve at least two (2) years in the program.
  - (b) May not resign from the program without the approval of the Company.
  - (c) Who formally request to resign from the program, must continue to remain in the program until such time as a qualified replacement can be hired/trained and certified.
  - (d) Will be reassigned to another classification contingent upon seniority and the availability of an existing position.
- 9.11 SRT personnel are eligible for assignment to temporary off-site locations as prescribed in Article 37 as long as site SRT requirements can be covered.
- 9.12 When SRT tactical training and weapons qualification requirements dictate, starting times may be adjusted (flexed) in accordance with Paragraph 17.14.
- 9.13 It is the intent of the Company to establish an SRT ready reserve if authorization and funding is received from NNSA/NSO.

**ARTICLE 10**  
**WEAPONS QUALIFICATIONS**

- 10.1 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 10.7.
- 10.2 All qualification firing will be conducted at an authorized Weapons Range.
- 10.3 All issued ammunition will be expended at an authorized Weapons Range in accordance with Range Officer guidance. Non-duty load ammunition and brass will not be permitted off of the authorized Weapons Range.
- 10.4 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 training program is established that provides the employee with the necessary training to afford a reasonable opportunity to demonstrate the required level of safety proficiency via a Limited Scope Performance Test (LSPT). Those employees who fail their two (2) attempts on the safety test in scheduled training will be entered into this program and will be required to attempt the safety test following completion of each phase of this program.
- (c) 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 the basic hourly rates.
- (d) Phase I will be scheduled immediately on the first date resources are available and will include all the basic fundamentals

of safety required to successfully pass the safety test. Phase I will include instruction and practice on each part of the test and will culminate in one safety test qualification attempt.

- (e) Phase II will not be required if employee passes the safety test during Phase I. Employees passing the safety test in Phase I will be immediately removed from suspension status and rescheduled to the next weapons qualification class. Should a class be in progress with space available, employee will become a part of that class.
- (f) If employee fails the safety test in 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 remedial training program. Phase II will address those safety weaknesses/problems identified during Phase I and will culminate in a second qualification attempt.
- (g) 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 eligible for reclassification.

- (h) Any employee who requires weapons safety test remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, shall lose SPO status.

10.5 Armed employees shall demonstrate their proficiency by qualifying to the required standard for their job classification (SPO I, SPO II or SPO III), on a semi-annual basis, or when selected for random weapons qualification testing, under both day and night conditions with their on duty weapons. The minimum qualification standards are identified in DOE Orders, Manuals and Directives. Armed employees shall be allowed two (2) attempts with each weapon to qualify, if required, during each semi-annual or random testing qualifying period.

- (a) Employees qualifying to the required standard for their job classification on their first attempt will not be required to fire further attempts.
- (b) Employee's who fail to qualify to the required standard for their job classification, will lose their authorization to be armed under Section 161K, Atomic Energy Act and be placed on suspension without pay and scheduled for remedial training.

- (c) The Company will provide necessary ammunition for all scheduled training, scheduled qualifications and no notice inspections.

10.6 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. Those employees who fail their two (2) attempts to qualify at the required standard for their job classification 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 be scheduled immediately on the first date resources are available, and 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 to the required standard for their job classification during Phase I.
- (d) If employee fails to meet the required standard for their job classification during the Phase I qualification attempt, employee will then move into Phase II of the program and must complete this phase within thirty (30) days of initial entry into the remedial training program. Phase II will address the shooting defect(s) identified during Phase I and will culminate in a second qualification attempt.
- (e) SPO I or SPO IIs 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.

SPO IIIs who fail both attempts during the remedial program will lose their SPO III status and may be reassigned to the SPO II job classification in accordance with Article 8 contingent upon seniority and the availability of an existing position and provided they meet the required standard for that job classification. If the employee does not meet the required standard for SPO II, have the seniority to be reclassified or

there is no available position, the employee will lose their SPO status and be disarmed per the requirements of 10 CFR, Part 1046, and will be terminated from employment.

- (f) Any employee who requires remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, shall lose SPO status.

- 10.7 As directed by the Company or DOE, employees may be required to demonstrate proficiency by qualifying without prior notification during no notice and/or random inspections. 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 to the required standard for their job classification. Employees failing to qualify to the required standard for their job classification will be scheduled for remedial on their next work day or as soon as resources are available.
- 10.8 Range Officer instructions and Range Safety procedures will be complied with at all times while on any authorized live fire range.

- 10.9 The Company will promptly give written notice to the Union when any employee fails to qualify under provisions of this Article. A Union official will be contacted and may be present, strictly as an observer, when an employee who has failed to qualify, attempts subsequent qualification.
- 10.10 Employees may be assigned to Training for the purpose of refresher/improvement training or semi-annual qualification without regard to their shift or days off bid. Training starting and ending times will be flexed, with prior notification to the Union.
- 10.11 SPO I, II and III personnel will be eligible for weapons qualification pay each SAQ period based upon their scores attained during each semi-annual qualification period with the two (2) basic weapons (handgun and rifle). If an employee's no notice and/or random qualification scores with the two (2) basic weapons are higher than the employee's last record SAQ score, that score may be used to replace the last SAQ score for eligibility for weapons qualification pay, except as noted in Paragraph 10.11(d). All weapons and ammunition fired for firearms qualification will be furnished by the Company. Courses of fire will be approved DOE day and night

Qualification Courses scored in accordance with DOE Orders and Directives. Weapons qualification pay will be awarded as follows:

	<u>PAY</u>
High master (96%)	\$200.00
Master (92%)	\$150.00
Expert (88%)	\$125.00
Sharpshooter (84%)	\$100.00

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.

SPO I Non-HRP personnel will be eligible for weapons qualification pay based upon their scores attained during each semi-annual qualification period with the handgun. The procedures and required scoring percentages identified above for SPO I, II and III personnel also apply to SPO I Non-HRP personnel. However, since SPO I Non-HRP personnel only fire one weapon (handgun) instead of two as required for all other SPOs, the amount paid will be one-half of the pay amount identified above for each of the qualification categories (High Master, Master, Expert and Sharpshooter).

- (a) Weapons qualification pay will be paid as soon as possible and will not be paid more

than once for each semi-annual qualification period.

- (b) When qualifying on other than the DOE basic qualification courses, weapons qualification pay will be paid based upon the last SAQ qualification.
- (c) Scores attained during remedial training do not qualify for weapons qualification pay.
- (d) Employees failing to score the required standard for their job classification on any qualification attempt will not be eligible for weapons qualification pay in that SAQ period.
- (e) Qualification scores from initial training may be used for weapons qualification pay.
- (f) All weapons qualification pay will be paid by direct deposit.

10.12 A performance incentive allowance will be paid to each SPO, covered by this Agreement, who maintains tactical proficiency, weapons qualifications, and physical fitness standards. To be eligible for the performance incentive allowance, each SPO must successfully meet, on their first attempt, the required standard for those activities listed below, during any random,

no notice, semi-annual and/or DOE/Company directed testing. Each incentive period will run from July 1 – June 30, for SPO I Non-HRP; and semi-annually July 1 – December 31 and January 1 – June 30, for SPO I, II and III. The activities are:

- (a) SPO I Non-HRP: Day/Night Pistol; Defensive Combative Standard to include the 40-yard dash; Tactical Stress Course; and a written knowledge test. SPO I Non-HRP personnel who meet these standards will receive a \$350.00 allowance.
- (b) SPO I: Day/Night Pistol and Day/Night Rifle Qualifications; Defensive Combative Standard to include the 40-yard dash; Tactical Stress Course; SPO I Advanced Weapons Qualifications; and a SPO I written knowledge test. SPO I personnel who meet these standards will receive a \$250.00 allowance for each semi-annual period.
- (c) SPO II: Day Combined Qualification Course; Night Pistol and Rifle Qualifications; Offensive Combative Standard, to include the 40-yard dash; Tactical Stress Course; SPO II Advanced Weapons Qualifications and a SPO II written knowledge test. SPO II personnel

who meet these standards will receive a \$250.00 allowance for each semi-annual period.

- (d) SPO III: Day Combined Qualification Course; Night Pistol and Rifle Qualifications; Offensive Combative Standard, to include the 40 yard dash; SPO III Obstacle Course; SRT Weapons Qualifications including the LFSH courses; and a SPO III written knowledge test. SPO III personnel who meet these standards will receive a \$325.00 allowance for each semi-annual period.
- (e) Newly hired or re-hired employees will not be eligible for this incentive during the incentive year in which they were hired/rehired.
- (f) An employee forfeits their eligibility for this incentive pay if an employee takes other than an authorized absence or exceeds one authorized sick leave occasion per incentive year on a day they are scheduled for a test event.
- (g) This incentive pay will be deposited into the employee's direct deposit account, as appropriate, on the second payday of each January and July.

**ARTICLE 11**  
**PROBATIONARY EMPLOYEES**

- 11.1 All employees will be required to complete a SPO Initial Training (SPOIT) course prior to assignment with the Protective Force. During SPOIT, which includes job familiarization training, the new hire employee shall have the title of SPO Trainee. SPO Trainees shall not be considered in active service for purposes of wage progression, probationary period or accrual of benefits unless specifically stated elsewhere in this Agreement.
- 11.2 SPOIT will be as determined by the DOE approved course of instruction. SPOIT may be extended as deemed necessary to present additional instruction.
- 11.3 Except in emergencies:
- (a) Employees (Probationary) hired from other sites will not be assigned to Protective Force duties prior to completion of required DOE and site specific training.
  - (b) Employees (Trainees) will not be assigned to Protective Force duties.
  - (c) If prior to completion of SPOIT or site specific training they are assigned to

a post, they shall be paid at the rate of Probationary Security Police Officer and may qualify for active service as designated herein.

- 11.4 A newly hired employee shall be on probation for the first twenty-four (24) weeks of active service following promotion to Probationary Security Police Officer.

Employees hired from other DOE sites shall be on probation from their initial date of hire through the first twenty (20) weeks of active service.

The Company has the discretion to extend an employee's probationary period an appropriate length of time due to substandard or unacceptable performance.

Employees will be eligible for promotion after completion of their probationary period.

- 11.5 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 at the discretion of the Company and will be for at least one work week in duration.

- 11.6 Probationary employees may be eligible for off-site assignments only when specifically authorized by the Company.
- 11.7 Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions.
- 11.8 A probationary employee may be disciplined or terminated at the discretion of the Company without recourse to the grievance and arbitration process.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- 12.1 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.
- 12.2 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 affects the interests of the bargaining unit as a whole or any segment thereof. Grievances that do not meet these criteria will be filed as individual grievances at Step 1 of this procedure. 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 Protective Force Director 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 who are members of the National Academy of Arbitrators (NAA) and who reside in Nevada, Arizona, Utah, New Mexico, California, Washington, Oregon, Idaho, Colorado or Montana. Once provided with the list, the arbitrator will be selected in accordance with the procedure outlined in paragraph 12.8.

12.3 Step No. 1. Any employee shall have the

right to present a grievance to that employee's shift Captain. 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 Captain 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 Captain within five (5) days, excluding Saturday, Sunday and Holidays, after presentation, the grievance shall be processed as provided hereafter.

- 12.4 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 Protective Force Director 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 facts and 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 Protective Force Director 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.

12.5 Step No. 3. The Employer representative(s) and the Union representative(s) will meet and discuss the grievance, within fourteen (14) calendar days, after receipt of the Step 2 response, or such other time as agreed upon by the parties. If the Employer representative(s) is not available to meet within the fourteen (14) calendar day period, the Union may take the grievance to arbitration. If the grievance is resolved at this step, such resolution will be reduced to writing within ten (10) business days, excluding Saturday, Sunday and Holidays, and shall be implemented within ten (10) calendar days thereafter.

12.6 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.

12.7 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 who are members of the National Academy of Arbitrators (NAA) and who reside in Nevada, Arizona, Utah, New Mexico, California, Washington, Oregon, Idaho, Colorado or Montana. Once provided with the list, the arbitrator will be selected in accordance with the procedure outlined in paragraph 12.8 below.

- 12.8 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 twenty (20) 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.

12.9 The arbitrator shall submit his decision in

writing within forty-five (45) days after the submission of hearing transcripts and/or briefs if applicable.

- 12.10 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.
- 12.11 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 60 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.
- 12.12 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.

- 12.13 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.

- 12.14 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.

- 12.15 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 one half (1/2) of the costs of the service. An arbitrator may not order the services of an official reporter unless such is mutually agreed upon between the Company and the Union.

- 12.16 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 12.8 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 13**  
**DISCIPLINE AND DISCHARGE**

- 13.1 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.

The Company agrees to provide copies of documentation that will be introduced at the disciplinary hearing as evidence and used to establish culpability. In the event classified or unclassified- nuclear controlled information is 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.

- 13.2 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.
- 13.3 Payment of employees upon termination, layoff or discharge shall be made in accordance with applicable law.

- 13.4 Disciplinary hearings will normally be held within fifteen (15) working days of the written notice unless circumstances exist beyond the Company's control (i.e., awaiting supporting documentation such as a copy of traffic citation or damage cost estimates), in which case the hearing will be held as soon as possible thereafter. Discipline will be assessed within thirty (30) days of the hearing date or the discipline will not be assessed. If the employee is on authorized leave during the thirty (30) day period, the 30-day limit will be extended an amount of time equivalent to the length of the leave.
- 13.5 As part of the discipline process, no employee shall be required by the Company to take a polygraph test unless they voluntarily agree to do so.
- 13.6 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 14**

### **EQUAL EMPLOYMENT OPPORTUNITY**

- 14.1 The Company and the Union agree to cooperate in providing equal opportunity in employment for all persons and to prohibit unlawful discrimination or harassment in accordance with applicable federal laws, executive orders, state laws and any other orders. The Union agrees to cooperate to the extent of its ability with Company efforts to achieve those goals, while retaining the right to fulfill its legal obligation of fair representation to the members of the bargaining unit. Upon request, the Company will provide the Union with available statistical information on its EEO program.
  
- 14.2 The parties recognize that any employee who has been discriminated against/harassed 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 12 - Grievance and Arbitration Procedure.

Nothing herein shall preclude the parties and the complainant employee from agreeing to meet concerning any alleged discrimination or harassment 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.

- 14.3 The Grievance and Arbitration exclusion in this Article shall not apply to alleged discrimination based on upholding Union principles and or Union membership.

**ARTICLE 15**  
**NO STRIKES - NO LOCKOUTS,**  
**CONTINUITY OF OPERATIONS**

- 15.1 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.
- 15.2 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, sit-down, 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.

- 15.3 The Company agrees, during the term of this Agreement, that no lock out against any or all of its employees shall take place.
- 15.4 In the event any employee, including union officials, covered by this Agreement violates the provisions of paragraph 15.2, 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.
- 15.5 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 16**

### **SENIORITY**

- 16.1 The purpose of seniority is to establish employee rights and privileges based on their length of service in the bargaining unit.
- 16.2 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.
- 16.3 The Company will provide, to the Union, a current seniority list by the first week of the month.
- 16.4 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.

- 16.5 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.

- 16.6 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 employee is terminated in accordance with Article 8.

- 16.7 When required, reductions in force will be accomplished on the basis of overall seniority;

i.e., the last hired will be the first laid off within the classification that is being reduced, with the exception of current SPO's hired prior to or on September 24, 1984. For these SPO's, if they are currently in a SPO I Non-HRP position at the time of future reductions in force in the SPO I Non-HRP classification, they may bump a lesser seniority SPO I from that job classification provided they can meet the SPO I qualification standards. These employees will retain their bumping privilege for the term of their employment provided they do not lose the ability to carry a firearm as prescribed by DOE policy.

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.

- 16.8 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 were qualified at the time of lay off.

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, on their own time, 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.

16.9 As an exception to Paragraph 16.8 above, all laid off SPO I and SPO II personnel will be contacted and notified of the volunteer SRT selection process date for SPO III. This exception will only be used if attempts to fill the SPO III position through SPO III recall and SPO I and SPO II volunteers have failed. It will be used prior to forcing incumbent SPO II's to SPO III or soliciting new hire SPO III's.

(a) Laid off employees who volunteer for the SRT selection process, must meet the selection requirements established by the Company to include, medical, psychological, physical fitness and weapons qualification and SRT selection on their own time.

- (b) Laid off employees who do not meet the Company selection process will remain in a lay off status and are not eligible to volunteer for another SRT selection.

Laid off employees who meet the Company selection process will be rank ordered by seniority and recalled by seniority, based upon the number of available positions, with the understanding that the recall is only for a SPO III opening.

- (c) The employee will be put back on the work schedule within their job classification until such time as the employee is scheduled for the SRT Basic Qualification Course (SRTBQC). If the employee:
  - (1) Passes the SRTBQC; the employee will remain employed as a SPO III.
  - (2) Fails the SRTBQC, the employee may remain employed in their current job classification and given one more attempt to attain SPO III certification. A second attempt will be granted only if the training staff determines the individual possesses the requisite skills necessary for success at a second attempt. If the employee is not given a second attempt or fails the

second attempt, employee will be laid off and not eligible for future SPO III vacancies.

- (3) Becomes temporarily medically disqualified, employee will be laid off and may volunteer for a future SPO III vacancy under this paragraph, once medically certified on their own time.

16.10 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.

16.11 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 17 HOURS AND WORKWEEK**

17.1 The workweek shall begin at 0600 on Monday of each week and end one hundred sixty-eight (168) hours later. The regular starting time shall be considered 0600 for “A” Section and 1800 for “B” Section, except for those established stations that have a fixed starting time other than 0600 and 1800.

Work requirements are determined by the Company.

17.2 An employee’s work day shall begin at the start of the employee’s shift and end twenty-four (24) hours later.

17.3 Any combination of forty-eight (48) hours of scheduled leave constitutes a workweek.

- 17.4 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 event activities (those stations or posts directly supporting a ground zero or other SNM experiment site) or special assignments.
- 17.5 Armed 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 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.

- 17.6 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. Per DOE directive, dated April 8, 2009, effective September 1, 2009, the Physical Fitness Program is unpaid and will not be included in the 12-hour duty day.
- 17.7 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.
- 17.8 Provided that work requirements permit such scheduling, the Company will schedule all days off or all days worked during a workweek consecutively. 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 based upon job classification and work requirements.

- (a) Employee's bid will remain in force until such time as the employee changes the bid on the weekly bid sheet. Telephone bids will be accepted.
- (b) When work requirements necessitate, fifth, 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 five, six or seven-day workweek, the forced overtime rotation will begin at the bottom of the seniority list, continue to the top, and then restart at the bottom establishing a continuous rotation. If an employee is scheduled for a week or more of leave or is bypassed due to work requirements when due for a forced six or seven-day workweek, the employee will be positioned at the top of the list upon return to work.

- (c) 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. The Company will assign permanent Sergeants based on operational requirements.

With the exception of 800/801 qualified SPO I Non-HRP employees, 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.

- 17.9 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 21.2. No muster is required for the Las Vegas Protective Force but may be instituted in the future based upon a Company determination of an operational need.
- 17.10 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 off before they will be scheduled for another shift, providing they request the eight hours.
- 17.11 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 employees whenever possible.

- 17.12 Employees are 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.

- 17.13 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.

- 17.14 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.

When training requirements dictate, starting times may be adjusted up to two (2) hours prior or four (4) hours after normal reporting time to accommodate day and night firing activities on the same shift. If a flexed schedule will not work for some reason, there will be discussion with the Union prior to initiating an alternative training approach.

- 17.15 It is the employee's responsibility to bid. 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. Hardship requests for a bid change will only be granted upon 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.
- 17.16 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.
- 17.17 Special assignments are defined as work which require special qualifications such as Operations, projects designated as plainclothes assignments, Property Protection, and Support. They may be local or off-site positions, individual assignments or assignments to a special section. Qualifications for such

assignments and assignment to this type of work are at Company discretion. As new weaponry is introduced, the Company retains the right to establish a specialty position to operate the individual weapons systems. 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.

All promotions beyond Security Police Officer are at the discretion of the Company.

Special section personnel may be called out for special assignments without regard to the requirements of Paragraphs 20.1 and 18.2. When such callouts occur, equalization of reduced workweeks and overtime callouts will be accomplished as soon as possible as requirements permit.

- 17.18 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 18 OVERTIME COMPENSATION**

- 18.1 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 NNSA/NSO 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.
- 18.2 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 13 week 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 two consecutive shifts. Employees who have not worked a fifth day during the workweek will be the first called, except as indicated in 18.3.

- (a) Prior to invoking the authority to force out, reasonable efforts will be made to call out an employee. Time permitting, employees who are listed as “not available” will be called 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) Force out of on duty personnel. If reasonable and as time permits, personnel will be backfilled and released from this obligation if they so request.
- (4) Supervisory personnel in accordance with Paragraph 43.1(a).
- (c) When assigning work in accordance with Paragraph 18.2, 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.

18.3 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. Event activities

are those assignments outside of the permanent storage mission, which include Category II or greater SNM. 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.

- 18.4 Employees forced out in support of work requirements or who accept a call out who subsequently call in sick or requests leave, except funeral, will be granted Leave Without Pay (LWOP).
- 18.5 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.

18.6 With the exception of voting pay, jury duty pay and incremental vacation or personal leave taken after mandatory exercises or training activities, only pay for time worked will be counted toward the base of forty (40) hours for the purpose of computing overtime. Payment for all hours not worked shall be made at the basic hourly rate.

18.7 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.

- 18.8 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 (12½) 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 (19½) hours straight-time pay.

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

**ARTICLE 19**  
**OVERTIME SCHEDULING AND**  
**CALLOUT PROCEDURES**

- 19.1 Scheduling of overtime will be rotated among those personnel who have bid for overtime on the weekly bid sheet. The schedule overtime rotation will begin at the top of the seniority list, to the bottom, and then back to the top in a continuous rotation. Weekly bid changes must be submitted no later than 0800 each Wednesday, the week prior.
- 19.2 Those employees who are bidding for a five-day workweek will only initial the “Preferred 5 DAY” column. The employee will receive a five-day schedule that most closely honors their bid. After the initial start based on seniority, the scheduling of five-day workweeks will be on a rotation basis. Personnel moved from one shift and/or reporting point to another will not be eligible for a five-day schedule unless they fit into the rotation for the assigned shift.
- 19.3 When requirements necessitate, fifth, sixth and seventh-day workweeks will be scheduled as follows: Voluntary five days, forced five days, voluntary six days, voluntary seven days, forced six days and forced seven days. In addition, employees will not voluntarily be allowed to work more than twenty-eight (28)

consecutive days or scheduled more than two forced consecutive seven-day work weeks, unless work requirements are such that this cannot be accomplished.

- 19.4 Scheduled five or more days will be counted and charged as overtime, the same as on a callout basis.
- 19.5 Special hardship requests that exempt an employee from overtime work require Company approval with IGAN notification.
- 19.6 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 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.

- 19.7 Switching of assigned personnel in order to create a vacancy to accommodate the next person to be called for a callout will be accomplished providing work based on their job classification is available. Personnel will only be skipped if there is no work available based on their job classification.

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 Headquarters 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.

19.8 SPO I, SPO II or SPO III personnel may be called out to fill assignments without regard to the requirements of paragraphs 20.1 (Reduced Workweeks) and 18.2 (Overtime Compensation).

19.9 If an employee on the overtime roster is due for overtime, but has not bid for a preferred five-day schedule, they will still be called in proper order for an unscheduled overtime callout.

19.10 Callout guidelines are as follows:

(a) Event force out is an exception, paragraph 18.3, 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.

NOTE: Call backs will be allowed prior to opposite shifts or force outs.

- (3) Force out of on duty personnel. If reasonable and as time permits, personnel will be backfilled and released from this obligation if they so request.
  - (4) 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.
  - (5) Force out personnel.
- (c) 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.

19.11 Reduced workweek callouts are as follows:

- (a) 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.
- (b) 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, or are a no contact 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.
- (c) Work offered on other shifts or reporting points will not be charged with the reduced workweek callout rotation.

19.12 Reduced workweek callout sequence is as follows:

- (a) Reduced workweek personnel from the shift where the vacancy exists, by seniority.

- (b) Reduced workweek personnel assigned to the same shift, other reporting points (LV/NTS).
- (c) Reduced workweek personnel assigned to the opposite shift, by seniority, will be called first to the same reporting point, then to the opposite reporting point.
- (d) If the vacancy still exists, utilize the voluntary overtime callout sequence (4 or more days).

19.13 Computation of overtime is as follows:

- (a) 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.
  - (1) 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.
  - (2) 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.

- (3) If employees are on Union business (UB) when on scheduled days off, they will be called for overtime and charged as appropriate.
- (4) 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 must state that they are booking for Las Vegas, NTS or both reporting points, in accordance with employee's thirteen week bid.

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.

In all cases, the privilege to “BOOK” will be for whatever station becomes vacant.

If the employee’s number comes up, they will be assigned the station which is available based on the reporting point(s) for which they have booked. 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.

- (5) 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.
- (b) Each Monday morning, the following information will be posted on the current weekly master schedule.

- (1) 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.
- (2) 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.

19.14 General provisions are as follows:

- (a) 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.
- (b) Normally, pool personnel will be reassigned to a station 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 the Shift Captain.

- (c) When a Leave 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.
- (d) The completed weekly master schedule will reflect all assignments worked and total hours for all bargaining unit personnel.
- (e) 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.
- (f) The agreed upon remedy for callout errors will be in accordance with the provision of Article 18.5 of the current Collective Bargaining Agreement (CBA).

**ARTICLE 20**  
**REDUCED WORKWEEKS**

- 20.1 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.
- 20.2 Scheduling of reduced workweeks shall be on an equitable rotation within all SPO classifications 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 24.6. 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 protective force personnel will be kept separately with equalization attempted within their respective classifications.

- 20.3 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. Voluntary reduced workweeks and forced five day training schedules during the same week will be allowed without restriction. Forced five day training schedules will not occur during forced reduced work weeks.
- 20.4 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.

- 20.5 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 21**  
**REPORTING POINTS AND**  
**DAILY ALLOWANCE**

- 21.1 There are two reporting points, as used in this Agreement, which are Mercury and Las Vegas. The Las Vegas reporting point is defined as the station at the facility to which an employee is assigned in Las Vegas.

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.

- 21.2 Except for training purposes, scheduled meetings, or annual physicals or as hereinafter provided, no employee shall be required to report to an established reporting point unless they are scheduled for a full workweek at that reporting point. However, in the event it becomes necessary for the Company to reassign employees to an opposite reporting point due to operational necessity, the reassignment

shall be effected on the basis of seniority and if necessary, qualifications of the employee. 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 daily allowance as outlined in paragraph 21.3, and transportation, if requested.

In the event it is necessary to replace or increase personnel at a reporting point during a workweek, 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 daily allowance for that day.

- 21.3 Daily Allowance shall be paid in accordance with Nevada Site Office directives for daily allowance for each day worked or any portion thereof for all employees reporting for duty at Mercury. These daily allowance payments shall not be considered in the computation of overtime.
- 21.4 Personnel who work six consecutive days or more are eligible for subsidized housing

between the fifth and sixth day and for each consecutive day worked thereafter. In addition, personnel who work a 14 hour or longer shift are eligible to be subsidized for a room used after that shift. The employee must submit to payroll a WSI subsidized NTS housing IOM and a housing receipt, approved by the Captain and the Protective Force Manager, within two weeks of using the room. The employee will be reimbursed in the week following submission at 75% of the actual cost of the room. Should conditions change in the future that make this practice unreasonable, the Company and the Union will meet and discuss continuation of the program.

- 21.5 The Company will provide transportation to Mercury from the North Las Vegas Facility and return, as scheduled at the commencement of this Agreement as long as the routes average a minimum usage of twenty (20) 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 NNSA/NSO. The bus fare is established by NNSA/NSO.

It is understood that transportation canceled due to under utilization caused by temporary, partial or total shutdown of the NTS, 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.

- 21.6 Any employee whose shift is involuntarily extended during their tour of duty, causing such employee to be unable to use transportation specified in paragraph 21.5, shall be provided alternate transportation by the Company as soon as feasible.
- 21.7 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.
- 21.8 The adequacy of the living and dining facilities will be discussed with the Union prior to the establishment of any new reporting points in accordance with Article 45.

## **ARTICLE 22 GENERAL WAGE PROVISION**

- 22.1 Beginning at 0600 hours June 29, 2009, employees shall be compensated according to

the basic hourly rates on the dates indicated in the following schedule. The Union shall notify the Company not more than sixty (60) days, nor less than thirty (30) days prior to June 25, 2012 to request a reopener of the Agreement for the purpose of negotiating base hourly wage and pension contributions to the Defined Benefit and Enhanced Defined Contribution plans.

In the event an agreement cannot be reached, then the provisions of Article 15, No Strikes – No Lockouts, Continuity of Operations are waived.

Armed Personnel	Starting Salary	3.5% 6/29/09	4% 6/28/10	4.5% 7/4/11
SPO Trainee	\$15.00	\$16.00	\$16.00	\$16.00
SPO Probation	\$22.44	\$23.23	\$24.16	\$25.25
SPO I Non-HRP	\$23.41	\$24.23	\$25.20	\$26.33
SPO I	\$24.44	\$25.30	\$26.31	\$27.49
SPO II	\$24.44	\$25.80	\$26.83	\$28.04
SPO III	\$25.77	\$27.00	\$28.08	\$29.34
Limited Duty	\$22.42	\$23.20	\$24.13	\$25.22

- 22.2 Employees reduced in force and subsequently recalled will be brought back at the current rate of pay for their classification.
- 22.3 Employees who are temporarily assigned to work in an assignment other than their own for a period of one (1) hour or more shall either receive the rate of pay applicable to the

assignment to which they are assigned or their base rate of pay, whichever one is greater.

- 22.4 Permanent Sergeants will receive an additional \$1.00 per hour as part of their base wage. Employees who are assigned to work in a Sergeant assignment shall also receive the rate of \$1.00 per hour above their regular classification pay.
- 22.5 Vehicle Commanders are compensated at the rate of fifty (.50) cents per hour above regular classification pay. Probationary employees are not eligible for assignment as Vehicle Commander.
- 22.6 SPO II who successfully completes BSPOT, the unclassified portion of Site Specific Training and has a clearance will be compensated at the SPO II rate of pay.
- 22.7 Existing longevity premiums are frozen for employees currently receiving longevity as of July 3, 2006 and will not increase or decrease.

## **ARTICLE 23**

### **WAGES AND SAVINGS PLANS**

- 23.1 Employees will be paid on a weekly basis with Thursday of each week as the designated pay day. During a holiday week, payday will be no later than Friday.

- 23.2 Voluntary deductions for credit union and savings bonds shall be deposited in the appropriate business establishment in the employee's name on payday.
- 23.3 The Company will maintain wage records which will be made available to an authorized Union representative for inspection upon request.
- 23.4 All employees will be paid by direct deposit to a financial institution. Employee pay vouchers will be mailed to the employee's address of record.

Annual allowances, proficiency pay, vacation, retroactive pay, travel reimbursements, etc. will be paid by direct deposit.

- 23.5 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.
- 23.6 WSI (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.

- 23.7 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.
- 23.8 The responsibility for the management and operation of the WSI/IGAN 401(k) Plan rests with the Plan Administrator in accordance with the Plan.
- 23.9 The Company will provide the weekly payroll deductions relative to each participant and shall deposit the monies weekly with the appropriate trustee.

**ARTICLE 24**  
**EXTRA COMPENSATION UNDER SPECIAL**  
**CIRCUMSTANCES**

- 24.1 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 the employee is called out in error, they will be assigned a pool station. The Company will attempt to notify the employee of the change as soon as possible.

24.2 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.

24.3 Any employee reporting to or remaining at Mercury at Company request who is affected by Paragraphs 24.1 or 24.2 will receive a daily allowance, as provided in Paragraph 21.3.

24.4 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 if 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 the Site Medical Office 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 employee's 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.

24.5 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.

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

24.7 A hazard pay differential of fifty cents (\$.50) 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.

24.8 An employee shall receive an additional fifty cents (\$.50) per hour for all hours worked between 1800 and 0600 hours.

24.9 When an employee's shift is extended beyond its normal scheduled time at the direction of the Company, for purposes of taking physical fitness tests or required physical exams, such extended time will be paid at time and one-half the basic hourly rate - except as noted in paragraph 18.9.

- 24.10 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.
- 24.11 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 (10 CFR Part 1046). In the event the directives are changed, the parties will adjust this provision as directed in accordance with Article 8 of this Agreement. Per DOE directive, dated April 8, 2009, effective as of September 1, 2009, the Physical Fitness Program is unpaid and this paragraph will no longer apply.

**ARTICLE 25**  
**LUNCH AND RELIEF**

- 25.1 If possible, lunch relief will be provided for stations where unusual traffic conditions exist. In the event the employee can't be relieved for lunch, the employee shall be provided an MRE (Meal-Ready-to-Eat) or equivalent, at that time, at no cost to the employee. Employees may eat on Company time.
- 25.2 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.
- 25.3 As operational and manpower requirements permit, necessary employee personal relief will be furnished when requested.
- 25.4 The Company shall continue its efforts, by requests to the Client, for improvement in available food facilities at the Nevada Test Site.
- 25.5 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 26**  
**UNIFORMS AND UNIFORM MAINTENANCE**

- 26.1 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.
- 26.2 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.
- 26.3 Employees are liable for all uniforms and equipment issued to them and expected to properly maintain, secure and safely utilize such equipment. 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. Weapons and ammunition are not to be removed from the designated work place unless authorized in the line of duty.

- 26.4 Each year, an annual boot allowance of \$175.00 will be deposited into the employee's direct deposit account the second pay day of July.
- (a) The boot allowance for new hire employees will be paid upon successful completion of basic weapons qualification.
  - (b) If Basic Security Police Officer Training is conducted off-site, the boot allowance will be paid upon graduation from this training.

## **ARTICLE 27 HOLIDAYS**

- 27.1 Employees 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 – January 1**

**Martin Luther King's Birthday – Third Monday in January**

**Presidents' Day – Third Monday in February**

**Good Friday**

**Memorial Day – Last Monday in May**

**Independence Day - July 4**

**Labor Day – First Monday in September**

**Columbus Day –Second Monday in October**

**Veteran’s Day - November 11**

**Thanksgiving Day – Fourth Thursday in November**

**Christmas Day – December 25**

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) at least one of the days falling in the same workweek as the holiday.

- 27.2 With the exception of the New Year’s Day and Christmas holidays, the holiday period will begin at 0600 on the day of the holiday and end twenty-four (24) hours later (0600 the day after the holiday). The holiday period for New Year’s and Christmas Day will begin at 1800 on the eve of the holiday and end twenty-four (24) hours later (1800 the day of the holiday).

- 27.3 Employees who work during a holiday period will be compensated at the rate of two and one-half (2½) times the basic hourly rate.
- 27.4 Single day leaves will not be scheduled for the holidays identified in Paragraph 27.1. When an employee's vacation includes an authorized holiday, an extra days pay of twelve (12) hours shall be granted in lieu thereof.
- 27.5 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 28**

### **INCREMENTAL LEAVE**

- 28.1 Employees may request Incremental Leave for medical appointments and therapy sessions, school or other personal business. Employees must use incremental leave for therapy and medical appointments that cannot be scheduled during nonworking hours.

Requests for incremental leave must be submitted to Headquarters no later than 0800, Wednesday 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. Employees using incremental leave will be scheduled a twelve (12) hour station, whenever possible.

28.2 Employees using ISL must produce a medical certificate in accordance with Paragraph 30.5. 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 2200, 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, whenever possible.
- (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. A leave request form must be submitted for scheduling weekly therapy.
- (e) Employees who accept overtime may request and be allowed incremental leave as authorized by the Shift Captain.

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.

28.3 An employee on unscheduled sick leave who subsequently misses work for the entire week

must comply with paragraph 30.10, 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 Site medical department to return to work. Under this provision, employees will report to the Site 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.

28.4 The Shift Captains will manage incremental 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 (1400), 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.

28.5 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.

28.6 Incremental leave, once approved, will only be canceled for mission essential reasons as directed by the Protective Force Director or 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 29 VACATIONS**

29.1 Effective the first Monday, July 2009.

- (a) Following the date of graduation, Trainees will be credited twelve (12) hours of vacation. Employees who are in active service will accrue two (2) hours of vacation credit for each workweek during their first year of employment.
- (b) After their first year of employment, employees will continue to 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.

29.2 Employees will be eligible to use vacation credits as they are accrued. As of July 1, 2006, the maximum vacation that can be carried from one IGAN year to another is 384 hours (8 weeks).

Employees with more than 384 hours as of July 1, 2006, will have their existing balance grandfathered for the term of their employment. Any accruals that exceed the original grandfathered level as of each June 30th will be paid out. If the employee's balance is below the original grandfathered level on June 30th, the decreased level will become the employee's new limit.

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 above the maximum will be paid out.

- 29.3 Vacation leave shall be paid for at the employee's basic hourly rate. When taken in single day increments, vacation may be taken for the scheduled shift, up to a maximum of fourteen (14) hours per day, or fifty-six (56) hours per week. When taking vacation for a portion of the work day, vacation hours and hours worked cannot exceed the number of hours scheduled.

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.

- 29.4 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, following, or both, 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.

- 29.5 The guaranteed vacation program is based on the IGAN contract year (July 1st – June 30th). Regardless of manpower requirements, an appropriate number of employees will be guaranteed vacation each week.
- (a) Only one guaranteed vacation request will be granted for each employee.
  - (b) The guaranteed vacation request is for one full week and, if requested, will include the following days off in conjunction:

(1) Two (2) consecutive days off (Saturday and Sunday) prior to the vacation week will be granted;

(2) Two (2) consecutive days off (Monday and Tuesday) the week following the vacation will be granted if available; and

(3) The third consecutive day off prior to (Friday) and following (Wednesday) the vacation week will be granted, if available.

- (c) If employee withdraws the guaranteed vacation request after it has been granted, the employee loses the opportunity to schedule a guaranteed leave for the remainder of the contract year. This, however, does not preclude the employee from submitting a normal or additional vacation request.
- (d) Guaranteed vacations will not be scheduled during the Thanksgiving or Christmas week. Vacation requests for these two (2) weeks will be approved as prescribed in Paragraph 29.4.
- (e) The sign up period will be from May 1st – May 30th. When submitting a request

for guaranteed vacation, employee should submit a 1st, 2nd and 3rd choice.

- (f) At the end of the sign up period, the guaranteed vacation list will be posted on the muster room board. On a first come, first served basis, employees who did not receive their preference or those employees who elected not to sign up during the initial period, may still guarantee a vacation week by requesting it through Headquarters, provided the week is available.
- (g) Under no circumstances will the trading of guaranteed vacation be allowed.

The intent of this program is to guarantee each employee one week of vacation each contract year. However, if manpower requirements cannot be covered for a prolonged period of time due to this program, the Union and Company will discuss the ramifications and revise this program as appropriate.

29.6 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 17.18 of this Agreement. If requested, advance payment for vacation will be paid separately by direct deposit.

Vacation/leave requests of less than forty-eight (48) hours will be submitted to Headquarters no later than 0800 on Wednesday of the preceding week.

- 29.7 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.
- 29.8 Employees on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision, when hospitalized.

### **ARTICLE 30 SICK LEAVE**

- 30.1 Paid sick leave will only be granted for a bona fide illness or injury. A bona fide injury

or illness is defined as an injury or illness 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 and is not to be considered as additional time off or vacation.

- 30.2 On July 1st of every year, employees who are in active status will each receive one hundred and four (104) hours of sick leave. Fifty-two (52) of these hours will be placed in an incidental sick leave account and the remaining fifty-two (52) hours will be placed in a hospital leave account. There is no cap on the hospital leave account; 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 BSPOT (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. A maximum of fifty-two (52) hours will be allocated to the incidental account. Any remaining sick leave will be allocated to the hospital account.

- 30.3 Employees will make every attempt to schedule non-emergency appointments prior to or after their scheduled shift or on a day

off. When that is not possible, employees must use the incremental leave policy, as outlined in Paragraph 28.1, and will still be required to produce a certificate from a licensed physician or practitioner.

Hospital sick leave may only be used when an employee is:

- (1) hospitalized,
- (2) confined to their home in lieu of hospitalization by a medical doctor,
- (3) unable to return to work the day after outpatient surgery/procedure as evidenced by a medical doctor, or
- (4) treatment by a medical doctor which requires recuperation for a period in excess of two (2) consecutive workweeks.

30.4 Sick leave shall commence on the first day of illness or the first day of hospitalization, whichever occurs first.

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. Paid sick leave shall not be considered as time worked for the purpose of computing overtime.

- 30.5 A certificate may be required, at the Company's discretion, from a licensed physician or practitioner verifying illness / injury or treatment of same. The medical certificate must confirm that the visit took place in reasonable proximity to such illness or injury and that illness / injury prevented employee from working for the specified period of time. Certificates are to be submitted by the employee no later than the first pay period after the absence.

Failure to produce required medical certificates will result in the issuance of a NOPDA for unauthorized absence. Additional non-confidential medical information may be requested to justify absences.

- 30.6 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. The one hundred and four (104) sick leave hours advanced on July 1st will be forfeited, on a pro-rated basis, and only the pro-rated hours up to the date of termination are eligible to be paid as part of accumulated sick leave balances up to the limit set forth in this paragraph. Paid sick leave under this provision may not exceed 1040 hours.

- 30.7 Sick leave granted for the purposes of

pregnancy and child birth shall be subject to the same provisions as any other bona fide 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 thirty-nine (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 of twenty-six (26) weeks. Such leave can begin no more than thirteen (13) weeks prior to the anticipated delivery date and end no more than thirteen (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 thirty-nine (39) weeks total absence will be authorized as specified above.

- 30.8 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. The use of accruals to equalize will not constitute active service for anything other than the accrual of a pension credit, if eligible.
- 30.9 Employees on extended sick leave must use their sick leave accruals either in weekly increments of forty-eight (48) hours or in increments of thirty-six (36) hours (seventy-five percent), except as outlined in Paragraph 30.8. Effective November 1, 2009, employees on extended sick leave must exhaust 50% of the hospital account available to them at the start of the period of disability, before STD/LTD benefits are payable under the plan.
- 30.10 Employees must obtain a release to return to work, on their own time, from the DOE designated physician prior to returning to work under the following circumstances:
- (a) Employees will be required to obtain a release to work if they are absent from work due to an illness or injury lasting five or more consecutive days.
    - (1) If an employee calls in sick during the

workweek in conjunction with days off, but returns to work on the next scheduled work day, even though the combined time off may equal five or more days, it is not assumed the employee was sick during their days off. Under this circumstance, the employee will not have to obtain a release to return to work.

- (2) If an employee calls in sick during the workweek in conjunction with days off and also calls in sick on their next scheduled day to work, the sick leave combined with days off will be counted and if five days or more, the employee must obtain a release to return to work.

- (b) Hospitalized, regardless of the period of hospitalization.

30.11 When Human Resources has been notified that an employee has been returned to full duty, the Company will ensure that the employee is placed back onto the schedule for the remainder of the workweek based on bid preference and seniority to cover unscheduled leaves or unassigned posts if available. Employee will have priority for unscheduled work. If unscheduled work is not available, the employee must take vacation, personal leave or LWOP.

30.12 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.

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

**ARTICLE 31**  
**MEDICAL DISQUALIFICATIONS/LIMITED**  
**DUTY**

31.1 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 M&O Contractor Health Physics Department whenever required.

31.2 The Company may be required to restrict the duty location of specific employees as a result of radiation exposure or the possibility of harmful exposure based on current DOE standards. 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 will be returned to their former positions relative to their bid preference and seniority after successful completion of any required site specific and DOE Order training.

- 31.3 Armed employees who are temporarily unable to carry a firearm for medical reasons may be assigned to a limited duty assignment associated with protective force operations based on the employee's medical restrictions and qualifications. The availability of these positions will be determined on a case by case basis at the Company's discretion and does not create an obligation on the Company's part to return an employee to limited duty work, when appropriate limited duty is not available. Limited duty hours, workweeks and reporting points will be assigned at the Company's discretion based on the nature of the work.
- 31.4 The standard forty-eight (48) hour workweek and/or twelve (12) hour shift may not apply to limited duty assignments.
- (a) If available, employee may be assigned a forty (40) hour workweek of four (4) ten (10) hour shifts.

- (b) Employees assigned to limited duty assignments may be scheduled to work a holiday if required in support of operational requirements. The scheduling of limited duty work that results in less than forty-eight (48) or forty (40) hours of work, whichever is applicable, does not count towards the maximum of ten reduced workweeks per year as prescribed in Article 20.
- (c) If employee has a medical restriction that limits number of hours of work in a day to less than a ten (10) hour shift, employee may be assigned work upon mutual agreement of the Company and the employee with Union notification.
- (d) Physical therapy/medical appointment requirements do not preclude an employee from being assigned to a limited duty assignment. Multiple appointments occurring in the same day will be handled on a case by case basis.

31.5 Employees injured on the job who as a result of the injury are temporarily medically unable to work in armed status may be assigned to limited duty assignments. Limited duty assignments within this category will be by seniority.

31.6 Employees who as a result of a temporary

medical condition, not job related, are unable to work in an armed status may be assigned to limited duty assignments not currently filled by an employee who qualifies under 31.5, above. Limited duty assignments within this category will be by seniority.

- 31.7 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.
- 31.8 Employees on limited duty assignments will be included in the reduced workweek rotation if decreased manpower requirements necessitate the scheduling of reduced workweeks for the protective force.
- 31.9 When employees are temporarily assigned to a limited duty assignment in accordance with paragraph 31.3, they will be paid at the limited duty rate for the term of the temporary assignment.

## **ARTICLE 32**

### **FUNERAL LEAVE**

- 32.1 In the event of a death in the immediate family of an employee, the employee will be granted funeral leave for the purpose of making

necessary arrangements or attendance at the funeral; and/or to assist in settling the estate of the deceased. The amount of funeral leave granted to an employee, from 2 days up to 4 days, will be at Company discretion based upon the ability of the employee to substantiate the amount of leave requested (i.e., relationship to the deceased, travel, etc.).

- 32.2 Funeral leave will be paid at the employee's basic hourly rate for a maximum of twelve (12) hours per day or forty-eight (48) hours in a week, not including such employee's days off.

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.

- 32.3 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, great-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 33 SPECIAL LEAVE FOR VOTING**

- 33.1 Employees are encouraged to participate in early voting, during unscheduled work hours, whenever possible. If early voting is impracticable, employees will be allowed reasonable time off for the purpose of voting at all elections with no loss of pay. The employee must provide a voter's stub or complete WSI Form 394 to be entitled to pay.
- 33.2 Two weeks prior to any election, the Company will post an Election Leave Roster which will be signed by the employees who desire to vote, not later than 0800 Wednesday of the week prior to the election or they will not be relieved from duty.
- 33.3 Employees who work Able Shift at the NTS on Election Day, and have requested to vote in accordance with 33.2, 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 or proof of voting at the voting office or a WSI Voting Verification Form (WSI-394) during the two week period preceding Election Day. The employee will receive an additional three (3) hours compensation at the basic hourly rate.

33.4 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.

33.5 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 34**  
**SPECIAL LEAVE FOR JURY DUTY OR**  
**COURT APPEARANCE**

- 34.1 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 and subsequent verification 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.
- 34.2 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.

- 34.3 Employees required to appear for work related activities before any court or administrative agency by the company, NNSA/NSO 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 pay for actual appearance time involved if more than four (4) hours.

## **ARTICLE 35 MILITARY LEAVE**

- 35.1 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.
- 35.2 Any employee who is a member of a National Guard or military reserve unit and is ordered to active duty for annual training will be paid at one-half (1/2) their basic hourly rate provided the pay from the Company, when added to the

military pay received for each week of active duty, does not exceed the employee's basic hourly rate for fifty-two (52) straight-time hours. Each IGAN contract year, employees are authorized up to a maximum of 144 hours of military leave, not to exceed forty-eight (48) hours in a work week.

The employee must submit, to the company, a copy of their orders to report for active duty under this Article. In addition, in order to verify military duty pay received, employee's will provide a copy of their military Leave and Earning Statement (LES) to Finance within thirty (30) days of their return from military leave. Paid military leave will be converted to LWOP and monies recouped if employee fails to provide a copy of the LES as prescribed.

- 35.3 Any employee who is a member of any branch of the National Guard or reserve of any military unit that is recognized by the state or National Guard as part of the armed forces shall be granted a leave of absence when ordered to active duty. During such absence, the employee will be paid the difference between their basic hourly rate for fifty-two (52) straight-time hours and their government pay and allowances (excluding travel pay) for a maximum of up to two (2) months during any one IGAN contract year.

- 35.4 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.
- 35.5 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 36 LEAVE OF ABSENCE**

- 36.1 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.

36.2 An employee who is unable to return to work after an absence of twenty-six (26) weeks because of a bona fide illness or injury (including pregnancy) shall be placed on layoff status for a period not to exceed one year. Seniority will accumulate during both the twenty-six (26) week absence and the extended medical absence. If the employee is subsequently 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 during an extended medical absence up to the point of lay off as long as employee contributions are made as required.

36.3 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.

- 36.4 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.
- 36.5 Employees on any leave of absence, except leave of absence outlined in 36.2, in excess of thirty (30) days may retain their group insurance by paying premiums in accordance with the Company plan.
- 36.6 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 and must be used prior to vacation accruals. 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 37**

#### **TEMPORARY DUTY AT OFF-SITE LOCATIONS**

- 37.1 Personnel assigned by the Company 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.
- 37.2 When staffing off-site projects with employees from the bargaining unit, if possible, the Company will only use employees from this bargaining unit. If, however, additional personnel are required, the Company may employ or assign employees and job applicants from sources other than those covered by this agreement. Under these circumstances, the parties agree that the provisions of this Agreement shall apply to all such personnel used.

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 and operational requirements.

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.

- 37.3 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 37.2. 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.
- 37.4 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.
- 37.5 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 due to an emergency, when substantiated to the Company, will be returned at Company expense.

- 37.6 When temporary duty manpower requirements are reduced, employees will be returned at Company expense in order of the employee's preference by seniority.
- 37.7 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.
- 37.8 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.
- 37.9 Employees on assignment to temporary duty at off-site locations will be paid per diem 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.

- 37.10 In addition to being provided transportation, employees assigned to off-site locations will be scheduled for a twelve (12) hour shift on the day of travel. On a travel day, employees will only be paid for actual time spent in travel. If actual travel time is less than twelve (12) hours, employee must account for the remainder of the twelve (12) hour shift with either vacation or leave without pay.

Employees returning to the NTS from TTR, in uniform, may be assigned available work to complete the travel day. Travel pay 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 two hours 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.

- 37.11 When and if special uniforms or equipment are needed at an off-site location, they will be furnished by the Company.
- 37.12 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.

- 37.13 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 38**  
**INSURANCE, HOSPITALIZATION,**  
**MEDICAL AND DENTAL BENEFITS**

- 38.1 Employees may, at their election, enroll in a current Company sponsored group insurance Plan. 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 \$100,000 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 \$100,000 in increments of \$10,000.00. Employees may purchase \$5,000.00 of life insurance per covered dependent. 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 \$450 per week for 52 weeks and coordinates with paid leave. Effective November 1, 2009 the weekly short term disability benefit shall be 70% of basic earnings (defined as forty (40) straight time hours per week) up to a maximum of \$1,000 a week for up to twelve (12) consecutive weeks and coordinates with paid leave.

Also effective November 1, 2009 bargaining unit employees will be covered under a Long Term Disability (LTD) Policy. The monthly long term disability benefit shall be seventy percent (70%) of basic earnings (defined as forty (40) straight time hours per week) up to a maximum of \$6,000 a month for up to twenty-four (24) months

if unable to do own occupation or the maximum benefit period as defined in the Plan if unable to work in any occupation. LTD benefits coordinate with paid sick leave and certain other sources of income.

- (d) The maximum Major Medical lifetime limitation shall be \$2,000,000 for the indemnity plan.
- (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) A basic vision service plan shall be provided.
- (g) A dental plan shall be provided, the highlights of which for the indemnity plan are: \$100 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) A comprehensive medical plan shall be provided, the highlights of which for the indemnity plan are: \$300 deductible (2 deductibles per family maximum) and a \$3,000 individual out of pocket maximum.

38.2 Employee dependent (spouse and children) coverage shall be provided at the time the employee's 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 (i.e., marriage, birth, loss of other coverage) to enroll the new dependent(s). Newly eligible dependents who are not enrolled during the Special Enrollment Period must wait until the next Annual Enrollment Period to enroll for coverage. Dependents are subject to the rules of the Plan(s).

During the life of this Agreement, employees

shall contribute the following towards the premium costs for employee and dependent coverage:

Effective June 29, 2009, fifteen (15%) percent towards the premium cost for employee coverage and twenty-five (25%) percent towards the premium cost for dependent coverage.

- 38.3 No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.
- 38.4 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.
- 38.5 Insurance claims in dispute by employees will be handled through the appeals procedure outlined in either the indemnity plan or the HMO Plan.

- 38.6 Subject to DOE approval, for employees retiring on or after July 1, 2006, the Company will provide access only to the self-insured medical plan as outlined below:
- (a) Employees pay 100% of the appropriate premium.
  - (b) To be eligible employees must:
    - (1) Have 20 years with the Company; or,
    - (2) Be at least age 55 and have a minimum of 10 years active service.
  - (c) Coverage is available for employee and spouse only.
  - (d) Once a retiree and/or spouse is eligible for Medicare coverage ends.
  - (e) The Company reserves the right to terminate access if future circumstances would require a benefit greater than that negotiated herein. (For example, legislation that would expand coverage beyond what has been negotiated). This Agreement does not impact rights already reserved in the Plan Document.

## **ARTICLE 39**

### **PENSION PLAN**

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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 \$137 per week of active service beginning June 29, 2009; \$139 per week of active service beginning June 28, 2010 and \$141 per week of active service beginning July 4, 2011 for

all eligible employees who have completed 15 weeks of active service if hired from another site and 30 weeks of active service if a new hire.

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.

39.5 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.

39.6 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 12 (Grievance and Arbitration Procedure) of this Agreement.

- 39.7 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.

- 39.8 New hires accepting employment on or after July 1, 2009 are not eligible to participate in the

WSI-IGAN Defined Benefit Plan. Instead they will participate in an enhanced 401(k) plan the key features of which are described below. Employees hired prior to July 1, 2009 are not eligible for the enhanced 401(k) plan.

- (a) New hires will be automatically enrolled, if not already enrolled, prior to the first Employer Contribution.
- (b) To be eligible for an Employer Contribution/ Match, employees must have six months of service.
- (c) The Company will contribute \$1,500 to each employee's account semi-annually on the first pay period in January and July. The Company will increase its annual contribution by an additional one hundred dollars (\$100) per year (i.e. \$50 semi-annually) effective July 1, 2010 and July 1, 2011.
- (d) To receive the employer contribution employees must be employed on December 31st and/or June 30th.
- (e) It is the employee's option as to any further participation in the Enhanced Defined Contribution Plan.

- (f) Employee contributions are subject to IRS annual limitations.
- (g) After six months of service, the Employer will match one-hundred percent (100%) of the first six percent (6%) of an employee's contributions on a payroll basis.
- (h) Participants in the Enhanced Defined Contribution Plan will only be allowed one loan at a time. Safe Harbor Provisions will apply.
- (i) Participants direct the investments of their own accounts.
- (j) Employees are always 100% vested in their own contributions.
- (k) Vesting Schedule for Employer Contributions:
 

Years of Service	% Vested
Less than 2 years	0%
2 years	25%
3 years	50%
4 years	75%
5 years or more	100%
- (l) Forfeitures occurring if participants terminate employment prior to vesting are applied towards the next scheduled employer contribution.

- 39.9 During the term of the agreement, the parties shall evaluate the feasibility of allowing employees hired before July 1, 2009 to participate in the Defined Contribution Plan in lieu of continuing to participate in the Defined Benefit Plan. If feasible, the parties will attempt to negotiate a memorandum of agreement to allow such participation. This commitment is not subject to grievance and arbitration.

**ARTICLE 40  
ON-SITE TRAVEL**

- 40.1 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 41  
UNION SECURITY**

- 41.1 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.

- 41.2 Except as provided in paragraph 41.1, 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 42**

### **SAVINGS CLAUSE**

42.1 Working conditions and practices that existed at the effective date of this Agreement shall remain in effect. Working conditions and 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.

42.2 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.

- 42.3 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 43 MISCELLANEOUS PROVISIONS**

- 43.1 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.
- 43.2 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.

43.3 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 27 of this Agreement.)

43.4 No representative of the Company shall open an employee’s locked locker unless the employee and/or Union Representative, if requested by the employee, is/are present. An on duty Union Representative will be present if reasonable under the circumstances. If there is no Union Representative on duty to either be present or name a designee, then the Headquarters or Station 800 Sergeant will be present.

If the employee cannot be reached or, in the absence of an employee, a representative of the Company may open an employee’s locked

locker for the purpose of accounting for government furnished equipment and sensitive items.

- 43.5 The Company shall 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.
- 43.6 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 NNSA/NSO unless work requirements at the NTS are at a reduced level.
- 43.7 The DOE/NNSA policy on “arrest authority, use of deadly force, and rules of engagement”, 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.

43.8 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. Requests for trades will not be accepted after a request for unscheduled leave has been submitted.

43.9 Employees assigned to pool stations or unscheduled work may trade across reporting points with the following stipulations:

(a) Trading of posts will be allowed 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.

- (b) Employees who voluntarily trade across reporting points must report directly to the changed reporting point instead of at their original reporting point.
- (c) Employees who have traded an NTS station for a Las Vegas station are not entitled to a daily allowance for that day.

43.10 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 extra compensation involved in any such air flights in accordance with compensation designated in Paragraph 24.7.

43.11 When 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.

43.12 Whenever a tunnel is fully operational for security purposes, the Company will request that the M&O Contractor make the 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.

- 43.13 Employees will abide by the NNSA/NSO approved Fitness Program Plan including the Random Fitness Qualification Program. 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 4, Joint Labor Management Committee.

Per DOE directive, dated April 8, 2009, effective September 1, 2009, the Physical Fitness Program is unpaid and will not be included in the 12-hour duty day. On September 1, 2009, Article 43.13 will read: Employees will abide by the NNSA/NSO approved Fitness Program Plan including the Random Fitness Qualification Program.

- 43.14 An annual physical fitness clothing allowance of \$300.00 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. The physical fitness allowance for new hire employees will be pro-rated (\$25.00 per month) based upon the date of hire to the next July 1st.

43.15 Each year, the annual physical fitness clothing allowance will be deposited into the employee's direct deposit account the second pay day of July.

(a) The physical fitness clothing allowance for new hire employees will be paid upon successful completion of basic weapons qualification.

(b) If Basic Security Police Officer Training is conducted off-site, physical fitness clothing allowance will be paid upon graduation from this training.

43.16 In order to provide every armed employee an opportunity to participate in the DOE/NSO approved physical fitness training program, effective September 1, 2009 each armed employee will be provided a contracted annual basic gym membership at either the Las Vegas Athletic Club in Las Vegas or Anytime Fitness in Pahrump.

As an option to the above contracted basic gym memberships, armed employees may purchase an annual basic gym membership at a similar type fitness facility of their choice. Upon receipt of a paid-in-full contract for annual basic membership in a similar type fitness facility, the Company will reimburse the employee the amount of the optional annual basic membership up to an amount of \$300.00 each year.

Employees must submit evidence of paid annual membership to an optional fitness facility no later than July 31st of each year to receive reimbursement in lieu of the provided contract gym membership. Employees that do not provide an optional membership contract to the Company on or before July 31st of each year will receive the appropriate contract membership outlined above.

Should the Company receive evidence that an optional annual gym membership has been cancelled – the affected employee will be required to re-pay the Company's cost of such membership at a pro-rate amount equal to 1/12th of the amount paid by the company for every month, or partial month, of the contract period cancelled. Employees whose optional membership is cancelled will be enrolled in the company provided gym membership for the remainder of this Agreement.

43.17 As an additional incentive for employees to maintain the fitness level required for continued employment as a Security Police Officer, each armed employee who successfully completes the 10 CFR 1046 mandated annual fitness test on the first attempt will be paid an incentive of \$500.00.

Additionally, each employee successfully completing any no-notice or random test on the first attempt will also receive a \$500.00 incentive. This incentive will not be pyramided. Employees already in their window for annual testing who complete their annual test as part of no-notice or random testing (NSO Survey, OIO, etc.) will only receive one \$500.00 incentive.

43.18 Treadmill or track testing for the distance run will be optional and at the runner's discretion unless directed otherwise by DOE.

43.19 The distance run test will not be performed outdoors under the following conditions: temperature is over ninety-five (95) degrees Fahrenheit or the heat stress index is in the moderate range; the wind chill factor is twenty-nine (29) degrees Fahrenheit or less; or when air pollution is at the alert level. Personnel may volunteer to test outdoors when the wind chill factor is between twenty (20) and twenty-nine (29) degrees Fahrenheit and when constant wind speeds are greater than twenty (20) mph.

Climatic factors will be determined by the fitness staff in charge of test based on current information from Mercury/Las Vegas weather services. This data will be recorded on the annual qualification sign off form.

When either climatic conditions mandate or an individual elects treadmill testing, the dash portion of the qualification test will be conducted outside if the climatic conditions do not exceed “moderate risk” on the heat stress index or “minimal risk” on the cold index. The annual qualification sign off form will be documented.

When climatic conditions exceed the “moderate risk” on the heat stress index or the “minimal risk” on the cold index, neither the treadmill nor dash qualification test will be attempted.

## **ARTICLE 44**

### **SEVERANCE PAY**

- 44.1 Subject to the limitations of paragraph 44.1(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.

- (a) The amount of severance pay for employees terminated as described in paragraph 44.1 will be based upon the employee's length of continuous active service in the bargaining unit and according to the following schedule:

Years of Continuous Active Service	Number of Weeks of Severance Pay
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 44.1, above.

44.2 Subject to the limitations of paragraph 44.2(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 44.1, subject to the limitation contained in paragraph 44.2(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 44.2 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 who:

- (1) Accepts transfer to another DOE

facility, subsidiary, or affiliate of the Company,

(2) Rejects employment at comparable pay and benefits by the Company or a successor company,

(3) Resigns,

(4) Is discharged for cause, or

(5) Voluntarily elects to retire normally.

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

44.4 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 NNSA/NSO (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.

44.5 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.

44.6 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 45 NOTICE OF CHANGES**

45.1 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 the Company, prior to the implementation of such proposed changes.

**ARTICLE 46**  
**INFORMATION TO BE SUPPLIED BY**  
**EMPLOYEES**

46.1 Employees must notify the Human Resources Section when changes occur that affect personal information, eligibility for work or benefits, and to receive additional information. Changes that must be reported include:

- (a) Address
- (b) Telephone
- (c) Marital Status
- (d) Birth of children
- (e) Eligibility status of covered dependents (newly eligible/no longer eligible)
- (f) Emergency contact information
- (g) Beneficiary information (life insurance, 401(k), pension, etc.)
- (h) Bankruptcy, collection or other negative credit issues.

The following require immediate notification to the supervisor and HR:

- (a) Expiration, revocation or suspension of their State driver's license
- (b) Arrest
- (c) Traffic tickets or fines at or above the level identified by DOE Order
- (d) Use of prescriptions that impair judgment, restrict driving and/or cause drowsiness

46.2 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.

46.3 The Company requires that employee's activities away from the job must not compromise the Company's interests, create a conflict of interest or perceived conflict of interest or adversely affect their job performance and ability to fulfill all responsibilities to the Company.

No outside employment will be engaged in that conflict with Company interests. Employees must obtain prior approval from the Company before any outside or self-employment is undertaken.

46.4 Employees who fail to report changes to

their insurance information within timelines prescribed by Plan/Company documents will reimburse the company for premiums paid on behalf of ineligible dependents which are not recoverable from the insurance carrier. Employees who fail to meet qualifying event timelines may be unable to add newly eligible dependents until the next open enrollment period.

## **ARTICLE 47**

### **EMPLOYEE SAFETY**

- 47.1 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.
- 47.2 The Company and all employees must comply with the mandatory safety and health requirements contained in 10 CFR 851, Worker Safety and Health Program, Subpart C.
- 47.3 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.

- 47.4 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.
- 47.5 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.
- 47.6 The Company agrees that government vehicles used by employees should be kept in a safe condition and to report any deficiencies to the M&O Contractor for correction. The Company will make a reasonable effort to provide vehicles with adequate heating and air conditioning. Similarly, the Company will advise the M&O Contractor of any problems

concerning cleanliness and sanitary conditions of housing, locker rooms, workout areas and showers.

- 47.7 Five (5) IGAN representatives appointed by the Union will participate on the Company Safety Committee on Company time, when operationally feasible.

## **ARTICLE 48 TECHNOLOGICAL CHANGE**

- 48.1 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. The matter will be discussed by the parties under the provisions of Article 4, 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.
- 48.2 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 and/or mechanizations. When feasible,

such reductions shall take place by attrition (i.e., retirement, resignation, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees shall be reduced in force in accordance with Article 16.

## **ARTICLE 49 WORKING CONDITIONS**

- 49.1 Where feasible, permanent or portable fixed stations, excluding tunnels and mobile stations, will be equipped with a microwave, refrigerator, swivel chair(s) and adequate telephone and/or radio communications. Stations that do not have a water fountain within will have a water cooler provided. Employees are responsible for reporting unsafe and/or unserviceable equipment to supervision. All unsafe and/or unserviceable equipment will be replaced as soon as possible.
- 49.2 Where feasible, the Company will provide a portable toilet facility for all stations.
- 49.3 The Company will provide proper relief staffing to all employees when assigned stations (permanent or portable) where the above referenced amenities are not provided.
- 49.4 The Company and IGAN are jointly committed

to striving for the best possible field working conditions for all employees.

**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, 2009 and shall remain

in effect until 0600 hours on July 1, 2014 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 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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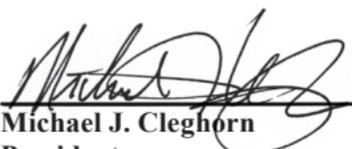
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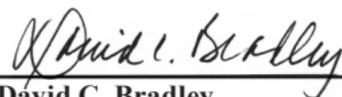
IN WITNESS WHEREOF,

the parties hereto have caused their representatives to sign this Agreement in full acknowledgement of their intention to bound thereby.

**FOR:**  
**Independent Guard**  
**Association of Nevada,**  
**Local No. 1**

**FOR:**  
**WSI**

  
\_\_\_\_\_  
Michael J. Cleghorn  
President

  
\_\_\_\_\_  
David C. Bradley  
General Manager

Date: 6/17/09

Date: 6/17/09

## **MEMORANDUM OF AGREEMENT PROGRAMMED VOLUNTARY RECLASSIFICATION PROGRAM**

This Memorandum of Agreement is effective July 1, 2009 and shall remain in effect during the term of the Collective Bargaining Agreement (CBA) unless changed by mutual agreement of the parties.

1. Purpose: This Memorandum of Agreement (MOA) outlines criteria, restrictions, limitations, eligibility and procedures for programmed voluntary reclassifications between SPO I Non-HRP, SPO I, SPO II and SPO III job classifications within WSI – Nevada Operations (WSI-NV).
2. Criteria: Once a year, Security Police Officers (SPOs) will be allowed to voluntarily reclassify from one job classification to another. Approval of the reclassification will be based on mission requirements, the individual's ability to meet the required standards for the job classification, and is contingent upon the seniority of the employee.
3. Restrictions/Limitations:
  - a. Employees will be reclassified if they: (1) volunteer for, and receive certification in the HRP if required; (2) successfully pass/complete all applicable requirements/

training; and (3) have the seniority to bump into the requested job classification.

- b. Employees may be bumped from their current job classification into another job classification based on the seniority and request of another employee. The affected employee will not be bumped into another job classification if the employee creating the “bumped” situation fails to qualify for the requested reclassification.
- c. When employees are bumped from their current job classification into another job classification based on the seniority and request of another employee, the employee being bumped must successfully meet the requirements for the job classification they are being bumped into or the employee being bumped will lose SPO status and be terminated unless eligible for reclassification under some other provision of Article 8.
- d. Employees, who volunteer for and successfully meet the applicable standards for reclassification, must continue to meet the applicable standards of their new job classification. If the employee fails to maintain the requirements of the new job classification, the employee will lose

their SPO status and be terminated unless eligible for reclassification under some other provision in Article 8.

- e. Employees who request reclassification to SPO III must successfully pass selection, preparatory training and SRTBQC. In addition, these employees are expected to serve at least two years as a SPO III beginning with their completion of all requirements that make them available to work SPO III assignments.
- f. Weapons qualifications and/or physical fitness testing completed as part of this voluntary reclassification process will not be used to incur payment or forfeiture of any allowance, incentive, or qualification programs.
- g. Tactical stress courses for all job classifications will be scheduled during either the last or first half of each year to preclude employees from losing their performance incentive award due to a voluntary change in job classification during the incentive year. Employees must have completed all requirements for the entire year at a specific level of the program to be eligible for payment at that level. As an example: an employee who

completes the first SAQ of the year (or runs the half mile) as a SPO I cannot later become a SPO III and want to be paid for the SPO III level.

4. Eligibility:

- a. SPO I Non-HRP personnel may volunteer for the SPO I, SPO II, or SPO III job classification. Any request for reclassification by a current SPO I Non-HRP person must include the individual's acknowledgement of also volunteering for HRP and understanding that remaining current in the HRP becomes a requirement of continued employment once reclassified.
- b. SPO I personnel may volunteer for the SPO I Non-HRP, SPO II, or SPO III job classification. SPO I personnel volunteering for SPO I Non-HRP must acknowledge they understand approval of their request will include their removal from the HRP.
- c. SPO II personnel may volunteer for the SPO I Non-HRP, SPO I, or SPO III job classification. SPO II personnel volunteering for SPO I Non-HRP must acknowledge they understand approval

of their request will include their removal from the HRP.

- d. SPO III personnel are expected to serve two years in the SRT Program prior to participating in this voluntary reclassification program. SPO III personnel may volunteer for the SPO I Non-HRP, SPO I, or SPO II job classification. SPO III personnel volunteering for SPO I Non-HRP must acknowledge they understand approval of their request will include their removal from the HRP.

5. Procedures:

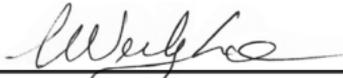
- a. The Company will post a voluntary reclassification bid sheet for 2 weeks in April of each year. The voluntary reclassification bid sheet is being posted in April to ensure sufficient time for bids to be accepted, results of bidding to be analyzed, affected employees to be notified, requirements/training to be completed, and reclassifications to be completed prior to the September SAQ period.
- b. Once the bid period closes, the Company will review the bids and evaluate each request based on mission requirements and seniority.

- c. The only reclassifications that will be approved are those that do not negatively impact mission requirements and the employee has the seniority to hold the requested job reclassification. The Union will be advised of all disapproved requests for voluntary reclassification.
- d. The Company will notify all personnel affected by voluntary reclassification, including those approved for reclassification, those not approved for reclassification, and those being bumped to another reclassification based on the seniority and request of others.
- e. Employees affected by voluntary reclassifications will begin the process of successfully meeting the requirements/training for their new job classification.
- f. Employees must maintain their current job classification requirements and training until the final reclassification is completed.
- g. Once all requirements/training for all employees affected is accomplished (but no later than September first), reclassifications will be finalized/completed and employees will begin working in their new job classification.

Employees being bumped into another job classification will be provided the greatest amount of time allowable to complete requirements/training for the new job classification before losing their SPO status, but the time allowed will not be extended to the point it creates a negative impact on mission/operational requirements.

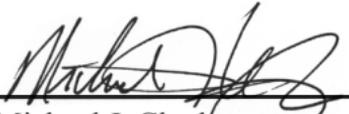
6. Implementation of this voluntary reclassification program as outlined in Article 8 of the CBA and this MOA will enable us to support career progression and longevity as required by DOE M 470.4-3A .

**AGREED:**  
**WSI**

  
\_\_\_\_\_  
C. Wesley Cox, III  
Deputy General Manager

Date: 5/26/09

**AGREED:**  
**Independent Guard  
Association of Nevada,  
Local No. 1**

  
\_\_\_\_\_  
Michael J. Cleghorn  
President

Date: 5/26/09

## **MEMORANDUM OF AGREEMENT SECURITY OFFICERS**

In the event the Nevada Nuclear Security Administration, Nevada Site Office (NNSA/NSO) realigns the Protective Force to include Security Officers, 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. SPO's who do not meet the medical qualifications for SPO but do meet the medical qualifications for SO as set forth in 10 CFR Part 1046 will be SO's, who will be unarmed protective force personnel, except that they may be equipped with nonlethal weapons. If such employees refuse to accept a SO assignment, they will be terminated and are not eligible for severance pay. In the event no SO positions are available, based on their seniority and qualifications, employees classified as SO's will be reduced in force.
  - (a) Employees reclassified to SO status will be assigned by the Company to designated SO assignments for which they qualify or for which they can be trained, according to their seniority, among other SO's.
  - (b) SPO's may work in SO positions; however,

SO's 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 seniority rights outlined in this Agreement by SO's relative to each other and regardless of the seniority of those SPO's currently holding these positions.

Employees who fail to meet the medical qualification standards for SO, 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 medical severance pay under the provisions of this Agreement.

- 2. Tests, when required 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 SO 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.

3. Any employee reclassified to a SO position, or whose employment 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 DOE, 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 of this Agreement.
  
4. 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 the appropriate rate.

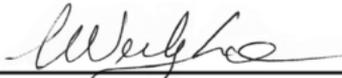
It is understood that should work requirements change which will allow unarmed employees to again work twelve (12) hour shifts, the Company will make the appropriate adjustments in coordination with the Union.

5. Accountability of reduced schedules for security officers will be kept separately with

equalization attempted only within their respective classifications.

6. Priority for SO positions is given to employees who are permanently disqualified from armed status by the DOE Designated Physician, but determined to meet the standards for SO as outlined in 10 CFR 1046.
7. Employees temporarily assigned to this status will not displace permanently designated SO's. Permanently designated SO's will also have priority for shift and days off preference over employees temporarily assigned to these positions.
8. 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 medical severance pay as outlined in this Agreement.
9. SO's will be paid at the Limited Duty rate of pay in accordance with the current CBA.

**AGREED:  
WSI**

  
\_\_\_\_\_  
C. Wesley Cox, III  
Deputy General Manager

Date: 6/2/09

**AGREED:  
Independent Guard  
Association of Nevada,  
Local No. 1**

  
\_\_\_\_\_  
Michael J. Cleghorn  
President

Date: 6/2/09

## **MEMORANDUM OF AGREEMENT RECLASSIFICATION**

This Memorandum of Understanding is effective July 1, 2009, 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 exists. 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.

4. When Security Officers are reclassified as Security Police Officers as a result of requirements, they will be allowed not more than 75 days to safely achieve the required standards under 10 CFR 1046.
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 this 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 requires remedial training on three (3) consecutive semi-annual qualifications periods, with the same firearm, will be terminated.

8. SO's will be paid at the Limited Duty rate of pay in accordance with the current CBA.

**AGREED:**  
**WSI**

  
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C. Wesley Cox, III  
Deputy General Manager

Date: 5/27/09

**AGREED:**  
**Independent Guard  
Association of Nevada,  
Local No. 1**

  
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Michael J. Cleghorn  
President

Date: 5/27/09

