

**CONTRACT**

between

WACKENHUT SERVICES,  
INCORPORATED — OAK RIDGE

ETTP SITE

Oak Ridge, Tennessee

and

INTERNATIONAL UNION  
SECURITY, POLICE, AND FIRE PROFESSIONALS  
OF AMERICA

and its Amalgamated Plant Guard Local No. 109

October 30, 2007 – October 30, 2012

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Contract Between

**WACKENHUT SERVICES, INCORPORATED –  
OAK RIDGE**

**ETTP SITE**

and

**SECURITY, POLICE, AND FIRE PROFESSIONALS  
OF AMERICA  
and Its Amalgamated Plant Guard Local No. 109**

## **CONTRACT**

This Contract is entered into this **30th day of October, 2007** between Wackenhut Services, Inc. – Oak Ridge, hereafter referred to as the “Company” and the Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Plant Security Local No. 109, hereinafter referred to as the “Union.”

## **ARTICLE 1 RECOGNITION**

**Section 1.** The Company recognizes Local No. 109 of the Security, Police, and Fire Professionals of America and/or its successors as the sole collective bargaining agent as certified by NLRB Case No. 10-RC-388 and its successors and applicable NLRB Case Numbers, with respect to wages, hours, and other conditions of

employment for all hourly paid Protective Force employees employed by Wackenhut Services Incorporated at the DOE Oak Ridge, Tennessee, East Tennessee Technology Park, but excluding all salaried personnel, office clerical employees, professional personnel and supervisors as defined in the Agreement.

**Section 2.** The term “employee” as used herein will mean any person represented by the Union as described in Section 1 above.

**Section 3.** The purpose of this contract is to set forth the complete agreement between the Company and the Union as to the rates of pay, hours of work, and conditions of employment.

**Section 4. (a)** The Company agrees neither to interfere with the right of employees to join or belong to the Union, nor to discriminate on account of union membership or union activity. The Union agrees not to intimidate or to coerce employees to join the Union, and further agrees not to solicit for membership or collect union funds on Company time.

(b) Both the Company and Union agree that the provisions of this contract shall be applied to all employees without regard to any individual’s race, color, religion, sex, or national origin, nor will there be discrimination against any employee because he/she is handicapped, a disabled veteran, or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes. The Company and Union agree to abide by the Americans with Disabilities Act and the Family and Medical Leave Act.

**Section 5.** The Union recognizes that the Company shall continue to exercise its exclusive responsibilities, such as the selection and direction of the working forces, and that the rights to promote, demote, transfer, assign, hire, retire, discipline, discharge, determine job content, and to determine the qualifications of an employee to perform work are vested exclusively in the Company, except that the Union rights set forth in this contract shall not be abridged, curtailed, or modified by this clause.

**Section 6.** The Union agrees that the employees shall discharge their duties as assigned to them impartially and without regard to any union or non-union affiliation of any plant personnel, and that failure to do so constitutes sufficient cause for disciplinary action including discharge.

**Section 7.** In the event the Company determines that it is necessary to make any substantial change in the working force because of operating requirements, such change will be discussed with the Union in advance of taking action.

**Section 8.** Should it be determined that any provision of this agreement violates or conflicts with State or Federal law, such provision shall be null and void, but the remainder of this agreement shall remain in effect.

## **ARTICLE 2 DUES AUTHORIZATION**

**Section 1.** Upon receipt of proper written authorization from an employee, the Company agrees to deduct from

the wages of said employee and to forward to the Financial Secretary of the Local Union dues uniformly applicable to all members as certified to the Company by the Local Union, such dues to be deducted on the third payday of each month. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee, and may be canceled by the employee at any time by written notification to the Company and the Union.

### **ARTICLE 3 UNION REPRESENTATION**

**Section 1.** The Company agrees to recognize the following number of properly certified Union representatives as the Bargaining Committee for the purpose of representing employees under this Contract and the grievance procedure: the Local Union President, Vice-President, and six (6) Committeepersons, one each for the A, B, C, D and two (2) R shifts. It is understood that alternates for each Committeeperson will be recognized in the absence of the regular Committeeperson and the Local Union Vice-President for the President in his/her absence.

**Section 2.** No employee may act as an Officer or Committeeperson until he/she has completed his/her probationary period.

**Section 3.** International representatives of the Union will be permitted without pay to attend meetings between the bargaining committee and the Company in the Second and Third Step of the Grievance Procedure.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

**Section 1.** All complaints, disputes, or misunderstandings involving questions of interpretation or application of any clause of this contract may constitute a grievance.

**Section 2.** Properly certified Union representatives, as referred to in Article 3, Section 1, shall report to and obtain permission from their immediate supervisors whenever it becomes necessary to leave their work for the purpose of handling grievances. Such periods of time during working hours shall be without loss of pay, when handling grievances in the three steps of this Grievance Procedure.

**Section 3.** The procedure for handling a grievance shall be as follows:

**First Step:** When an employee has a grievance it will be discussed with his/her immediate supervisor and the properly certified Union representative will be notified and may be present at the discussion and settlement thereof. If the matter is not settled, it shall be reduced to written form, signed and presented to the immediate supervisor who shall reply in writing within two days. If the grievance is presented by an employee personally, a copy of the reply shall be sent to the properly certified Union representatives.

**Second Step:** A grievance not settled satisfactorily in the First Step may be appealed to the Site Manager. At the meeting to be held within four (4) days from receipt of the written appeal, the Site Manager will consider the

matter and give a written answer within four (4) days. This meeting may be attended by other Company representatives, properly certified local Union representatives, International Union representatives and the responsible supervisory personnel involved.

**Third Step:** If not satisfactorily settled in Step 2, the grievance shall be reduced to writing and submitted on a form mutually agreeable to the Company and Union for possible settlement in a meeting between the Bargaining Unit, Director of the Protective Force, Labor Relations, and other Company representatives. Such meeting shall be held within seven (7) days from the date grievance is received. The Company's answer shall be given within fifteen (15) days after the meeting and shall be in writing.

**Section 4.** Any grievance not taken up with an employee's immediate supervisor within twenty (20) days after the occurrence of the incident from which the grievance arose cannot thereafter be processed through the Grievance Procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within five (5) days after a decision has been rendered by the Company except that appeal to the Third Step may be made within ten (10) days.

**Section 5.** Grievances arising out of discharge or disciplinary suspension may be initiated at the Second Step of the above procedure. If a discharge is adjudged to be in error, such employee will be returned to work without loss of seniority.

**Section 6.** (a) Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance Procedure, Saturdays, Sundays, holidays, and scheduled days off are excluded.

(b) When an employee is to be given a written reprimand, suspended, or discharged, he/she shall be advised prior to action being taken of his/her right to Union representation. Copies of all written reprimands shall be given to the employee involved.

**Section 7.** If the Union and Company agree, a grievance may be deferred to mediation. Such mediation shall preclude any further action by the parties. Each party shall bear its respective expenses and the expenses incident to the services of the Mediator (if any) shall be borne equally between the Company and the Union. It is further agreed that the Mediator shall not have the power to add to, to disregard, or to modify any of the provisions of this contract. A grievance deferred to mediation shall be scheduled for a hearing no later than ninety (90) days after deferral.

## **ARTICLE 5 ARBITRATION**

**Section 1.** (a) If a grievance is not satisfactorily settled by the procedure outlined in Article 4, the grievance may be submitted to arbitration if it involves the meaning or application of the contract.

(b) Within thirty (30) days after the decision rendered by the Company in the Third Step of the Grievance

Procedure, the Union may, if it desires to arbitrate a matter which is subject to arbitration under the terms of this contract, request the Director of the Federal Mediation and Conciliation Service to submit the names of five (5) Arbitrators to each of the parties. A copy of the Union's letter will be sent to the Company.

- (c) Within five (5) days following receipt of such list the parties shall meet and may mutually agree to use an Arbitration Committee or a single Arbitrator.
- (d) If it is agreed to use an Arbitration Committee, such Committee shall be composed of one member selected by the Union, one member selected by the Company, and a third member who shall be chosen by the parties from the list of five (5) Arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall strike one name and the Company shall strike one name from the list and they thereafter shall alternately strike a name until the name of one individual remains and he/she shall be designated as Chairperson of the Arbitration Committee.
- (e) In the event the parties decide not to use an Arbitration Committee, the Arbitrator selected by the procedure outlined in (d) above shall be the Arbitrator in the matter.
- (f) The Federal Mediation and Conciliation Service shall be notified by joint letter of the Company and Union of the Arbitrator selected to be the Chairperson of the Arbitration Committee or the sole Arbitrator.

- (g) Any grievance which has not been scheduled by an Arbitrator within two (2) years after the date of appeal to arbitration will be considered withdrawn by mutual consent on a no precedent basis.
- (h) The decision rendered in the case by the Arbitration Committee or the Arbitrator, whichever is agreed to, shall be final and binding on both parties except as provided in the following Section 2.

**Section 2.** (a) The Arbitration Committee or the sole Arbitrator acting under Section 1 of this Article shall not have the power to add to, disregard, or modify any of the provisions of this contract, nor shall the Arbitration Committee or the sole Arbitrator have the power to change any penalty imposed by the Company unless upon the facts of the case presented before them or him/her, they or he/she finds that the Company has violated the terms of this contract or has acted in an arbitrary or unreasonable manner.

- (b) Each party shall bear its respective expenses and the expenses incident to the services of the third party shall be borne equally between the Company and the Union.
- (c) The Arbitration Committee, or the sole Arbitrator, shall be requested by the Company and the Union to render a decision within thirty (30) days after the arbitration hearing.

**Section 3.** (a) Where the arbitration proceedings involve discussion of classified information, the Arbitration

Committee or the sole Arbitrator shall be cleared by the Government Agency having jurisdiction if the Agency feels that such clearance is required.

- (b) In any proceedings under this Article, the Company will make every reasonable effort to release from work employees needed as witnesses.

## **ARTICLE 6 CONTINUITY OF OPERATIONS**

**Section 1.** There will be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any employee, or employees, in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

**Section 2.** It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If it is found that this contract or any part of this contract in any way violates security measures which are now in effect, or which may be put into effect later, and the Company and the Union are notified by the proper authority as to the section or sections of the contract in question, negotiations will begin immediately for the purpose of making required changes.

## **ARTICLE 7 SENIORITY**

**Section 1.** The seniority of present employees of the WSI-OR Protective Force ETTP Site shall be determined from their effective date of hire in the plant. The seniority of future employees of the WSI-OR Protective Force ETTP Site shall be determined from their effective date of hire in or transfer to the WSI-OR Protective Force ETTP Site.

**Section 2.** New employees shall establish seniority at the end of their first one hundred twenty (120) days of employment in the Department and their seniority shall be dated from their effective date of hire. Seniority positioning for employees hired on the same date shall be determined by the lowest assigned badge number.

**Section 3.** A new employee shall be considered a probationary employee for the first one hundred and twenty (120) days of employment; and at the end of this period, if he or she is retained, his or her name shall be placed on the seniority list and his or her seniority shall be determined as outlined in Section 1 of the Article. The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that discipline up to and including termination of employment of such employees during the probationary period shall not be subject to the Grievance Procedure or Arbitration.

**Section 4. (a)** When a reduction in force is necessary, **the Company will offer a Voluntary Reduction in**

**Force (VRIF) only if the VRIF has been approved by DOE. If a VRIF is not approved or the VRIF does not produce a sufficient number of volunteers,** probationary employees shall be laid off first. Should further layoffs be necessary, they shall be made in accordance with seniority. When additional personnel are required, former employees with seniority will be rehired in reverse order of a layoff.

- (b) In a layoff involving employees having the same seniority date, the layoff will be from the bottom of the current seniority listing as published by the Company.

**Section 5.** A veteran who has been previously employed by the Company before his/her induction into the Armed Forces or the United States Merchant Marine shall have all rights as accorded under the Universal Military Service and Training Act and Public Law No. 87.

**Section 6.** Notice of layoff will be given employees affected no less than fifteen (15) days in advance.

**Section 7.** An employee will lose his/her seniority for the following reasons:

- (a) If he/she quits or is transferred out of the bargaining unit.
- (b) If he/she is discharged for just cause.
- (c) If the employee is absent unexcused three (3) consecutive days. In the event that he/she reports for work by the starting time of his/her shift on the fourth

(4th) consecutive day, his/her seniority will be preserved.

- (d) A former employee who has been laid off due to a reduction in force shall be retained on the recall list for a period not to exceed sixty (60) months. A former employee who is on the recall list shall not accumulate seniority while off the payroll, but shall retain his/her plant seniority as of the payoff date for a period not in excess of sixty (60) months. If not recalled within sixty (60) months from the date of layoff, such former employee will cease to have seniority.
- (e) A former employee on the recall list who declines an offer of reemployment or fails to report for work within five (5) days after receipt of such offer shall be removed from the recall listing.

**Section 8.** A seniority list will be furnished to the Union twice a year.

## **ARTICLE 8 LEAVE OF ABSENCE**

**Section 1.** Leave of absence without pay up to fifteen (15) consecutive calendar days shall be granted upon presentation by an employee of evidence acceptable to the Company that such leave of absence is for a reasonable purpose and provided further that such leave will not interfere with operations. Such leave of absence shall be without loss of seniority.

**Section 2.** (a) Upon written request to the Company made by the Union a reasonable period in advance, an employee certified by the Union to be a full-time Union official may be granted a leave of absence without pay to engage in work pertaining to the business of the Union. A number of employees granted such leaves of absence may not at any time exceed three (3).

(b) Each such leave of absence shall be for a period no longer than one (1) year and shall be granted only at such times as will not interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.

(c) An employee granted such leave of absence must return all security identification issued to him/her and will be issued new identification which will permit access to the Administration Area.

**Section 3.** The Group Insurance of an employee will be continued in force during such authorized leave of absence in case and in such manner as the provisions of the Company Group Insurance contract permit, provided that he/she pays his/her share of the Group Insurance premiums at least monthly in advance.

**Section 4.** Seniority shall accumulate during an approved leave of absence.

## ARTICLE 9 DISABILITY PAY

**Section 1. Short Term Disability Plan.** An employee hired prior to **October 30, 2007**, who is disabled and unable to work due to illness, pregnancy, or non-occupational injury, will be paid 100% of his or her basic straight-time hourly rate in accordance with the following schedule:

Company Service Credit	Max. No. Months Pay Per Absence
At least 1 month but less than 2 months	1 month
At least 2 months but less than 3 months	2 months
At least 3 months but less than 4 months	3 months
At least 4 months but less than 5 months	4 months
At least 5 months but less than 6 months	5 months
At least 6 or more months	6 months

**Employees hired on or after October 30, 2007, who are disabled and unable to work due to illness, pregnancy, or non-occupational injury, will be paid 100% of his/her basic straight time hourly rate for the first four months of short term disability in accordance with the above schedule. The remaining two months of short-term disability are paid at 85% of his/her straight-time hourly rate.**

**Section 2. Long Term Disability Plan.** An employee totally disabled for six months will become eligible to

receive sixty percent (60%) of his or her monthly basic straight-time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the disability benefits sections of the WSI-OR Employee Benefits Handbook referred to in Section 1 above and will be paid, if he or she is totally and permanently disabled as defined in the Handbook, until he or she reaches age 65. Under specified circumstances, such benefits will continue beyond age 65. Such benefits will be reduced by any income benefits the employee is eligible to receive from other sources such as Social Security, Workers' Compensation, other statutory benefits, and other Company benefits plans.

If a dispute arises as a result of an employee's claim that he or she is totally and permanently disabled as defined in the above-referenced handbook or that such employee continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than 60 days after receipt of denial:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination by him or her of the employee and consultation with the other two physicians, shall be final and binding on the

Company, the Union, and the employee. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

**Section 3. Conditions of Payment.** (a) Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:

1. For the first 24 hours of absence for any non-occupational disability unless such period of disability extends beyond two (2) calendar weeks in which event payment will be made on the basis of absences for hours, which would normally have been worked had the employee performed his regular schedule of work during the first 24 hours of absence. If an employee is admitted to the hospital as an inpatient or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the first 24 hours of a certified non-occupational disability, any remaining hours of the 24-hour waiting period will be waived. In no case shall the period of payment exceed the schedule established herein, or
2. Any disability occurring during the first 12 months that the employee's plan coverage is in effect if caused by any conditions for which he or she received treatment during the three month period before his or her coverage became effective, or
3. Any period of non-occupational disability absence beyond the 24th consecutive hour during which

the employee is not under treatment by a licensed practicing physician, or

4. Any disability caused directly or indirectly by war declared or undeclared, or
  5. Any intentionally self-inflicted injury, or
  6. Any disability resulting from commission of a felony, or
  7. Any disability due to willful misconduct, violation of Company rules, or refusal to use safety appliances.
- b. Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons.
  - c. Payments will only be made when the Company is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that the employee's absence was due to legitimate non-occupational illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Company during the first 24 hours of the absence. However, certification may be requested by the Company for any or all of the first 24 hours of absence if the Company has reason to question the absence.
  - d. Payments will only be made when employees properly report their absence and the cause of the

absence to the proper Company representative in a prompt manner.

- e. Payments are applicable only for the normal workweek and normal workday. In case working hours of the Company are changed, it is understood that payment under the above schedule will be changed in direct proportion to the change in working hours.
- f. It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.
- g. An employee who is absent from work because of an occupational disability arising out of or in the course of his or her employment and who meets the conditions stated in this Article, will be excused from work. To receive disability pay, the employee must report to supervision the incident giving rise to the disability immediately and cooperate fully in obtaining medical treatment.
- h. It is understood that an employee, while disabled, is eligible to receive pay only in accordance with this Article, and is ineligible for payments the Contract may provide for absences due to reasons other than disability.

**Section 4. Administration of Plans.** (a) The Short Term and Long Term Disability Plans and the payments of benefits under them shall be handled by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest

such denial with the Insurance Company but that he or she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under these Plans and desiring to file such claim with the Insurance Company becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question), such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

- (b) It is understood that the Company shall retain the right to select and arrange with an Insurance Company to provide certain benefits available under these Plans and to replace the Insurance Company from time to time as it may deem appropriate.

**Section 5. Company Service Credit During Approved Disability Absences. An employee who is disabled and unable to work will receive Company Service Credit for the period of his or her Short Term and/or Long Term Disability and/or occupational disability approved by the Insurance Company.**

**Section 6. Workers' Compensation. An employee disabled and unable to work due to an occupational illness or injury will be paid 100% of his/her basic straight-time hourly rate. If an employee reaches maximum medical improvement but is not cleared to**

**return to work by the designated physician, he/she will receive short-term disability/long-term disability per the following:**

- 1. If less than 6 months absence due to disability, employee will receive remainder of 6 months short-term disability benefits per schedule in Section 1 – Short-Term disability.**
- 2. If 6 months or more absence due to disability, employee will receive Long-Term Disability benefits in accordance with Section 2 – Long-Term Disability.**

## **ARTICLE 10 VACATIONS**

- Section 1.** (a) An employee must complete one (1) year of Company Service Credit to attain initial eligibility for two weeks vacation. However one week of this initial vacation eligibility may be taken after completing six (6) months of Company Service Credit.
- (b) During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, he/she shall receive two (2) weeks of vacation.
- (c) During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, he/she shall receive three (3) weeks of vacation.

- (d) During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, he/she shall receive four (4) weeks of vacation.
- (e) During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit, he/she shall receive five (5) weeks of vacation.
- (f) During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, he/she shall receive six (6) weeks of vacation.
- (g) The Vacation Plan shall be administered in accordance with the vacation regulations contained in Section 2 below.

**Section 2.** (a) The vacation provisions are not applicable to part-time, intermittent, or temporary employees.

- (b) The vacation season may be limited to a specific period within the year. The number of employees who are on vacation at the same time may be limited.
- (c) Vacations are scheduled by supervision during the established vacation season. Preference as to date is based upon seniority. Such preference to either the whole vacation or one portion of the vacation can be exercised only once in a calendar year. A period shall be specified during which an employee shall advise the Company of his/her vacation preference. Also the employee shall make an election during this period as

to any carry forward option for which he/she is eligible. Such elected option will be irrevocable for the calendar year for which it is made unless the Company and the employee otherwise mutually agree.

- (d) An employee must complete the full minimum Company Service Credit noted in Section 1 of this Article before he/she is eligible for a vacation or vacation pay.
- (e) Vacation payments will be calculated on the basis of an employee's straight-time hourly rate, plus any applicable shift differential, in effect at the time he/she goes on vacation, multiplied by the number of hours in his/her normal work week. However, the amount paid to an employee in lieu of vacation or vacation carried forward shall be his/her straight-time hourly rate in effect at the time he/she receives such pay, multiplied by the number of hours in his/her normal work week.
- (f) If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he/she, or his/her survivors, will be paid for any vacation to which he/she is entitled.
- (g) Only one vacation will be allowed an employee in any one calendar year.
- (h) Vacation will be scheduled in accordance with normal procedure. Any and all portions of an employee's vacation entitlement may be requested and granted in

portions of 4, 8, and 12-hour increments. Up to twenty (20) hours may be requested and granted in portions of two (2) hour increments. It is understood that the pay provision as outlined in Article 12, **Section 5 (c)** will not be applicable for an employee who volunteers or is required to back fill two hour increments of vacation. The first line supervisor will have absolute discretion to approve or disapprove such request and his/her decision will not be subject to the grievance procedure or arbitration.

At no time will fragmented vacation be granted if operational needs are not met.

- (i) An employee who has completed the minimum eligibility requirements for a vacation and is recalled following a layoff for reduction in force will be required to work for six months following his/her reemployment before he/she is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.
- (j) Absence of an employee immediately preceding or following his/her vacation may not be excused for any reason except unavoidable circumstances.
- (k) Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year, no vacation will be granted in such year.
- (l) An employee who takes a leave of absence will be treated for vacation purposes in the same manner as

if he/she were terminated as of his/her last day worked.

(m) Carry Forward Option

1. An employee with ten (10) or more years of Company Service Credit may carry forward to a succeeding year up to two (2) weeks of his/her Current Year Vacation.
2. The maximum amount of carried forward vacation which an employee may have to his/her credit at any time shall be six (6) weeks. Also, the maximum vacation taken in any calendar year shall be twelve (12) weeks.
3. Vacation time carried forward is not subject to payment in lieu of vacation, except upon the employee's termination.

(n) Except as provided for under the Carry Forward Option in (m), an employee may not voluntarily postpone his/her vacation to the following year.

(o) It is the intention to arrange vacation time off whenever possible rather than to grant pay in lieu of such time off.

(p) The parties agree that in order to clarify the vested rights for the subsequent year's vacation for employees with one or more years of service who are absent because of disability as of December 31, the following guidelines will apply:

1. If such an employee is receiving, on December 31, Short Term Disability, as outlined in Article 9 of the Company-Union Contract at ETTP, he or she shall be regarded as being on the payroll as of December 31 and will be vested for the subsequent year's vacation.
2. If such an employee is receiving on December 31, Long Term Disability Payments, such an employee will not have vested rights to the subsequent year's vacation.
3. It is understood that the above clarification relates solely to vacation vesting and does not effect any other determination of whether an employee is deemed to be on the payroll.
4. Under no circumstances will an employee be eligible for vesting vacation for more than one year on the basis outlined above.

**Section 3. Employees Hired After October 30, 2007.  
Section 1, 2(m), and 2(p) shall not apply to employees hired after October 30, 2007.**

**Employees hired after October 30, 2007 shall accrue vacation on a weekly basis in accordance with the schedule below. The accrual factor will be the number of hours of eligibility divided by 365.**

<b>Company Service</b>	<b>Annual Eligibility</b>	<b>Daily Accrual</b>
<b>0-4 years</b>	<b>80 hours</b>	<b>.2194 hours per day</b>
<b>5-9 years</b>	<b>120 hours</b>	<b>.3291 hours per day</b>
<b>10-19 years</b>	<b>160 hours</b>	<b>.43879 hours per day</b>
<b>20-29 years</b>	<b>200 hours</b>	<b>.54849 hours per day</b>
<b>30 and over</b>	<b>240 hours</b>	<b>.65819 hours per day</b>

**Employees hired after October 30, 2007 may accrue a maximum total of 240 hours plus their annual eligibility.**

## **ARTICLE 11 MISCELLANEOUS**

**Section 1.** The Company shall provide adequate dressing rooms and locker space.

**Section 2.** (a) Supervisory personnel shall not do non-supervisory work, which will deprive employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction or assistance to employees or from operating equipment or processes in an emergency or for experimental purposes.

(b) Scientific research personnel may perform manual work to further their research provided that such work does not deprive an employee of his/her job.

**Section 3.** The Company will provide heating and air conditioning for all permanent posts.

**Section 4.** The Union shall be permitted to use the Company's bulletin boards for posting notices and

announcements. All such notices and announcements shall be submitted to the Company for its approval and posting.

**Section 5.** The Company will continue to prescribe, furnish, and maintain uniforms and all items of equipment. Uniforms include Company-issued footwear, as and when prescribed.

Such footwear will be limited to two (2) pair at any time, to be retained on plant premises and replaced under applicable regulations and practice for maintenance of prescribed uniforms and items of equipment. Union represented employees are authorized to wear Company approved, Union provided insignia as directed by the Company.

**Section 6.** Work assignments will be rotated as equally as practicable on each shift.

**Section 7.** It is agreed that the Company will make reasonable arrangements for transporting employees to and from their assignments.

**Section 8.** Bargaining unit employees whose clearance level is reduced, through no fault of the employee, will not be automatically disqualified from consideration for a bargaining unit job requiring a higher level clearance.

**Section 9.** The Union shall appoint one health and safety representative who will be given adequate time to address health and safety matters. The Union will be provided with the ETTP preliminary accident/injury report of any SPFPA bargaining unit employee at ETTP.

**Section 10.** When a rotating shift employee is scheduled for Company or Union travel, the employee will be assigned to the day shift for the week of travel.

**Section 11.** A list of all observed holidays for each individual rotating shift will be provided.

**Section 12.** All time spent in preparing for work and preparing to leave after work, shall be excluded from measured working time and shall not be paid for or considered as compensable time. Such time includes clothes change, wash-up, check in and out weapons, post assignment, and transportation by foot or vehicle (either as driver or passenger) to or from the first and last assigned post.

Transportation to and from posts will be furnished in accordance with current and past practice. All employees shall report to their first post assignment ready for work promptly at the designated shift start time. Employees shall remain on their last assigned posts until the end of their designated shift.

## **ARTICLE 12 HOURS OF WORK**

### **Section 1. Definitions:**

- a. The payroll week consists of seven (7) days, extending from 11 p.m. Sunday to 11 p.m. Sunday of the following week.
- b. The normal workweek for straight-day employees shall consist of forty (40) hours within a payroll week.

- c. The normal workday for straight-day employees consists of eight (8) hours of work.
- d. The normal hours for rotating shift workers are set forth in the Memorandum of Agreement, Twelve-Hour Shift.
- e. **The normal hours for 10-hour shift workers are set forth in the Memorandum of Agreement addressing the 10-hour shift arrangement.**
- f. **The normal hours for 12 hour EMWFM shift workers are set forth in the Memorandum of Agreement for EMWFM rotating shift positions.**
- g. The Company will comply with all applicable DOE Orders regarding appropriate maximum hours of work for employees.

**Section 2.** (a) The provisions of this contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week, or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required to meet changes in operating conditions. Any shift may be established, modified, or terminated due to operational needs by the Company after notifying the Union.

(b) No provisions of this contract shall restrict the Company in adjusting the working schedule in any unit or group to meet operating requirements.

- (c) 1. An employee will receive four (4) hours pay at straight-time if his/her working schedule is changed under either or both of the following conditions:
- a. When the change was made without notification prior to the payroll week in which the change occurs.
  - b. When the change was effective during only one payroll week, except as in (2) below.
2. When an employee is assigned to cover a job for another employee who is absent and such assignment is for a week or more, he/she will assume the working schedule of the employee replaced and no payment as described in (1) above will be involved provided notification of such change was made prior to the payroll week in which the change was made.
3. Such payments as indicated above shall be in addition to payment otherwise received for hours worked during such payroll week.

**Section 3.** When the Company determines there is a permanent need for an additional employee on either the day or rotating shifts, the senior qualifying employee on any shift will be given preference for such position. Such preference will not be extended beyond one additional move resulting from the filling of the original vacancy.

**Section 4.** (a) Overtime at the rate of one and one-half (1-1/2) times the straight-time hourly rate shall be paid for all hours worked in excess of eight (8) in any twenty-four (24) hour period or for all hours worked in excess of forty (40) within the applicable payroll week as defined in Section 1, whichever of these alternatives provides at the end of the payroll week the greater total pay.

(b) Overtime for both the Security Police Officer and Security Officer classifications will be divided as equally as practicable and records of overtime will be kept and made available to the Union for examination.

(c) An employee who is required to work in excess of sixteen (16) continuous hours, excluding the non-paid lunch period of a day worker, shall be paid two (2) times his/her straight-time hourly rate for all such continuous hours worked in excess of sixteen (16).

(d) Fragmented vacation days, funeral leave, holidays, and election official service taken by an employee will count as a day worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of forty (40) hours within the applicable payroll week.

**Section 5.** (a) An employee who has left the plant and is called in by the Company to perform work outside of his/her regular scheduled shift will receive not less than four (4) hours pay at straight-time, or pay at one and one-half (1-1/2) times his/her regular rate as

overtime pay for such work performed, whichever is greater.

- (b) When an employee is previously assigned to report prior to the beginning of his/her next scheduled shift and does report and work, he/she shall receive not less than four (4) hours pay at straight-time or one and one-half (1-1/2) times his/her straight-time rate for such work performed, whichever is greater.
- (c) When an employee is required to work overtime beyond the end of his/her scheduled shift, he/she shall receive not less than four (4) hours pay at straight-time or one and one-half (1-1/2) times his/her straight-time hourly rate for such work performed, whichever is greater.
- (d) It is understood that (c) above does not apply to an employee who may be required to remain on his/her assignment due to the absence or tardiness of another employee.
- (e) An employee who is required to remain on his/her assignment due to the tardiness of another employee as noted in (d) above, and who does not have transportation, will be provided, at the option of the Company, with either transportation or sleeping accommodations.

**Section 6.** (a) An employee who reports for work on his/her regular shift without previously having been notified not to report will be given at least four (4) hours work or if no work is available, four (4) hours pay, except that if work is unavailable as the result of

causes beyond the control of the Company, it shall not be so obligated.

- (b) Failure on the part of the employee to keep the Company informed of his/her current address and telephone number will relieve the Company of its responsibility under this section of the contract.

**Section 7.** An employee who works overtime shall not be required to take time off to offset such overtime.

**Section 8.** A fixed eight (8) hour shift employee who is required to work overtime and who works ten (10) or more continuous and successive hours will be paid a meal allowance of **five dollars and twenty-five cents (\$5.25)** which will be included in his/her regular pay check. An additional meal allowance will be allowed for each four (4) hours of consecutive work performed thereafter.

**The meal allowance referenced in the MOAs on 10-Hour Shift, 12-hour Shift, and 12-Hour Shift EMWMF Rotating will be five dollars and twenty-five cents (\$5.25).**

**Section 9. Funeral Pay.** For the purpose of this section, the term "immediate family" shall be defined as, and limited to, the following: spouse, children, stepchildren, brothers, half-brothers, sisters, half-sisters, parents, stepparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandchildren of the employee, and grandparents of the employee's spouse. In addition, persons who acted in *loco parentis* as parents to the employee (for example, an

aunt who raised the employee in the place of his/her mother) will be considered as immediate family.

When a death occurs in an employee's immediate family, the Company will grant funeral leave to the employee for the purpose of attending the funeral if the employee requests such leave from his/her supervisor. The employee shall receive no more than three (3) regularly scheduled work shifts to be taken at the discretion of the employee, not to exceed one day after the funeral, if the funeral is less than 350 miles of his/her home. The employee will be paid as if he/she worked his/her normal scheduled shift.

The period of funeral leave granted above will be the amount of time excused from the regularly scheduled work shift not to exceed 36 hours.

Employees who have to travel 350 miles or more from their home of residence to attend a funeral of his/her immediate family will be paid the number of hours that will allow them five (5) consecutive days off, including SDOs and holidays to be taken at the employee's discretion. The employee will be paid as if he/she had worked his/her normal scheduled shift. In the event unusual circumstances preclude the days to be taken consecutively, Management will work with the employee to accommodate the situation. If a death occurs in an employee's immediate family while he/she is on vacation, he/she should promptly notify a Company supervisor. The employee will be permitted to cancel only those whole days of vacation remaining after notification to a Company supervisor, providing he/she qualifies for funeral pay for those days under this Section. If an

employee is notified of a death in his/her immediate family during his/her shift, the employee may have the option of choosing to take the balance of the shift off as excused personal leave without pay, or have the absence count as the first day of the funeral leave.

**Section 10. Jury Duty.** An employee who is called for jury duty may be excused from work upon presentation of court notice to his/her immediate supervisor. If the employee's jury duty exceeds three hours, he/she may be excused for the remainder of the shift for that day. A day shift employee whose jury duty does not exceed three hours on any day is expected to report to work for the remainder of his/her shift for that day. An employee working other than day shift whose jury duty service does not exceed three hours on any day is expected to report for work at the start of his/her next scheduled shift.

An employee scheduled to work between the hours of 12 midnight and 9 a.m. immediately preceding his/her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his/her jury duty responsibility on any day exceeds three hours, the employee is excused from any portion of his/her next scheduled shift occurring within 24 hours following the start of such jury duty service.

When the employee who has been excused returns to work, he/she will be paid his/her normal straight-time earnings (including shift premium) provided he/she submits evidence of the time actually spent in court. Scheduled work time spent on jury duty will be counted as time worked for calculating overtime.

The Company may elect to accommodate the evening or midnight shift employee who is called for jury duty by temporarily assigning him/her to a day shift for the period of his/her jury duty service. Article 12, Section 2 (c) of this Contract shall not be applicable when an employee's schedule is changed in order to comply with this section.

### **Section 11. Holidays.**

- (a) The following are recognized holidays: New Year's Day; Martin Luther King, Jr.'s Birthday; the third Monday in January; Good Friday; the last Monday in May in lieu of Memorial Day; Independence Day; Companion to Independence Day; Labor Day; Thanksgiving Day; the Friday following Thanksgiving Day; the day before Christmas Day; and Christmas Day.

**Companion to Independence Day is observed Thursday, July 3, 2008; Thursday, July 2, 2009; Tuesday, July 6, 2010; Tuesday, July 5, 2011; and Thursday, July 5, 2012.**

**It is understood that Company holidays will coincide with that of the Operating Contractor.**

1. If any of the above holidays falls on Saturday, the preceding Friday shall be observed as the plant holiday.
2. If any of the above holidays fall on Sunday, Monday shall be observed as the plant holiday.

3. If an employee's scheduled day off is on the plant holiday, but he/she is normally scheduled to work on the calendar holiday, then the calendar holiday shall be his/her observed holiday.
  4. If an employee's scheduled day off is on the calendar holiday, but he/she is normally scheduled to work on the plant observed holiday, then the plant observed holiday shall be his/her observed holiday.
  5. If an employee's scheduled days off are on both the plant observed holiday(s) and the calendar holiday(s), then his/her first (or first and second) succeeding scheduled workday(s) shall be his/her observed holiday(s).
- (b) A rate of two and one-half (2-1/2) times the straight-time hourly rate shall be paid for all hours worked on the eleven (11) recognized holidays.
- (c) Employees will be paid for recognized holidays not worked an amount equivalent to eight (8) times the employee's straight-time hourly rate. Payments provided in this subsection shall be subject to the following conditions:
1. Such pay shall be made to the employee only if the recognized holiday would normally have been worked by the employee if it had not been a holiday.
  2. An employee who is instructed to work on a holiday but who fails to report and does not have

an acceptable excuse will receive no pay for the holiday.

3. In order to be eligible for pay for an unworked holiday, an employee must work all required hours on his/her last regularly scheduled workday immediately preceding the holiday and on his/her next scheduled workday following the holiday unless excused by the Company from fulfilling this requirement.
- (d) For the purpose of administering this Holiday Pay Plan, the straight-time hourly rate shall include any applicable shift differential.
  - (e) If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive eight (8) hours pay at straight-time. The payment provided in this subsection (e) shall be in addition to the employee's vacation pay.

**Section 12.** Double time will be paid for all hours worked on the seventh (7th) consecutive day worked in any payroll week.

**Section 13.** Time and one-half shall not be duplicated for the same hours worked under any of the terms of this contract, and to the extent that hours are compensated for under any overtime provisions they shall not be counted as hours worked in determining overtime compensation under the same or any other provision.

**Section 14.** Employees may trade shifts or days off with the prior approval of their respective Supervisors provided that no overtime premium is involved.

**Section 15.** (a) For the purpose of determining whether an employee is to be paid one and one-half (1-1/2) times the straight-time hourly rate for work performed on the sixth (6th) day of work, or twice the straight-time hourly rate for work performed on the seventh (7th) day worked in a payroll week, each of the holidays named in Section 11 will count as a day worked provided the holiday would ordinarily have been worked, and those days for which an employee is paid by the Company for jury duty in accordance with Section 10.

(b) An employee may be excused from work up to a maximum of three (3) hours at straight-time pay in order to vote in a national, state, county, or municipal election provided his/her absence does not conflict with the efficient operation of the plant and he/she presents evidence to the Company showing that he/she is eligible to vote and that he/she cannot otherwise vote because of polling hours.

### **ARTICLE 13 WAGES**

**Section 1.** The wage schedules are set forth below:

Effective October 29, 2007

	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>
<b>SO</b>	\$16.01	\$16.84	\$17.61	\$18.40	\$19.23
<b>SPO I</b>	\$18.54	\$19.54	\$20.47	\$21.43	\$22.42
<b>SPO III</b>	\$19.54	\$20.54	\$21.47	\$22.43	\$23.42

Effective October 27, 2008

	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>
<b>SO</b>	\$16.65	\$17.51	\$18.31	\$19.14	\$20.00
<b>SPO I</b>	\$19.28	\$20.32	\$21.29	\$22.29	\$23.32
<b>SPO III</b>	\$20.32	\$21.36	\$22.33	\$23.33	\$24.36

Effective October 26, 2009

	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>
<b>SO</b>	\$17.32	\$18.21	\$19.04	\$19.91	\$20.80
<b>SPO I</b>	\$20.05	\$21.13	\$22.14	\$23.18	\$24.25
<b>SPO III</b>	\$21.13	\$22.21	\$23.22	\$24.26	\$25.33

Effective November 1, 2010

	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>
<b>SO</b>	\$17.93	\$18.85	\$19.71	\$20.61	\$21.53
<b>SPO I</b>	\$20.75	\$21.87	\$22.91	\$23.99	\$25.10
<b>SPO III</b>	\$21.87	\$22.99	\$24.03	\$25.11	\$26.22

Effective October 31, 2011

	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>
<b>SO</b>	\$18.56	\$19.51	\$20.40	\$21.33	\$22.28
<b>SPO I</b>	\$21.48	\$22.64	\$23.71	\$24.83	\$25.98
<b>SPO III</b>	\$22.64	\$23.79	\$24.87	\$25.99	\$27.14

Should the Company determine that some or all employees are no longer required to be armed, the Security Officer wage schedule set forth above will automatically become effective for those disarmed by the Company, effective on the date of their disarming, and will continue in effect for those employees for as long as they remain disarmed. Such employees reclassified to Security Officer, are not subject to physical fitness workouts, and are therefore ineligible for any physical fitness payments, including the annual clothing allowance.

The Security Officer wage schedule also automatically becomes applicable to an employee who fails to remain qualified as a Security Police Officer and is reclassified to Security Officer.

**Section 2.** Employees are given consideration for scheduled rate increases to their respective job rates upon completion of each of the periods of continuous service outlined in the Wage Schedule set forth in Section 1 above.

**Section 3.** Such rate increases are granted on a periodic merit progression basis and are granted only if the workmanship and ability of the employee have been satisfactory.

**Section 4.** If a scheduled merit progression increase is not granted the immediate supervisor of the employee thus affected will notify the employee in writing of the reason for such rejection and if the employee feels such action is unjust, he/she may file a grievance. The supervisor may originate such increase in any time thereafter when the workmanship and ability of the employee warrant. Future consideration for advancement within the merit progression scale will be given at each period of three (3) months thereafter until he/she reaches the job rate.

**Section 5.** Approved rate changes will become effective on the Monday following the eligibility date.

**Section 6.** (a) An employee shall receive a shift premium of **sixty cents (\$.60) per hour** for work performed on the evening shift (3 p.m. to 11 p.m.) and a shift

premium of one dollar **(\$1.00) per hour** for work performed on the midnight shift (11 p.m. to 7 a.m.).

- (b) An employee who works Saturday and/or Sunday will receive an additional **fifty-five cents (\$.55) per hour** for such hours worked on Saturday and **ninety-five cents (\$.95) per hour** for such hours worked on Sunday. In no case shall such payment be applied to hours not worked.

**Section 7.** Time necessary for preparation, clothes change, and travel time to and from the employees' scheduled work assignments shall be excluded from measured working time. This is in consideration of a five cents (\$.05) per hour increase in the wage rates granted effective April 30, 1966.

**Section 8.** The Company, in accordance with WSI-OR Policy, will provide financial assistance to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges.

**Section 9.** All employment within the bargaining unit as defined in Article 1 of this Agreement shall be covered by a Cost of Living Allowance as defined and set forth in this Section.

- (a) The amount of the Cost of Living Allowance shall be determined and re-determined as provided below in accordance with changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of

Labor, and referred to herein as "Index." The Cost of Living Allowance shall be based on a one cent (\$.01) per hour adjustment for each full 0.1 point change in the Index as provided herein.

- (b) 1. After **October 30, 2007**, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for **September of 2007** (published in **October of 2007**). Adjustments shall be made **February 4, 2008; May 5, 2008; August 4, 2008; and November 3, 2008**, if appropriate.
2. After **October 30, 2008**, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for **September 2008** (published in **October 2008**). Adjustments shall be made **February 2, 2009; May 4, 2009; August 3, 2009; and November 2, 2009**, if appropriate.
3. After **October 30, 2009**, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for **September of 2009** (published in **October of**

**2009**). Adjustments shall be made **February 1, 2010; May 3, 2010; August 2, 2010; and November 1, 2010**, if appropriate.

4. After **October 30, 2010**, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for **September of 2010** (published in **October of 2010**). Adjustments shall be made **February 7, 2011; May 2, 2011; August 1, 2011; and November 7, 2011**, if appropriate.
  5. After **October 30, 2011**, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base Index described below. The base to calculate the initial adjustment, which may be due under this section, shall be the Index for **September of 2011** (published in **October of 2011**). Adjustments shall be made **February 6, 2012; May 7, 2012; August 6, 2012; and November 5, 2012**, if appropriate.
- (c) In computing overtime pay, vacation pay, holiday pay, call-in pay, disability pay, jury duty pay, funeral leave pay, and military makeup pay as provided in this Agreement, the amount of any Cost of Living Allowance then in effect shall be included.
- (d) In the event that the Bureau of Labor Statistics does not issue the Index on or before the beginning of the

pay period referred to in the paragraph (b) above, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.

- (e) No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the Cost of Living has been determined.
- (f) The continuance of the Cost of Living Allowance as herein provided is dependent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the currently published Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) unless otherwise agreed upon by the Company and the Union.
- (g) COLA being paid shall be considered as wages for the purpose of pension, group insurance, and savings plan.

**Section 10.** A Security Police Officer selected for a DOE audit (run/dash and/or weapons qualifications) who successfully qualifies on his/her first scheduled attempt will receive a taxable **\$350.00** lump sum bonus. The bonus will be paid by a separate check within two weeks after qualification. No bonus will be paid to a SPO who fails to qualify on his/her first scheduled attempt.

## **ARTICLE 14 LAYOFF ALLOWANCE**

**Section 1.** Layoff allowance for employees terminated by the Company on account of reduction in force or medical termination (medical terminations do not include employees terminated due to pregnancy) shall be in accordance with the following schedule:

<b><u>Company Service Credit</u></b>	<b><u>Allowance Pay</u></b>
Under 12 weeks	No Allowance
12 weeks to 1 year	Same proportion of 1 week's pay as completed months of service are of 12 months.
1 year to 3 years	1 week (or 40 hours)
3 years to 5 years	2 weeks (or 80 hours)
5 years to 7 years	3 weeks (or 120 hours)
7 years to 10 years	4 weeks (or 160 hours)
10 years	5 weeks (or 200 hours)
11 years or more	Same as for 10 years plus 1 week (or 40 hours) for each added year of service.

**Section 2.** An employee who is rehired and subsequently laid off will receive layoff allowance based on his/her most recent rehire date.

## **ARTICLE 15 TERM OF CONTRACT**

**Section 1.** It is hereby agreed that this contract contains the complete agreement between the parties or their successors, and no additions, waivers, deletions, changes or amendments shall be made during the life of this contract except by mutual consent, in writing, of the parties hereto.

**Section 2.** This contract shall become effective at 4 p.m. **October 30, 2007** and shall continue in effect until 4 p.m. on **October 30, 2012**. This contract shall automatically be renewed after **October 30, 2012**, from year to year unless either party notifies the other in writing 60 days prior to the expiration date that it desires to terminate or modify the provisions of this contract. If no agreement is reached during the 60 day period, negotiations shall then cease until extended by mutual consent.

**Section 3.** This agreement is subject to ratification by the local Union membership.

### **MEMORANDUM OF AGREEMENTS**

In accordance with Article 15, Section 1, of the contract agreed to between the parties on **October 30, 2007**, the following Memorandum of Agreements is added to said contract.

## COMPANY SERVICE CREDIT RULES

Company Service Credit is based upon employment by WSI-OR. Company Service Credit will be determined by the following rules:

1. In case an employee receives wages from some subsidiary of WSI-OR without interruption, his/her Company Service Credit begins as of the date such wages became effective.
2. In case an employee is laid off by the Company on account of reduction in force and through no fault of his/her own:
  - a. If such layoff continues not more than five (5) consecutive years – Company Service Credit will be given for service prior to such layoff.
  - b. If such layoff continues more than five (5) years – no Company Service Credit will be given for service prior to such layoff.
3. In case of absence with leave for a reason of other than disability, which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by local management. If such absence is caused by an occupational disability arising out of or in the course of his/her employment, on return to

work, Company Service shall be granted for the entire period of absence. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he/she will be considered as voluntarily terminating his/her employment and his/her Company Service Credit shall end as of the date on which such absence commenced.

4. In case of rehire subject to voluntary termination of employment, credit will be given for service only since last date of rehire by the Company unless such employee was rehired within three (3) months after his/her voluntary termination, and the local management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
5. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.
6. An employee on the active payroll January 1, 1973, or rehired thereafter, who had been credited with Company Service Credit for one or more periods of prior employment, but who had lost such credit because of (a) a layoff lasting for more than four (4) years, or (b) termination for any other cause, will have such prior Company Service restored upon completing a total of two (2) years of currently

accredited Company Service Credit following reemployment.

7. **An employee who transfers to another WSI-OR site will maintain their current Company service credit and be considered an incumbent for purposes other than seniority. Eligibility for benefits will be governed by the current Company policy and/or the terms and conditions of the applicable collective bargaining agreement.**

This Memorandum of Agreement is subject to the approval of the Department of Energy and shall be effective only as so approved.

### **PENSION, GROUP INSURANCE AND DENTAL AGREEMENT**

This Agreement relating to a pension plan as amended February 1, 2002, an insurance plan and a dental expense assistance plan, entered into on January 28, 2002, by and between Wackenhut Services, Inc.–Oak Ridge hereinafter referred to as the “Company,” and the International Union, Security, Police and Fire Professionals of America and it’s Amalgamated Plant Guard Local No. 109, hereinafter referred to as the “Union.” The Company and the Union hereby agree upon the maintenance of the Pension Plan as amended, the Group Insurance Plan as amended and the Dental Expense Assistance Plan amended for the bargaining unit employees represented by the Union at ETTP, subject to the following terms and conditions:

## PART A – PENSION PLAN

1. Benefits available under the amended Pension Plan to eligible employees who retire on or after February 1, 2002, are set forth in the “Oak Ridge Wackenhut Team Employee Benefits Handbook,” Section K, dated **January 2008** which is attached hereto and made a part hereof.
2. It is understood that if any dispute arises from the denial of a bargaining unit employee’s claim for benefits under the Pension Plan, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.
3. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.
4. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:
  - a. Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended and enacted); and

- b. Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax law (as such Sections are now in effect or are hereafter amended or enacted). In the event that any revision in the Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum adhering as closely as possible to the intent expressed in the Pension Plan and in this agreement.
5. The Pension Plan referred to in this Agreement shall be noncontributory.
6. Any modifications or changes in the Pension Plan are subject to the approval of the Pension Plan Committee.

#### **PART B – GROUP INSURANCE PLAN**

1. Benefits under the Group Insurance Plan entered into on January 28, 2002, for eligible employees who participate in the plan are set forth in the booklet entitled “Oak Ridge Wackenhut Team Employee Benefit Handbook,” Section J, dated **January 2008**, attached hereto and made a part thereof.
2. Participation in the Group Insurance Plan shall be on a voluntary basis.

3. The costs to employees for Basic Life Insurance are set forth in the Oak Ridge Wackenhut Team Employee Benefits Handbook, and these costs will not be increased during the term of this Agreement. The costs to employees for Supplemental Life Insurance are set forth in the Oak Ridge Wackenhut Team Employee Benefits Handbook, and these costs will be adjusted as and if necessary in order to maintain total employee payment of Supplemental Life Insurance during the term of this Agreement. Each participating active employee shall pay his/her costs of the Group Insurance Plan by payroll deduction pursuant to his/her written authorization, therefore on a form supplied by the Company. An early retiree who qualified for and elects the option to continue the full amount of (a) his/her Basic Life Insurance or (b) his/her Basic and Supplemental Life Insurance up to age 65 as set forth in the Oak Ridge Wackenhut Team Employee Benefits Handbook, shall make his/her payments in advance monthly (or quarterly if he/she desires) to the office or postal address designated by the Company.

#### **PART C – DENTAL EXPENSE ASSISTANCE PLAN**

1. Benefits under the Dental Insurance Plan for eligible employees and dependents who participate in the Plan are set forth in the booklet entitled, "Oak Ridge Wackenhut Team Employee Benefits Handbook," Section F, dated **January 2008** attached hereto and made a part thereof.

2. "Costs of the Dental Insurance Plan will be shared by the Company and participating employees."

#### **PART D – GENERAL PROVISIONS**

1. During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Expense Assistance, and Group Insurance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the principal Collective Bargaining Contract then in effect between the parties. However, it is understood that with respect to the Pension Plan, "credit service" as defined in that Plan shall govern.
2. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike, either sit-down, stay-in, any other kind of strike or any other kind of interference to any other stoppage, total or partial, during the terms and condition of this Agreement. The Company shall have no obligation to negotiate or bargain with the Union with respect to pension, group insurance and dental benefits during the term of this Agreement except as this Agreement specifically provides otherwise.
3. In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or in part, to those covered by Parts B or C of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any

employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Part B or C of this Agreement then the parties hereto agree that they amend this agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for it's employees will not be greater in amount than such costs as provided by law or by Part B or C of this Agreement, whichever costs are greater.

4. The Company shall retain the right to arrange through an insurance company(s) or other carrier for coverage providing the benefits under the Group Insurance and Dental Expense Assistance Plans.
5. The administration of the Group Insurance and Dental Expense Assistance Plans hereunder and the payment of benefits under the Plans shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he/she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance or Dental Expense Assistance Plans and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as for example, but not limited to, disagreement over his/her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question), such employee and the Union may

process such dispute through the Grievance Procedure set forth in the principal Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his/her claim to the Insurance Company on the basis of the facts as determined by said award. It is agreed, however, that any and all medical questions in dispute shall be determined by the Insurance Company. To request review of any such dispute, the bargaining unit employee shall make written application therefore to the Insurance Company not more than 60 days after his/her receipt of the Insurance Company's position giving rise to the dispute. Within 60 days after the Insurance Company's receipt of the application for review, it shall inform the employee in writing of its decision in final disposition of the dispute. Under special circumstances, the Insurance Company may extend the time for processing the review, but its decision in final disposition of the dispute shall be rendered not later than 120 days after its receipt of the application for review.

6. Regardless of the time limit, if any, prescribed in the applicable principal Contract for the filing of a grievance concerning the alleged violation of such Contract, a claimant's appeal under Part A – Section 2 or Part D – Section 5 (first paragraph) will be processed in accordance with the Grievance and Arbitration procedure, provided that such grievance is filed not more than 60 days after the claimant's

receipt of the Company's position giving rise to the non-medical factual dispute.

7. This Pension, Group Insurance and Dental Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance, and Dental Plans, including any amendments to them. Further, this Agreement shall remain in effect until 4 p.m., **October 30, 2012**. This agreement is subject to the approval of the Department of Energy and shall be effective only as so approved. It is also subject to ratification by the local Union Membership.

### **HEALTH CARE PLAN**

The parties agree that the existing Point-of-Service (POS) Medical Plan as set forth in the "Oak Ridge Wackenhut Team Employee Benefits Handbook," Section C, D, and E, dated **January 2008** shall be continued during the term of this Agreement.

The parties also agree that the existing Vision Care Plan as set forth in the Oak Ridge Wackenhut Team Employee Benefits Handbook dated **January 2008** will be continued during the term of this Agreement.

The Company will arrange with an insurance company(s) to make available to participating employees in the bargaining unit certain benefits under these Plans as set forth in the above-referenced employee handbook.

**It is agreed that the gross cost of the said Medical, Vision Care, and Dental Plans shall be shared by the Company and participating employees. Each**

**employee who enrolls in these Plans shall pay the applicable rate, such rate representing 15% of the total gross cost. The Company shall pay the remaining 85% of the cost.**

Employee participation in these Plans shall be on a voluntary basis. Employees who enroll in the Plan shall authorize the Company in writing to deduct from their pay the applicable rate.

### **PHYSICAL FITNESS**

1. All Security Police Officers (SPOs) must participate in a physical fitness training program on a continuing basis. This training is for the purpose of ensuring that SPOs maintain the requisite physical fitness for effective job performance and to enable the individual SPO to pass the applicable annual physical fitness re-qualification test required by the DOE (currently outlined in **DOE 470.4-3** Protective Force Program Manual). Participation in the training program will be continuous, except for temporary suspensions necessary for medical reasons as determined by WSI-OR's Contracted Medical Support.

In the event that the DOE Medical and Physical Fitness Qualification Standards set forth in 10 CFR 1046 are repealed, modified, amended, or suspended by judicial or administrative action (DOE), negotiations will begin immediately for the purpose of making such changes in this Administrative Understanding as may be necessary and appropriate.

2. Participating SPOs will be paid the equivalent of one and one-half times their hourly straight-time rate of pay for each of the three 40-minute training sessions actually performed during the payroll week. Payments are based on the SPO's written certification (on a form provided by the Company) that he/she completed each required training session during the payroll week. It is understood that these training sessions, performed strictly at the SPO's convenience, are not counted as time worked for purposes of computing overtime or any premium pay.
3. Each participating SPO will be scheduled by the Company once each year at a point that is approximately six months prior to his/her annual qualification date to undergo a physical fitness evaluation by Company representatives. Any SPO who does not satisfactorily pass this physical fitness evaluation will be (1) referred to WSI-OR's Contracted Medical Support, or (2) provided an individualized program of physical fitness to follow for the six months remaining before his/her annual re-qualification date. SPOs who fail to re-qualify on or before his/her anniversary date will be subject to the provisions of Administrative Understanding, "Failure to Qualify as a Security Police Officer".

Eligible SPOs participating in this program will receive an annual, taxable **\$300** clothing allowance. This allowance is to be used to purchase and launder/maintain appropriate running shoes and exercise clothing which meet requirements established by the Company. The first clothing allowance will be paid within two weeks after

**February 1, 2008.** Subsequent allowances will be paid within two weeks after **February 1, 2009**; within two weeks after **February 1, 2010**; within two weeks after **February 1, 2011**; and within two weeks after **February 1, 2012**. Employees temporarily restricted from participating on the above dates will receive the allowance once they are again participating; however, under no circumstances will any employee receive more than one clothing allowance during a calendar year.

4. It is understood that this training program may be modified, temporarily suspended or terminated by the Company upon prior written notice to the Union. The adoption of modifications, suspension or termination of this program will be discussed with the Union prior to effectuating changes.

As agreed, the Company will not exceed the current DOE weapons and physical fitness qualifications. However, it is understood that in the event the DOE guidelines change the Company will comply with any and all required changes.

#### **FAILURE TO QUALIFY AS AN SPO**

Employees who fail to qualify as Security Police Officers (SPOs) because of failure to meet necessary standards required by DOE (physical fitness, medical, firearm) will be reclassified as Security Officers (SOs), subject to the limited availability of SO jobs. Reclassified employees may exercise seniority for available SO jobs. Employees who are reclassified and who have twenty-five (25) or more years of company service will retain their existing

hourly rate (red circle) until the top SO rate equals or surpasses their existing rate. Employees who are reclassified to SO and who have less than twenty-five (25) years company service will move to the appropriate wage step in the SO wage schedule. The Company will maintain up to **eight (8)** unarmed Security Officer positions, if needed, during this contract period.

In the event a reclassification becomes necessary and there are no available SO jobs, or if a SO is displaced by a more senior SPO who fails to meet the standards, the Union will be notified and the following procedure will be followed:

1. The employee will be carried on the payroll for a maximum of 90 days and will be assigned to SO duties commensurate with his or her capabilities.
2. The employee will be referred to the WSI-OR Human Resources Department for possible placement in a job for which he or she is qualified. If the Human Resources Department cannot place the employee in a WSI-OR job within the 90-day period, the employee will be terminated at the end of the 90-day period. If termination is caused by a medical disability, the employee will receive a medical termination with appropriate termination pay.
3. If terminated, the employee will be carried on a preferred hiring list for any WSI-OR job for which the employee is qualified and for which the employee can be considered. The employee will be carried on the list for a period of two (2) years from date of

termination. This list will be furnished to the Union upon request.

4. If an individual employee feels that the decision to disqualify him or her as a Security Police Officer is incorrect, and such decision is based on medical reasons, the employee may have himself or herself examined by a private physician of his or her choice and may submit the physician's findings to the Contracted Medical Support for evaluation. If the two physicians disagree as to whether the employee's medical condition conforms to the required standard(s), the question shall be submitted to a third physician selected by the two physicians. The medical opinion of the third physician, after examination by him or her of the employee and consultation with the other two physicians, shall be binding. It is understood that the standards imposed by DOE are not subject to question and will be strictly adhered to.
  
5. **The only exception to this agreement will be in the case of an SPO who has the seniority to bump a less senior SO. In these situations the more senior SPO will be allowed a grace period of 14 calendar days in order to meet the physical fitness or weapons standard before being required to bump the less senior SO. In no case will a grace period be granted when a SPO has been medically disqualified. If an SPO fails to meet the required standard within the grace period and the SO is bumped from his or her position the SO will receive a 90-day letter. If the more senior employee (or any other SO) re-**

**qualifies and returns to his or her SPO classification, the SO position held by that employee will be eliminated.**

6. The administration of the above understanding is subject to the grievance procedure and arbitration. The DOE standards referred to in the understanding, however, are not subject to the grievance procedure or arbitration.

### **RECLASSIFICATION TO SECURITY OFFICER**

A Security Police Officer (SPO) who fails to meet the necessary standards required by DOE (physical fitness, medical, firearm) on or before his/her yearly anniversary date will be disarmed and reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

In the event reclassification of an SPO becomes necessary and there are no SO jobs, or a less senior SO is displaced by a more senior SO who fails the standards, the procedure as outlined in Items 1-5 above "Failure to Qualify as an SPO" will be followed.

To clarify/summarize the conditions under which an SPO may be reclassified to SO or issued a 90-day letter, the following procedure will be followed:

1. SPOs who fail to qualify by their anniversary date will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available

SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

2. SPOs selected to run for audit purposes and who subsequently fails the run will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
3. SPOs who fail to qualify by their anniversary date because of a missed appointment(s) for a review and run, except for extenuating circumstances as determined by management, will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
4. SPOs unable to meet firearms and fitness qualification standards within the required time period because of temporary medical or physical disability as certified by a contracted medical support physician, will be disarmed. However, such employees will not suffer loss of compensation (will not be reduced to the SO pay grade) until being released by the physician. Immediately upon being released by the physician the SPO will receive a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

An extension granted for a temporary medical or physical disability by the Contracted Medical Support Physician may not exceed 6 months.

5. SOs displaced by a more senior SO who fails to qualify will receive a 90-day letter.
6. Employees who are issued a 90-day letter for failure to meet the physical standards will be referred to the physical fitness staff where the employee will be evaluated and given the opportunity to participate in an exercise program designed to help the employee re-qualify within the 90-day period. It will be the employee's decision as whether or not they choose to participate in the program.
7. Employees on a 90-day letter may attempt to re-qualify and satisfy the physical fitness standards anytime during the 90-day period provided the employee has been medically cleared by the designated medical support physician.
8. During the semiannual firearms qualification an SPO will be provided two qualifying attempts. SPOs who fail to qualify will be disarmed and placed in a remedial firearms training program. The employee will also be issued a 90-day letter or be reclassified as an SO, subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
9. SPOs who exceed their anniversary date while on short term disability will not be reclassified to SO nor

receive a 90-day letter until such time the employee is medically released to return to work.

10. Employees on a 90-day letter who become disabled and are placed on short-term disability, will have their 90-day letter suspended until such time the employee is medically released to return to work. Once released by the designated medical support physician to return to work the 90-day letter will commence at the point at which it was suspended. For example, an employee who has completed 60 days of a 90-day letter and is subsequently placed on short-term disability will, upon being released by the physician, have a total of 30 days left to re-qualify.
11. Except as outlined in paragraph 4, employees who fail to qualify by their anniversary date; are issued a 90-day letter; or become reclassified as an SO because of failure to meet the required medical, physical or firearms standards will be reduced in pay to the appropriate SO level.

#### **INJURY WHILE UNDERGOING TRAINING TO MEET DOE STANDARDS**

An injury or disability which is determined to have occurred as a result of participating in the DOE required physical fitness program will be treated as an occupational disability in accordance with the terms of Article 9, Section 6 (Occupational Disability Pay), of the current Company-Union Contract.

## **SPECIAL RESPONSE TEAMS**

In the event a Special Response Team (SRT) is established at the Oak Ridge, ETTP Site the following policies and procedures will be observed:

A Special Response Team (SRT) is a designated team of Security Police Officers who successfully complete special training and who continue to meet job requirements, including physical fitness, medical, and firearms standards required of SRT members.

Requests of Security Police Officers concerning their desire to participate in SRT training will be made in accordance with seniority. In the event the number of employees who are accepted for training exceeds the number of employees needed for training, the selection for available training slots will be based on seniority. Individuals who are not accepted for training will be advised of the reasons if they so request. Security Police Officers who qualify for assignment to a SRT may exercise seniority for available SRT vacancies. Such vacancies will be posted for bidding among qualified Security Police Officers, and such Police Officer(s) to be selected by seniority.

## **GUARD MOUNT**

The parties agree to a thirty-minute daily Guard Mount prior to the beginning of each shift. Employees will report to Guard Mount properly clothed and with all equipment issued. Time spent in daily Guard Mount will be treated as standard overtime for all shifts. It is understood that a

Guard Mount will not be provided to new employees who are attending basic training. If basic trainees are required to attend Guard Mount due to operational requirements, they will be paid for Guard Mounts attended. It is hereby agreed that the Arbitrator's Award in LRG 96-G is null and void. It is also agreed that Article 12, Section 5 (b) does not apply to the Guard Mount.

### **MILITARY AND ELECTION OFFICIAL PAY**

**Employees who are absent from work due to military training duty will be paid by the Company up to 80 hours per calendar year.** Service as an election official will receive normal straight-time earnings.

### **ESCORTING**

#### **Existing Agreements:**

1. Steelworker employees may provide escort to uncleared Steelworker employees if they are doing the same job. The Security Department will establish the required ration of escorts to uncleared personnel on a case-by-case basis.
2. Steelworkers employees may provide escort to uncleared factory representatives when the representatives are showing/teaching the Steelworker person something about the equipment they will need to know to perform their assigned duties.
3. SPFPA does all field escorting associated with the Met towers. If, during the visit, it becomes necessary for the Met tower employee to enter a building to

perform additional work, SPFPA will continue to act as the escort.

4. SPFPA will not normally have the escort responsibilities for escorting Met tower-associated work that is scheduled to be conducted inside building (K-1650, etc.).
5. If work is scheduled inside a building and during the work the Met tower employee must go to Met tower, the originally assigned escort will retain all responsibilities.
6. (Portable Buildings) Clean up of portable johns, etc.; deliveries and pick up for ETTP (SPFPA).
7. Set-up and take-down of mobile trailer offices, etc. (SPFPA).
8. SPFPA filter test and liquid nitrogen.
9. SPFPA escort of MBA materials to portals.

### **OVERTIME GUIDELINES**

1. Definition: Forcing—Requiring an individual to remain over onto the shift following their normal shift.
2. Definition: Mandatory—Requiring an individual to report to duty from off-site.
3. Personnel will not be mandatoried/forced two consecutive days except in case of an emergency.

4. If an SPO/SO has worked 16 continuous hours just prior to the forced overtime shift, he/she will not be forced.
5. No employee will be forced to work over 62 hours in a payroll week. However, an employee may volunteer to work up to **80 hours** within a payroll week. Under normal circumstances, no employee will be allowed to work in excess of **80 hours** in a payroll week, including Guard Mount. The calculation of the above hours exclude physical fitness workouts.
6. Under normal circumstances, an employee will not be offered in excess of **12 hours** once he or she reaches 68 hours in a payroll week.
7. Include that when being forced the individual with the lowest number of hours has his/her choice of all available jobs.
8. Attempts will continue to be made to schedule overtime up to 4 hours prior to the start of the overtime shift.
9. The SPO/SO can still opt to have the officer schedule someone from the oncoming shift to come in when he/she is forced; officer will attempt to schedule someone to come in for 4 hours into the shift.
10. When the need arises for an SPO/SO to be forced to work over, the SPO/SO working the shift that coincides closest to the shift where the forced overtime will occur will be forced first, then to the next closest shift.

11. When forced overtime is needed, the first eligible SPO/SO will be the SPO/SO in the plant with the lowest number of hours on the overtime list. In case of a tie, the SPO/SO with the least seniority will be forced first.
12. If an SPO/SO has accepted overtime on another shift, that overtime will not be canceled and that SPO/SO will not be forced unless no other SPO/SOs are available to work.
13. If an SPO/SO that has accepted overtime on the shift following the shift that someone will be forced over to work and that SPO/SO is willing to switch and work the earlier shift to keep someone from being forced, he/she will be allowed to do so. This will allow more time to reschedule the later shift in an effort to prevent forcing.
14. SPO/SOs that have not fulfilled their probationary period will not be eligible for overtime unless it will keep another employee from being forced (this probationary employee must be qualified to perform the required assignment). The employee will be asked if they feel they can handle the assignment.
15. New employees will be added to the overtime list after they have completed their probationary time (120 days). Their time will be recorded as 1 hour higher than that of the highest employee on the overtime record. It will be noted on the overtime record card whether the new employee is armed/unarmed to reflect which jobs can be worked.

16. The scheduling officer should make himself/herself knowledgeable of the personnel that are on duty prior to the initiation of the scheduling process.
17. Overtime will be scheduled through evening shift of the following day when practical. **Weekend overtime will be scheduled on Thursdays for overtime through the following Monday.**
18. Include that an individual will be contacted separately for each job available; will be contacted at appropriate time according to the number of their hours in the overtime book for each job.
19. Include that the scheduling officer must talk to the individual at the time the job comes up; individual cannot ask to be put down for something.
20. Employees that are up for overtime and are on the ETTP or CTF Site will be asked to work and not skipped simply because they are difficult to get in touch with.
21. The 6:00 a.m. to 2:00 p.m. shift will be asked to work midnights as long as they have coverage for them from 6:00 a.m. to 7:00 a.m.
22. All overtime jobs available will be offered at the time of calling unless an immediate job must be filled (within 4 hours until the start of that shift). Actual shift hours will be utilized not to include guard mount.

23. When the scheduling officer offers all available overtime shifts, the SPO/SO will accept or turn down his preference and the appropriate hours will be posted to his/her overtime record card. The card will then be placed back in the proper numerical order in the overtime book.
24. Personnel will not be charged with more than 1 shift of overtime in any 24-hour period on a scheduled work day or more than 2 shifts on an SDO day.
25. If supervision is notified at least 4 hours in advance of an SPO/SOs absence, then scheduling will call the person with the lowest amount of hours and may continue calling SPO/SOs until he/she comes across one that would not have enough of an advanced notice to get here on time. At that time, only SPO/SOs on the job would be asked to work.
26. Personnel on or off duty will not be charged (if refused) if asked to work without a 4-hour notice.
27. If working an overtime job, the individual will be offered to stay on that job if it is extended, if eligible.
28. When there is a gap between shifts, the SPO/SO will remain on the clock if work is available.
29. Overtime will be recorded to the nearest tenth. Figures will not be rounded up or down when in the hundredths figure; the hundredths figure will simply be dropped.

30. Guard mount is not recorded on the overtime records.
31. Keep overtime sheet posted in the hallway—do not take it down until time to post the sheet and then repost upon completion.
32. Off-site workers will be charged once a week with total overtime hours paid.
33. Each week, scheduling will review the previous week's records to ensure proper posting of double time for affected employees.
34. If charged with overtime and the SPO/SO calls in sick for his regularly scheduled shift, the overtime hours will be removed provided the call was placed prior to the overtime shift.
35. On a holiday when a fixed shift assignment is needed to be filled, the SPO/SO normally scheduled to work that job has the option of working it and not being charged with overtime; or the SPO/SO can observe the holiday. If he/she elects to observe the holiday, then the job will be filled by an overtime worker.
36. Individuals with medical restrictions will be offered overtime when practical within the limits of their restrictions.
37. Overtime is to be recorded as straight-time hours paid, whether worked or refused.
38. Overtime of less than 1 hour will not be recorded.

39. If overtime paid is greater than 1 hour, all of the overtime will be recorded.

Example: If a Security Police Officer\* works over 24 minutes due to tardy relief, he/she would be paid for one and one-half times their normal straight time hourly rate; but this would not be recorded.

If he/she works over 24 minutes as receiving escort because of a late-arriving vendor, he/she would be paid for 4 hours (straight-time) or 2.7 hours at 1-1/2 times his straight-time rate. The overtime sheet should show 4 hours. If he/she works over 3 hours, he/she would be paid for 4.5 hours (straight-time) and it would be recorded as 4.5 hours.

\*All references to Security Police Officer also apply to the Security Officer classification, recognizing that Security Officers cannot perform the duties of Security Police Officers.

In other words, we will not record overtime if it amounts to less than 1 hour. If it is over 1 hour, we will record all of it, including the tenths.

Since all of the Security Police Officers are on the same overtime list, it is imperative that all shifts record the overtime in the same manner.

40. Any Security Police Officer absent over four weeks (excluding vacation), will have the option to stay low in the overtime book or be placed one hour above the highest individual. This will include Police Officers who have clearance suspensions and who have been

temporarily reduced to Security Officer. Such individuals will notify their shift officer or the scheduling officer as to which option they wish. This will be their final choice.

41. If a Security Officer/Security Police Officer has scheduled one-half day or more vacation, personal leave, or union business, he or she may be offered overtime, but not forced, until returning to work. Only time worked will be recorded.
42. The one-hour overlap is still effective; however, if there are available personnel the scheduling officer can extend this one-hour if deemed applicable.

### **TWELVE-HOUR SHIFT**

It is understood that employees working the twelve-hour shift schedules will in no case receive standard overtime for hours worked in excess of eight in a 24-hour period or meal allowances. It is also understood and agreed that employees working this special twelve-hour shift schedule will in no case receive more compensation for vacation, holidays, jury duty leave, funeral leave, disability leave, or other paid absences than they would normally receive by working the current eight-hour rotating shift arrangement. For example, fragmented vacation, when granted, will be recorded in four-hour blocks of time which will be one-half day vacation for record purposes; and one twelve-hour day of vacation will be recorded as one and one-half (1-1/2) days vacation. It is the intent of this Agreement that no employee receives a windfall under the contract solely by virtue of working a twelve-hour shift rather than an eight-hour shift schedule.

It is further understood that Article 12, Section 9(d) (fifth day for attending funeral) does not apply to this agreement.

### **TWELVE-HOUR SHIFT UNDERSTANDING**

The following is the administrative agreement dealing with the 12-hour shift:

1. All rotating shift workers (SPFPA) at ETTP.
2. Consists of two 40-hour, one 44-hour, and one 36-hour work weeks.
3. Hours: 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m.
4. In no case will employees working the newly established 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the contract.
5. Employees receive four hours at the overtime rate once every four weeks when they work the scheduled 44-hour week.
6. Double time pay for all hours worked on the seventh consecutive day worked in any payroll week.
7. For working 12 hours on holiday, employee receives double time and a half for the first eight continuous hours of scheduled shifts that fall on the holiday and

straight time for the last four hours of the scheduled shift.

8. When two worked holidays fall back to back and an employee begins work at 7 p.m. on the first holiday, he will receive 16 hours pay at double time and a half.
9. Weekend premium will be paid for hours worked on Saturday and/or Sunday as part of scheduled shift, or when these hours are only paid at straight-time hourly rate.
10. Shift premium will be paid at **sixty (\$.60)** cents per hour for work performed between 3 p.m. and 11 p.m., and at **one dollar (\$1.00)** per hour for work performed between 11 p.m. and 7 a.m. No shift premium will be paid for hours worked between 7 a.m. and 3 p.m.
11. When holdover is necessary, the employee may be held over to work four hours and an employee from the overtime list on off-shift will be called in to work.
12. Meal allowance will be paid after 14 hours of continuous and successive hours.
13. Funeral leave allowance will be counted as a maximum of three 12-hour shifts when applicable.
14. Vacation time is accounted for in increments of four and eight hours. Four hours will be one-half day for record purposes and 12 hours will be recorded as one and one-half days of vacation.

15. These conditions are not all inclusive and unanticipated situations may arise. The Company and Union will address such occurrences being guided by the intent of this agreement that no employee will receive a windfall under the contract by virtue of working a 12-hour rather than an 8-hour shift.
16. On an observed holiday, employees may request and be granted fragmented vacation for the four (4) hours of the shift that are not the observed holiday hours.
17. Vacations are taken in four-hour blocks. Vacation may be requested and granted for the first four hours and/or the middle four hours and/or the last four hours of the shift in accordance with the Contract.
18. When an employee works his/her scheduled day off, he/she will be paid a meal allowance after working ten continuous hours.
19. Guard Mount is paid only when applicable at one and one-half times straight time rate only, double time on the 7th day, two and one-half times on holiday, and is based on actual participation.
20. **The normal hours for the 4-hour work day (short day) are 3 PM to 7 PM. However, short days may be requested and may be approved by supervision for the first 4 hours and/or the middle 4 hours of the shift in accordance with this Contract.**

21. Employees working their short day who are required to participate in Guard Mount will be paid Guard Mount accordingly.

### **TEMPORARY TRANSFERS**

During periods when high levels of overtime are being worked within the bargaining unit, the Company may—upon either the written request of the Union or upon its own initiative, subject to the approval of the International Union—decide to temporarily transfer into the unit, members of the other three WSI-OR Protective Forces who may be temporarily available for work in this unit. It is understood that the Union official representing the unit from which an employee is to be transferred must concur in writing with the transfer. Such transfer will be made for periods of not less than one payroll week, nor more than three calendar months. It is understood that during the entire period of transfer, a protective force member transferred into this unit from another unit will continue to be governed by the labor agreement in his/her permanent unit, and that he/she will suffer no loss in regular pay, benefits, company service or seniority as a result of the transfer.

### **LABOR-MANAGEMENT COOPERATION**

On not less than a quarterly basis the Employer and the Union will meet to discuss and resolve issues of mutual interest and concern. An agenda will be published at least one week in advance. It is understood that no grievances will be discussed at this meeting.

## TRANSFERS TO OTHER WSI-OR SITES

**When the Company determines that there is an opportunity for a bargaining unit employee to transfer to another WSI-OR site, the position(s) will be offered to qualified employees by seniority first. Afterward, if the position(s) at the other WSI-OR site remains unfilled and a surplus exists in the bargaining unit, a layoff will occur by reverse seniority.**

**Subsequent transfer opportunities will be offered to all bargaining unit employees by seniority.**

## OVERTIME SCHEDULING POSITION

An Overtime Scheduling position will be bid yearly among qualified Security Police Officers. The successful bidder must:

1. Demonstrate his/her ability to perform the work.
2. Follow all policies and overtime guidelines, which are established or may be established by management.
3. Maintain all qualifications required of a SPO I.

Management and the Union will re-evaluate the Overtime Scheduling position during the month of **September each year unless neither party requests to do so**. Either the Company or the Union may cause the bid position (Overtime Scheduling) to be discontinued by notifying the other party in writing within ten (10) days after the re-evaluation period. If neither party advises the other during

the specified period, the position will be continued on a year-to-year basis.

Disputes, which may arise resulting from an error made by the Scheduling Officer (SPO) involving overtime will not be subject to the grievance procedure and/or arbitration. However, errors caused by the Scheduling Officer (SPO) at the direction of management will be subject to the grievance procedure and arbitration.

### **RETENTION BONUS**

**A one-time \$2,500 retention incentive will be paid to each employee actively on the payroll on October 30, 2007 at the time of their involuntary separation from employment. This incentive will not be paid to individuals who voluntarily terminate their employment from the employer to seek alternate employment, are discharged for cause or individuals who are currently on long-term disability. Retirement will not be considered a voluntary separation for purposes of receiving payment. There will be no duplication of the one-time retention incentive, regardless of the number of employers any employee may work for covered by this agreement.**

### **OMNIBUS CONSOLIDATED APPROPRIATIONS ACT CERTIFICATION**

The parties recognize that the Omnibus Consolidated Appropriations Act of 1997 amended the Gun Control Act of 1968 to make it unlawful for any person convicted of a "misdemeanor crime of domestic violence" to ship,

transport, possess or receive firearms or ammunition. The statute also makes it unlawful for any person to sell or otherwise dispose of a firearm or ammunition to any person knowing or having reasonable cause to believe that the recipient has been convicted of such a misdemeanor. The parties understand that this prohibition applies to bargaining unit employees.

It is understood that any Security Police Officer (SPO) who fails to sign the certification letter (see attachment) or who is convicted of a misdemeanor crime of domestic violence will be immediately disarmed and considered to have failed to qualify as an SPO under the Administrative Understanding, "Failure to Meet DOE Standards" and will be handled in accordance with the terms of that Understanding.

The Omnibus Consolidated Appropriations Act of 1997 (the Act) amended the Gun Control Act of 1968 (GCA) to make it unlawful for any person convicted of a "misdemeanor crime of domestic violence" to ship, transport, possess, or receive firearms or ammunition. It also makes it unlawful for any person to sell or otherwise dispose of a firearm or ammunition to any person knowing or having reasonable cause to believe that the recipient has been convicted of such a misdemeanor. This new prohibition does apply to all DOE employees and contractor personnel.

As defined in the GCA, a "misdemeanor crime of domestic violence" means an offense that:

1. is a misdemeanor under Federal or State law; and

2. has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim.

The definition includes all misdemeanors that involve the use or attempted use of physical force (e.g., simple assault, assault and battery) if the offense is committed by one of the defined parties. This is true whether or not the State statute or local ordinance specifically defines the offense as a domestic violence misdemeanor. For example, a person convicted of misdemeanor assault against his or her spouse would be prohibited from receiving or possessing firearms or ammunition. Moreover, the prohibition applies to persons convicted of such misdemeanors at any time, even if the conviction occurred prior to the new law's effective date, September 30, 1996. As of the effective date of the new law, such a person may no longer possess a firearm or ammunition. However, with respect to all persons, a conviction would not be disabling if it has been expunged, set aside, pardoned, or the person has had his or her civil rights restored (if the law of the applicable jurisdiction provides for the loss of civil rights under such an offense) AND the person is not otherwise prohibited from possessing firearms or ammunition.

I hereby certify that I have read the material above and that to the best of my knowledge and belief I have not been convicted of a “misdemeanor crime of domestic violence” as defined in the Gun Control Act of 1968, as amended.

Further, by my signature to this certification, I acknowledge that I will advise WSI-Oak Ridge if, at any time in the future, I am convicted of a “misdemeanor crime of domestic violence” as defined in the Gun Control Act of 1968, as amended, within five (5) calendar days of such conviction.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be signed by its duly authorized representatives on October 15, 2007.

Wackenhut Services, Inc.,  
Oak Ridge  
Local No. 109

/s/ Jeff D. Griffith

/s/ Carl G. McBee

/s/ Luke Lowe

/s/ Doyle M. Mynatt

/s/ Michael J. Vican

/s/ Michael R. Echols

/s/ Charles E. Norden

/s/ Michael E. Walls

/s/ Steve Gibbs

/s/ Brenda C. Curtis

/s/ Brian F. Weber

/s/ Chad D. Mee

/s/Don Eagle

International Union Representative

Security, Police and Fire Professionals of America

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