

CONTRACT

BETWEEN



WSI OAK RIDGE
Oak Ridge, Tennessee

And



INTERNATIONAL GUARDS UNION
OF AMERICA
LOCAL NO. 3
(CAS and Beta-9 Operators, CTF Instructors)
Oak Ridge, Tennessee

September 8, 2011 – September 8, 2014

CONTRACT

between

WSI OAK RIDGE

Oak Ridge, Tennessee

and

**INTERNATIONAL GUARDS
UNION OF AMERICA
LOCAL NO. 3**

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PREAMBLE

This Agreement, effective September 8, **2011**, is entered into by and between the International Guards of America, Local No. **3** and/or its successors, hereinafter referred to as the "Union," for and on behalf of those employees comprising the bargaining unit defined in Article 2, Section 1 of this Agreement and **WSI Oak Ridge**, or its successors, hereinafter referred to as the "Company," as Security Contractor at the Department of Energy's (DOE/NNSA) Y-12 Plant, Oak Ridge National Lab (ORNL), Oak Ridge Protective Force (ORPF) and Central Training Facility (CTF) at Oak Ridge, Tennessee.

ARTICLE 1 PURPOSE

It is the intent of the parties that this contract will constitute the complete agreement between the parties hereto, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties.

ARTICLE 2 UNION RECOGNITION

Section 1 – Union Recognition. The Company recognizes Local No. **3** of the International Guards Union of America as the sole collective bargaining agent as certified by the National Labor Relations Board Case No. IO-C-RC-15639 and/or its successors, with respect to wages, hours and other

conditions of employment for hourly paid CAS/SAS operators, CTF Training Instructors, and the Beta-9 operators, employed by WSI Oak Ridge at the DOE/NNSA Oak Ridge, Tennessee Y-12 Plant, the Oak Ridge National Laboratory, the Oak Ridge Protective Force, and the Central Training Facility; excluding all office clerical employees, the CTF Armorer, the CAS Operator Coordinator, all other employees, and supervisors as defined in the NLRB Certification.

Section 2 – Definition of Employee. The term “employee” as used herein will mean any person represented by the Union as described in Section 1 of this Article.

Section 3 – Anti-Discrimination. There shall be no discrimination, interference, intimidation, restraint, or coercion against any employee because of membership or non-membership in the Union, by the Company; and the Union likewise agrees that there shall be no discrimination, interference, intimidation, or coercion against any employee by the Union or any of its agents due to membership or non-membership in the Union.

Both the Company and the 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.

At the time of hiring, the Company will notify an employee that the Union is recognized by the Company as the exclusive bargaining agent for the employees defined herein.

The Union will be given an opportunity to address new employees during the first week of his/her employment.

Section 4 – Conflict with Law. Where any provision of this agreement conflicts with any State and/or Federal law operative or hereinafter to become operative, the latter shall take precedence hereunder. This provision shall not affect the validity and enforceability of any other provisions contained herein.

Section 5 – 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.

Section 6 – Check Off of Union Membership Dues. Upon receipt of written authorization from an employee on a form agreeable to the parties, the Company agrees to deduct uniform Union membership dues from the wages of said employees on the third payday of each month and to remit such membership dues to the Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee and may be cancelled by the employee at any time by written notification to the Company with a copy to the Union.

There shall be no solicitation for membership or collection of dues on Company time.

ARTICLE 3 COMPANY RECOGNITION

Section 1 – Management Rights. Except as expressly modified elsewhere in this Agreement, management of the business and direction of the security forces are exclusively the right of management. These rights include, but are not limited to, the rights to:

- A. Hire;
- B. Determine the number, location, and types of employee positions;
- C. Direct the working forces and manage the business;
- D. Assign/reassign any bargaining unit work to any unit employee or non-unit employee or adjunct instructor from outside the Company in accordance with past practice;
- E. Discontinue, temporarily or permanently, any posts and/or positions;
- F. Promote, demote, transfer, discharge, discipline or suspend;
- G. Train any bargaining unit employee to perform the job duties of any other bargaining unit employee on a temporary basis due to operational necessities;

- H. Maintain order and efficiency of operations;
- I. Determine the number of shifts and the starting and quitting times of each shift;
- J. Require employees to obey reasonable employer rules and regulations relating to the operations of the Company at the site and to employee conduct as are presently in effect or which may be changed or modified from time to time by employer;
- K. Decide on the supplies, equipment, or weapons to be used in the Bargaining Unit;
- L. Determine the size of the work force, including the number of employees assigned to any particular shift;
- M. Determine when overtime shall be worked;
- N. Layoff employees or relieve them from duty for lack of work or other reasons and to recall employee;
- O. Determine the days and hours of work, the duties to be performed, and the qualifications required;
- P. Determine and/or modify on a temporary or permanent basis any and all shift rotating schedules;
- Q. Determine which unit employees shall be armed/disarmed/rearmed whether on a

temporary or permanent basis, per DOE directives and/or all other applicable DOE regulations; and

- R. Determine the security requirements including the need for HRP certification for any bargaining unit position, per DOE directives and/or all other applicable DOE regulations.

The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made and, provided that the Union rights set forth in this contract shall not be abridged, curtailed, or modified by this clause. The employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

ARTICLE 4 WAGES

Section 1 – Wage Schedule. Bargaining unit employees will receive a wage increase of 2.5% in the first year, 2% in the second year, and 2% in the third year in accordance with the wage schedule contained in Appendix A. The wage schedules, including Red Circle Rates, **bonus** and lump sum payments, are set forth in Appendix A and are attached hereto and made a part of this contract.

Advancement in the wage progression schedule shall be made only if the working performance of the employee has been satisfactory.

An incumbent Protective Force employee who accepts employment in either **Beta-9 Operators**, **CAS Operators**, or CTF Instructors groups will be considered a probationary employee and placed in the equivalent step in the wage progression schedule.

Red Circle lump sum and bonuses payments are considered eligible earnings for Pension Plan and Savings Program purpose.

Section 2 – Shift Premium. The shift premium is paid to those employees who are regularly scheduled to work on rotating shifts and will be paid for work: for Y-12 and ORPF employees, from 2 pm to 10 pm, and for ORNL employees, from 3 pm to 11 pm **\$.40** per hour. For employees of Y-12 and ORPF, from 10 pm to 6 am, and for ORNL employees from 11 pm to 7 pm, **\$.75** per hour. Regular day employees are not eligible to receive shift premium. Shift employees working overtime will receive their overtime premiums computed on their straight-time hourly rates of pay plus the shift premium in effect during their regularly scheduled shift.

Section 3 – Weekend Premium. An employee who works Saturday and/or Sunday as part of his or her normal workweek will receive, in addition to his or her straight time pay, **\$.35** per hour for such hours worked on Saturday, and **\$.65** per hour for such hours worked on Sunday. Regular day employees who are required to work on a weekend will not receive the weekend premium. In no case shall such payment be applied

to hours not worked or for hours paid for at overtime, holiday, or premium rates.

Section 4 – Meal Allowances. An employee, after working 10 continuous hours, will be paid a meal allowance of **\$6.00** which will be included in his or her paycheck. An additional meal allowance of **\$6.00** will be paid for each consecutive 4 hours of work performed thereafter. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating lunch will be made as short as possible and in no case exceed 30 minutes.

Section 5 – Undisputed Error. In case of an undisputed error on the part of the Company as to an employee's current base straight time hourly rate, proper adjustment will be made from the date the error occurred.

Section 6 – Security Delays. Delays beyond the end of an employee's regular scheduled shift resulting from a site lockdown not involving a work assignment will be paid at the employee's normal rate of pay. No payments will be made to employees who are delayed in areas outside the plant perimeter fence. Such areas include, but are not limited to, employee parking lots and Bear Creek Road.

Section 7 – Clothing Allowance. Training Instructors on the payroll as of the day of ratification of this contract will receive an annual taxable **\$350** clothing allowance. This will be paid within two weeks of the signing of the contract for the first year and on the contract anniversary date for the second and third year.

Section 8 – Cost of Living Allowance. All employees within the bargaining unit as defined in Article 2 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 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.

- (1) After September 8, 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 August of 2011, (published in September 2011). Adjustments shall be made November 7, 2011; February 6, 2012; May 7, 2012; and August 6, 2012, if appropriate.**
- (2) After September 8, 2012, 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 August of 2012, (published in September 2012). Adjustments shall be made November 5, 2012; February 4, 2013; May 6, 2013; and August 5, 2013, if appropriate.

- (3) After September 8, 2013, 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 August of 2013, (published in September 2013). Adjustments shall be made November 4, 2013; February 3, 2014; May 5, 2014; and August 4, 2014, if appropriate.

- B. In computing overtime pay, vacation pay, holiday 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.
- C. 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 item (a) above, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.

- D. 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.**

- E. 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.**

- F. COLA being paid shall be considered as wages for the purpose of pension, group insurance and savings plan.**

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 1 – Hours of Work. This article is intended to define normal hours of work, and shall not be construed as a guarantee or limitation of hours of work nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

- A. The Payroll week shall consist of 7 consecutive 24 hour periods beginning at 10 pm Sunday and ending at 10 pm the following Sunday. For employees at ORNL, the payroll**

week begins at 11 pm Sunday and ends at 11 pm the following Sunday.

- B. The normal workday shall consist of 8 hours of work.
- C. The normal workweek shall consist of 40 hours during the payroll week.
- D. The normal hours for shift workers are 6 am to 2 pm, 2 pm to 10 pm, and 10 pm to 6 am. For employees at ORNL, the normal hours for shift workers are 7 am to 3 pm, 3 pm to 11 pm, and 11 pm to 7 am
- E. The normal hours for shift workers working the 12 Hour-Shift are contained in the Twelve-hour Shift Agreement below.
- F. Employees off work due to personal injury, illness or death in the immediate family will notify their Shift Supervisor by at least 3 hours prior to the beginning of their shift, when possible.

Section 2 – Twelve-hour Shift Agreement. It is understood that employees working the 12-hour rotating shift or a straight 8-hour shift schedule will in no case receive standard overtime for hours worked in excess of eight in a 24-hour period. It is also understood and agreed that employees working the 12-hour shift schedule will in no case receive more compensation for vacation, holidays, jury duty leave, disability leave, or other paid absences than they would normally receive by working a 8-hour fixed shift arrangement except as expressly modified elsewhere

in this agreement. Either the Company or the Union may cause the 12-hour shift agreement to be discontinued at anytime by providing the other party 60 working days advance written notice that the shift is to be discontinued.

The following is the agreement:

1. All rotating shift workers at Y-12, ORNL and ORPF.
2. The shift consists of two 40-hour, one 44-hour and one 36-hour workweek.
3. The normal shift hours are from 6 am to 6 pm and from 6 pm to 6 am (It is understood that employees at ORNL currently work the hours from 7 am to 7 pm and 7 pm to 7 am)
4. In no case will employees working the 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period.
5. For working 12 hours on holidays, employee receives two and one-half times 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.
6. When two worked holidays fall back to back and an employee begins work at 6 pm (7 pm for ORNL) on the first holiday,

he or she will received 16 hours pay at two and one-half times.

7. When either scheduled day off (SDO) or scheduled to work a four-hour short day on the plant-observed holiday, the holiday for the employee will be moved to the next scheduled workday of eight hours or more.
8. Meal allowance will be paid after 14 continuous and successive hours.
9. Vacation time is accounted for in increments of **two**, 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 vacation.
10. An employee may request to be allowed to work either 6 am to 10 am or 10 am to 2 pm hours, rather than 2 pm to 6 pm (ORNL 7 am to 11 am or 11 am to 3 pm) on the four-hour short day. The request must be made in advance and not on the day of the request change. Approval or disapproval for such change will be at management's discretion and is not subject to the Grievance Procedure or Arbitration, and will not be approved if it would require relief at premium or overtime rates.
11. Sick days are approved by hours and not by days.

12. Funeral leave allowance will be counted as a maximum of three 12-hour shifts when applicable.
13. Guard Mount is paid only when applicable at one and one-half times straight time rate, **double time on the seventh day, two and one-half times on holiday**, and is based on actual participation. **It is understood that a Guard Mount will not be provided to employees who are Training Instructors.**
14. Shift premium will be paid at **\$.40** per hour for work performed on evening shift and at **\$.75** per hour for work performed on midnight shift. No shift premium will be paid for hours worked between 6 am and 2 pm.
15. Weekend premium will be paid at **\$.35** per hour for work performed on Saturday and **\$.65** per hour for work performed on Sunday. Regular day employees who are required to work on a weekend will not receive the weekend premium.
16. This list is not all inclusive and unanticipated situations may arise. The Company and Union will address such occurrences/situations 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.

It is further understood that in the event the 12-hour rotating shift is discontinued, employees will be reassigned to a rotating shift arrangement as established by management.

Section 3 – Standard Overtime. Overtime at the rate of one and one-half times the regular rate of pay shall be paid as follows:

- A. For hours worked in excess of 40 within any normal workweek.
- B. In the calculation of overtime, an un-worked and paid holiday shall count as a day worked.
- C. **Double time shall be paid for all work performed on the seventh consecutive day worked in the payroll week.**

Section 4 – Mandatory Overtime.

- A. It is understood that when the entire Protective Force and CTF Instructors are scheduled for mandatory overtime, employees will not be scheduled to work more than 12 hours per day except in emergency circumstances.
- B. It is understood that when the entire Protective Force and CTF Instructors are scheduled for mandatory overtime, an employee who has pre-scheduled a single day of fragmented vacation in the mandatory overtime week may

be exempt from working his or her scheduled day off for which only straight time would be paid except in emergency situations.

Section 5 – Miscellaneous Duties. All time spent prior to and at the end of the shift shall be excluded from measured working time and shall not be paid for or considered as compensable time in any regard. Such time includes, but is not limited to, 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.

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.

Section 6 – Offsetting Overtime. Employees shall not be required to take time off in order to offset overtime.

Section 7 – Pyramiding Overtime. The allowance of a premium payment, other than a shift premium for any hour for which an employee receives compensation eliminates that hour from consideration for premium payment on any other basis. If time worked falls under two or more premium pay classifications, the higher rate shall prevail.

Section 8 – Assigning Overtime. The Company will assign overtime to employees as equally as practicable. A record of overtime assignments shall be kept and made available to the Union for examination.

Section 9 – Worked Lunch Period. When a fixed shift worker who receives a non-paid lunch period is not allowed a lunch period after 6 continuous hours of work beginning with his or her starting time, he or she will be paid for a worked lunch period of 30 minutes and allowed time thereafter, not to exceed 30 minutes, to eat lunch.

Section 10 – Absences Counting Toward Overtime. Paid absence due to fragmented vacation, funeral leave, and service as election official will count as time worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of 40 within the applicable payroll week.

Section 11 – Guard Mount. The parties agree to a 30 minute daily Guard Mount prior to the beginning of each shift for CAS/SAS Operators as well as Beta-9 Officers. 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 employees who are Training Instructors.

ARTICLE 6 HOLIDAYS

Section 1 – Holidays. Premium pay at the rate of two and one-half times the straight-time hourly rate, plus applicable shift premium will be paid for all work performed on the following holidays:

Holidays for employees of ORNL, Y-12 and CTF are:

New Year's Day
Martin Luther King Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Companion to Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day

Holidays for employees of ORPF are:

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

Martin Luther King Jr.'s Birthday is observed on the third Monday in January. Companion to Independence Day is observed Thursday, July 5, **2012; Friday, July 5, 2013; and Thursday, July 3, 2014.**

If any of the above holidays fall on Sunday, Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, Friday shall be observed as

the holiday. Holidays which fall on the scheduled day off of an employee will be observed on his or her next scheduled workday following the holiday. A rotating shift worker who is regularly scheduled to work a calendar holiday which falls on a Saturday or Sunday will observe the calendar holiday, rather than the plant observed holiday. Eight hours pay, at the regular rate, will be given to all employees who are normally scheduled to work on the above holidays but who are not permitted to work by the Company. An employee who is instructed to work on a holiday but fails to report and does not have an excuse acceptable to the Company will receive no pay for the holiday. Any employee who is required to work less than 8 hours of any such holiday shall receive two and one-half times his or her straight-time hourly rate of pay plus applicable shift premium for all time worked plus his or her straight-time hourly rate of pay for the remainder of the 8 hours. An employee who is called in by the Company to work on his or her observed holiday will receive not less than 4 hours pay at straight time for work performed on the holiday.

Premium pay for the holiday will be based on the workday (10 pm on the eve of the holiday to 10 pm on the holiday) (for ORNL, 11 pm on the eve of the holiday to 11 pm on the holiday).

Holidays will be considered as days worked for the purpose of determining the number of hours worked within a workweek in paying standard overtime. An

un-worked and paid holiday shall count as a day worked.

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 either an extra day of vacation with pay or a day's straight time pay in lieu thereof. Notice of the employee's intent must be given to the Company at the time the vacation is scheduled.

In applying the provisions of this section to employees who regularly are scheduled to work in excess of the normal workday, they shall be paid straight-time earnings, as provided for above, based on their regular scheduled hours of work.

For the purposes of determining actual date of holidays for each shift, the recognized holiday for a particular calendar year will be identified by October 1 of the prior year. In order to be eligible for pay for an un-worked 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.

ARTICLE 7 VACATION

Section 1 – Vacation Eligibility. Vacation is accrued weekly using the formula below. The accrual

factor will be the number of hours of eligibility divided by 365.

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

Employees may accrue a maximum total of 240 hours plus their annual eligibility.

Vacation time is not subject to payment in lieu of vacation, except upon the employee's termination.

Section 2 – Administration. The Vacation Plan shall be administered in accordance with the vacation regulations as follows:

- 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 dates is based upon seniority. Such preference to either a whole vacation or a

portion of the vacation can be exercised only once in a calendar year. A period shall be specified during which each employee shall advise the Company of his or her vacation preference.

- D. 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 or she goes on vacation, multiplied by the number of hours in his or her normal workweek. However, the amount paid to an employee at termination shall be his or her regular straight-time hourly rate in effect at the time he or she receives such pay multiplied by the number of hours accrued.
- E. If an employee retires, resigns, is laid off, is discharged, or dies, the employee, or his or her survivors, will be paid for any vacation in the current year which has not been taken.
- F. The minimum portion of a vacation that may be taken at any one time is one week except for specially approved split vacations as hereinafter provided:
 - 1. 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 20 hours may be requested and granted in portions of 2 hour increments. The employee's request for one or more days of vacation

must be made with reasonable advance notice. At no time will fragmented vacation be granted if operational needs are not met.

2. The first line supervisor will have absolute discretion to approve or disapprove such requests, and his or her decisions will not be subject to challenge in the Grievance Procedure or Arbitration.
- G. Absence of an employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.
- H. An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he or she were terminated as of his or her last day worked.
- I. No employee will accrue vacation while on LTD.
- J. Employees who become ill while on vacation may reschedule subsequent, consecutive weeks of remaining vacation, provided that proper medical certification is furnished and notification is given to supervision prior to the beginning of the first scheduled shift of the particular week or weeks involved.
- K. Employees presently on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision,

when certified for non-occupational disability pay as a result of hospitalization or from a disabling injury arising out of an accident.

ARTICLE 8 SENIORITY

Section 1 – Purpose. The purpose of seniority is to establish employees’ rights and privileges based on the relative length of service from the employee’s last entry date into the employee’s department. The use of seniority shall relate only to those specific applications of seniority that are set forth in this Contract.

Section 2 – Seniority Rating. Initial seniority shall be established as follows:

- A. Y-12 CAS/SAS and Beta-9 officers initially will be established by Company service time.
- B. ORNL and ORPF seniority will be established by time in CAS.
- C. CTF Instructors will be established by time as an Instructor.

Where two or more employees have the same department entry date, the employee with the earliest WSI Oak Ridge Company service date shall be more senior. Where two or more employees have the same department entry date and the same Company service date, the employee having the lowest last four digit Social Security Number shall be more senior. The seniority of any new employee added to the department after the effective date of this Contract

shall be the effective date of his/her hire or transfer into the department.

New employees shall not establish seniority until after they have satisfactorily completed 120 days of work in the department. After satisfactorily completing 120 days in the department, they shall be assigned a seniority date which will be the effective date of their hire or transfer into the department.

Section 3 – Probationary Employees. New employees shall be considered probationary for the first 120 days of employment in the department or until such time as required certifications are obtained, whichever is latest, as set forth in Section 2 above. It is understood that a probationary employee's scheduled days off (SDOs) and observed holidays are counted, but no other absence will be counted in the required 120 days. At the end of this period, if retained by the Company, they shall establish seniority and be given a seniority date as outlined in Section 2 of this Article. The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that any 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 – Layoffs. When a reduction in force is necessary, probationary employees within the department shall be laid off first. Non-probationary employees within the department shall then be laid off in the reverse order of seniority provided that remaining employees are fully qualified, as determined by the Company, to perform the work

available in that department. A senior employee not fully qualified to perform the work available in the department at the time of the layoff, may be laid off ahead of a less senior employee who is fully qualified, including attainment of certifications required by DOE Orders and regulations, to perform such work.

Section 5 – Layoff Allowance Pay. Layoff allowance pay for employees terminated by the Company on account of reduction in force shall be in accordance with the following schedule:

<u>Service Credit</u>	<u>Allowance</u>
Under 12 weeks	No allowance
12 weeks – 1 year	Same proportion of 1 week's pay as completed months of service are of 12 months.
1 year – 3 years	1 week (or 40 hours)
3 years – 5 years	2 weeks (or 80 hours)
5 years – 7 years	3 weeks (or 120 hours)
7 years – 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.

Employees who fail to meet the medical qualification standards as set forth in 10CFR1046, and are subject to medical termination, shall qualify for Layoff Allowance in accordance with the schedule above.

A former employee who is rehired and subsequently laid off will receive layoff allowance based on his/her most recent rehire date.

Section 6 – Recall From Layoff. A recall list for each department will be maintained for laid off employees for 60 months. Subject to the Company's need for employees, the Company will recall laid off former employees who are on the recall list in reverse order of their layoffs, i.e. the last laid off will be the first recalled, provided such laid off employees are qualified and able to readily perform the available work, as determined by the Company.

Former employees being recalled shall be notified by registered mail, return receipt requested, mailed to the last address on record in the Company files. If the Company does not receive a reply to said letter within 10 days from the date of its delivery, as shown on the registration mail receipt, or the former employee does not report for work within 10 days after he or she has received said notification, or if the post office returns said letter to the Company because the addressee has moved, or he or she does not report as provided in the Company's recall letter, he or she will be considered to have forfeited all recall rights. To meet operational needs, the Company may temporarily fill any vacancy.

The Company agrees to provide the Union with revised seniority lists annually.

Section 7 – Recall Rights. An employee who has been issued a written reduction in force (RIF) notice and subsequently leaves the bargaining unit due to an actual RIF or transfers to an hourly job within WSI-OR while the RIF notice is in effect will be placed on the recall list. Such employees will have recall rights for 5 years, provided for in Article 8, Sections 6 and 7. It is

understood that the employee will not accumulate additional seniority while on recall status.

It is understood that if the employee is voluntarily moved from one WSI-OR site to another WSI-OR site as a result of the Reduction in Force Notice, and suffers no loss of wages, then he or she will not receive a layoff allowance, but will receive recall rights as stated above.

Section 8 – Loss of Seniority. Seniority shall be lost by an employee under the following circumstances:

- A. If the employee is discharged by the Company.
- B. If the employee is transferred out of the department.
- C. If the employee quits the service of the Company upon his or her own volition. If an employee absents himself or herself from work for a period of 5 working days without notification to the Company, he or she will be considered to have voluntarily quit unless in the opinion of the Company his or her absence was justifiable.
- D. If the employee does not properly report when recalled from a layoff.
- E. If the employee overstays any authorized non-medical leave of absence without notifying the Company and receiving an extension of time, or

give a false reason for a leave of absence.

- F. If an employee is laid off for a period exceeding 60 months without being recalled.
- G. If the employee fails to return to work after being on LTD or Workers' Comp Leave for 24 months.

An individual's loss of seniority as outlined in this section shall result in removal of his/her name from the seniority and/or recall lists.

Section 9 – Seniority During Absences.

Employees, after establishing seniority, will continue to accumulate seniority during absences authorized by the Company due to illness and injury, and during authorized Union business leaves of absence.

Section 10 – Contractor Change. If the contract between the United States Department of Energy and WSI- OR, is terminated and not renewed during the term of this Contract and an employee becomes the employee of a successor contractor within 10 days of the date of change in contractors, layoff allowance will not be payable to such transferred employee by WSI-OR. It is understood that any employee who may be so transferred and laid off by the successor contractor during the term of this Contract shall suffer no loss of benefits accrued under this Article. If an employee is not transferred to the successor contractor within the above-mentioned 10 days and is laid off, he or she will receive benefits from WSI-OR as set forth in this Article.

ARTICLE 9 COMPANY SERVICE CREDIT RULES

Company Service Credit is based upon employment by **WSI Oak Ridge**. Service Credit will be determined under the following rules:

- A. In case an employee receives wages from **WSI Oak Ridge** without interruption, his or her Company Service Credit begins as of the date such wages became effective.

- B. In case an employee is laid off by the Company on account of reduction in force and through no fault of his or her own:
 - 1. If such layoff continues not more than 5 consecutive years, Company Service Credit will be given for service prior to such layoff.

 - 2. If such layoff continues more than 5 years, no Company Service Credit will be given for service prior to such layoff.

- C. In case of absence with leave for a reason other than disability:
 - 1. Employment will be considered as continuous without any deduction if it does not exceed 3 months.

2. If the absence does exceed 3 months, the period of absence in excess of 3 months will not be considered as Company Service. 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 or she will be considered voluntarily terminating his or her employment, and his or her Company Service Credit shall end as of the date on which such absence commenced.
- D. In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last day of rehire by the Company unless such employee was rehired within 3 months after his or her voluntary termination.
- E. 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.
- F. An employee rehired who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of:
1. A layoff lasting for more than 4 years, or
 2. Termination for any other cause,

will have such prior Company Service Credit restored upon completing a total of 2 years of currently accredited Company Service Credit following re-employment.

ARTICLE 10 DISPLACED EMPLOYEES

Section 1 – Displaced Employment. The following procedure shall apply when filling an opening that may occur in the classifications included in the bargaining unit by a displaced employee:

For the purpose of this section, the following are designated classifications: CAS/SAS, Beta-9 Officers, and CTF Instructors.

- A. Bargaining unit employees, who are displaced because of failure to meet the necessary standards/qualifications of his/her job classification, will be given consideration for existing bargaining unit openings. Employees selected to fill such openings must demonstrate their ability to pass prerequisite screenings/training, where applicable, and/or pass all training/certification required by the Company and/or DOE, prior to initial assignment to the classification.
- B. Where certification is not a requirement for a particular classification, the Company reserves the right to make the final decision as to whether an employee, after adequate training and/or proper instruction has the ability to perform the work required.

- C. A displaced employee who can successfully meet the requirements in an open SPO position may apply for such openings.
- D. In the event two or more bargaining unit employees are displaced, consideration for an existing bargaining unit opening will be determined on the basis of qualifications to perform the work and seniority.
- E. Displaced employees, who have been considered for an open position in one of the designated classification and are accepted, will be placed in the entry pay level of that classification until he/she has completed all required training and/or certification and is fully qualified to perform the work.
- F. Employees who are displaced and who have 25 or more years of company service will retain their existing hourly rate (red circle) until the top rate of their new classification equals or surpasses their existing (red circle) rate.

Section 2 – 60 Day Letters. When it becomes necessary to displace and issue a 60-day letter to a bargaining unit employee the following procedure shall apply:

- A. The Company will not displace or issue a 60-day letter to an employee whose qualifications expire while the employee is on Short Term Disability (STD). However, the employee will be immediately displaced and issued a 60-day letter when released to return to work.

- B. The Company will temporarily suspend an active 60-day letter of an employee who becomes disabled and is placed on STD. However, once the employee is released by the Company's Contracted Medical Support Physician to return to work, regardless of any medical/work restrictions which may be placed on the employee by the Contracted Medical Support Physician, the 60-day letter will immediately commence at the point it was suspended. For example, an employee who has completed 10 days of a 60-day letter and is subsequently placed on STD will upon being released to return to work have a total of 50 days left to re-qualify.
- C. The Company will give serious consideration to requests made by the Union to extend a 60-day letter where there are extenuating circumstances. A decision to extend the 60-day letter will be made after consultation with the Contracted Medical Support Physician and/or the physical fitness staff concerning the impacted employee.

ARTICLE 11 HEALTH AND SAFETY

Section 1. The Union's role in health and safety is advisory. The Company encourages the Union's active participation.

Section 2. The Company and Union recognize the importance of maintaining a safe working environment, cooperating toward the objective of

eliminating health and safety hazards by educating, training, and expecting employees to follow all health and safety rules and procedures.

Section 3. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

Section 4. All employees shall be required to conform to the rules and procedures concerning radioactive substances and any other safety rules and regulations that may be issued from time to time by the Company as a condition of continued employment.

Section 5. Occupational accident, injury, and illness records shall be maintained by the Company.

Section 6. Periodic medical evaluations shall be conducted by the DOE Designated Physician, or his designee, and shall be made available to all employees at no cost to the employee. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination.

Section 7. The Company shall provide a panel of physicians for the proper treatment of cases resulting from injury or illness obtained while working for the Company. Copies of the report of the medical findings made by the panel physician shall be available on written request from the employee per Company policy and FOIA regulations. The confidentiality of medical results shall be respected.

Section 8. The Company will recognize a unit employee, named by the Union, to act as the Safety Representative for each of the 3 units (CAS/SAS; Instructors; and Beta 9 Officers), for handling issues related to health and safety.

Section 9. No employee who, in good faith, believes that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that there is risk of death or serious injury, shall be required to continue work on that job until its safety is evaluated.

Section 10. The Company will provide Company approved protective clothing and safety equipment, when and if necessary, for the safety and health of all employees.

Section 11. Wackenhut employees are empowered to observe the activities of co-workers and site employees to ensure work is performed in a safe manner. Employees have the right without fear of reprisal, to immediately suspend or stop work that places an employee or site worker in an Imminent Danger situation, and immediately notify supervision of the situation for resolution.

ARTICLE 12 PAID TIME OFF

Section 1 – Jury Duty - An employee who is called for Jury Duty may be excused from work upon presentation of court notice to his or her immediate supervisor. If the employee's jury duty exceeds 3 hours, he or she may be excused for the remainder of

the shift for that day. An employee working his/her regularly scheduled day shift whose jury duty does not exceed 3 hours on any day is expected to report to work for the remainder of his or her shift for that day. An employee working other than day shift whose jury duty service does not exceed 3 hours on any day is expected to report for work at the start of his or her next scheduled shift.

An employee scheduled to work between the hours of 10:00 pm and 6 am (11 pm and 7 am for ORNL) immediately preceding his or her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his or her jury duty responsibility on any day exceeds 3 hours, the employee is excused from any portion of his or her next scheduled shift occurring within 24 hours following the start of such jury duty service.

An employee who has been notified by the court to report for jury duty must notify management within 4 hours after such notification.

When the employee who has been excused returns to work, he or she will be paid his or her normal straight time earnings (including shift premium) provided he or 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.

Management may assign an employee on jury duty to day shift regardless of his/her regular shift, and may accordingly assign a day shift employee to another shift in order to balance the shifts for the period of the jury duty service.

Section 2 – Funeral Leave. 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, grandparents of the employee’s spouse and grandchildren, 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 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 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 3 – Voting Time. Employees who are unable to vote in Municipal, County, State, or Federal elections before or after their regularly scheduled work period or during the designated early voting period, will be allowed sufficient time with pay, up to 3 hours to vote, provided such employees present evidence to the Company showing that they are eligible to vote, and did, in fact, vote. Time paid for under this section shall count as time worked in the computation of overtime.

Section 4 – Sick Leave. In accordance with Company policy, employees who are unable to attend work due to a personal illness or injury will be eligible to receive up to 24 hours of paid sick leave annually. Employees accrue sick leave on January 1st of each calendar year. If any portion of the sick leave is unutilized during the year, the

employee will receive compensation for such hours at the end of the year. Payment for any unused sick leave will be made to the employee prior to the end of the first quarter of the following year in which the sick leave was accrued.

**ARTICLE 13
PENSION PLAN, 401(k) PLAN, GROUP LIFE
INSURANCE, DENTAL INSURANCE, AND HEALTH
INSURANCE**

This Agreement, relating to a pension plan, 401(k) plan, group life insurance, dental insurance and health insurance is entered into effective September 8, **2011** by and between **WSI Oak Ridge**, hereinafter referred to as the “Company,” and the International Guards Union of America and its Amalgamated Local No. **3**, hereinafter referred to as the “Union.” The Company and the Union hereby agree upon the maintenance of these Plans as amended, for the bargaining unit employees represented by the Union subject to the following terms and conditions:

A. Defined Benefit Pension Plan

1. Benefits available under the amended Pension Plan to eligible employees who retire on or after September 8, **2011**, are set forth in the booklet entitled Oak Ridge Wackenhut Team Employee Benefit Handbook, dated December 2008, Section K, 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 or 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 laws (as such Sections are now in effect or are hereafter amended or enacted).

5. 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.
6. The Pension Plan referred to in this Agreement shall be non-contributory.
7. Any modifications or changes in the Pension Plan are subject to the approval of the WSI Pension Plan Committee.

B. Defined Contribution Plan

All employees are eligible to participate in the 401(k) plan as defined in the Oak Ridge Wackenhut Team Employee Benefit Handbook, dated October 2008, Section K, which is attached hereto and made a part hereof.

C. GROUP LIFE INSURANCE PLAN

1. Benefits under the Group Insurance Plan for eligible employees who participate in the Plan are set forth in the booklet entitled, Oak Ridge Wackenhut Team Employee Benefit Handbook, dated December 2008, Section J, 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 Employee Benefit 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 Insurance Booklet, 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 or her cost of the Group Insurance Plan by payroll deduction pursuant to his or 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 or her Basic Life Insurance or (b) his or her Basic and Supplemental Life Insurance up to age 65, as set forth in

the Insurance Booklet, shall make his or her payments in advance monthly (or quarterly if he or she desires) to the office or postal address designated by the Company.

D. DENTAL INSURANCE 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 Benefit Handbook, dated December 2008, Section F.
2. Costs of the Dental Insurance Plan will be shared by the Company and participating employees. Each employee who enrolls in the Plan shall pay the applicable rate. Beginning with the date of the contract and for a period of one year, the rate is 16% of the total gross cost for the employee and the Company shall pay the remaining 84% of the cost. Beginning the second year of the contract, the rate is 20% of the total gross cost for the employee and the Company shall pay the remaining 80% of the cost. Employee participation in the Plan 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.

E. HEALTH INSURANCE PLAN

1. The parties agree that the existing Point-of-Service Medical Plan as set forth in the Oak Ridge Wackenhut Team Employee Benefit Handbook, dated December 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 Benefit Handbook, dated December 2008, will be continued during the term of this Agreement.
2. 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.
3. It is agreed that the gross cost of the said Preferred Provider Organization (PPO) Medical Plan shall be shared by the Company and participating employees. Each employee who enrolls in the PPO Plan shall pay the applicable rate, such rate representing 20% of the total gross cost. The Company shall pay the remaining 80% of the cost.
4. Employee participation in the POS Plan 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.

F. 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, 401(k), Dental Insurance and Group Life and Health Insurance Plans, and of computing the amount of such benefits under the Dental Insurance and Group Life and Health Insurance Plans, shall be determined in accordance with the Company Service Credit Rules set forth in this Collective Bargaining Agreement. However, it is understood that with respect to the Pension Plan, “credited service” as defined in that Plan shall govern.

2. 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 C or D 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 Parts C or D of this Agreement, then the parties hereto agree that they will amend this

Agreement so as to provide that the total cost to the company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part C or D of this Agreement, whichever costs are greater.

3. The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Insurance and Dental Insurance Plans.
4. The administration of the Group Life and Health Insurance and Dental 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 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 the Group Life and Health Insurance or Dental Insurance 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 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 such dispute through the Grievance Procedure set forth in this Collective Bargaining Agreement. 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 or 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 solely 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 or 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.

5. Regardless of the time limit, if any, prescribed in this 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 4 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.

6. This Pension, 401(k), Group Life and Health Insurance and Dental Agreement shall replace all prior agreements pertaining to the Pension, 401(k), Group Life and Health Insurance and Dental Plans, including any amendments to them. Further, this Agreement shall remain in effect until 4 pm, September 8, **2014**.

ARTICLE 14 GENERAL

Section 1 – Military Training and Election Official Service. Employees who are absent from work due to military training duty will be reimbursed by the company up to 80 hours per calendar year. Service as an election official will receive normal straight time earnings.

Section 2 – Arming of Employees. It is understood that in the event that either the Department of Energy

or the National Nuclear Security Administration directs the Company to arm any employee covered by this agreement, the Company and the Union will meet for the purpose of negotiating not only the issue of arming employees, but also the arming-associated issues such as a physical fitness program and a firearms qualification program.

Section 3 – Grooming. Employees are required to report to work clean, well groomed, and with a neat appearance.

Section 4 – Shift or SDO Trade. Employees may trade shifts or days off with prior approval of their respective supervisors provided that no overtime or penalty pay is involved. It is understood that supervision will have absolute discretion to approve or disapprove such request, and his or her decision will not be subject to challenge in the Grievance Procedure or Arbitration.

Section 5 – Uniforms. The Company will continue to prescribe, furnish, and maintain uniforms. Uniforms include Company-issued footwear, as and when prescribed. Such footwear will be limited to two pairs at any time, to be retained on plant premises and replaced under applicable regulations.

It is understood that employees at ORPF CAS currently change their uniforms at home. However, management reserves the right at any time to provide change house facilities at work for these employees and require them to leave their uniforms and all Company issued equipment at work at all times.

Section 6 – Employee Information. Employees must immediately notify Human Resources of any changes in their personal status such as marital and dependent status, change in residence, or suspension or revocation of drivers license. Failure to report this information may result in loss of insurance coverage or driving privileges.

Due to the nature of the Company's business, employees must have an operating telephone and must keep the Company informed of the current number.

Section 7 – Bulletin Board and Filing Cabinet. The Company shall provide the Union with a suitable bulletin board for the purpose of posting official notices of Union meetings and Union social events. The Company reserves the right to approve all notices which may be posted on the bulletin board provided to the Union. The Company shall also provide the Union with one lockable filing cabinet.

Section 8 – New Jobs or Major Changes in Job Content. This will serve to confirm the understanding reached during negotiations in regard to the Company's exercise of its right to implement a new job or a major change in job content during the life of the agreement. In such event, the Company will discuss the matter with the Union prior to implementation.

Section 9 – Work Performed by Supervisors or Technical Personnel. Supervisory personnel shall not do the work of employees in the bargaining unit which will deprive such employees of jobs regularly performed by them. This does not prevent such

supervisory personnel from performing necessary functions of instructions or assistance or from operating equipment or processes in emergencies. These provisions do not supersede Article 3, Management Rights, Section 1 D.

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

Section 11 – Federal Law. The Company and the Union agree to abide by the Americans With Disabilities Act and the Family and Medical Leave Act.

Section 12 – Initial and Continual Employment. The Company has the right to determine an employee's qualifications for employment. The Company will notify the Union as it receives new requirements and directives prescribed by government agencies which conflict with the terms of this collective bargaining agreement. Although any implementation of such requirements or directives cannot be delayed, the Union shall be allowed, if it so requests, to bargain the impact of the implementation of such requirements or directives affecting the terms and conditions of employment.

Section 13 – Educational Assistance. Financial assistance will be provided in accordance with company policy to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete approved courses of study in recognized schools or colleges. Approval for

acceptance into the program will also be contingent on available funding.

Section 14 – Military Service. Both parties agree to abide by and comply with all applicable Federal and State Laws, executive orders, rules and regulations applying to the re-employment of former employees who entered the armed forces of the United States. For the purpose of this Article the parties shall have the right to rely upon and to act in accordance with any such regulations.

Section 15 – ID Theft Program. If and when approved by WSI's Corporate office, the company will provide an ID Theft Protection Plan at no cost to the employee.

Section 16 – Adverse Court Rulings. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree such decision shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and in effect unless otherwise stated.

Section 17 – Continuance of Instructor Certifications for Non-Unit Personnel. This agreement does not prevent non-bargaining unit personnel from conducting the minimum requirements to maintain currency of their

instructor certifications. Certification will be done in accordance with DOE guidance but will not include the authority to serve as the lead instructor.

ARTICLE 15 TEMPORARY AND PERMANENT REASSIGNMENTS

Section 1. Temporary Reassignments - The Company may train and reassign employees within the bargaining unit to address operational needs/requirements in other classifications within the unit on a temporary basis. The need for temporary reassignments from one classification to another will be determined solely by the Company and may not be challenged by the Union in the grievance procedure or arbitration. Approval for all temporary reassignments will be made by the Deputy General Manager, Operations.

When it becomes necessary to temporarily reassign a bargaining unit employee, the following shall apply:

- A. Employee may be temporarily assigned to any higher, lower, or equally rated job classification within the bargaining unit for periods up to 6 months. The 6 month period may be extended by mutual consent.
- B. No employee will suffer a reduction in wages as a result of being assigned to work in a lower rated classification during the reassignment.

- C. Employees assigned to work in a higher rated classification will be paid the prevailing wage rate of the classification.
- D. Employees will be temporarily reassigned by seniority and qualifications. Employees may voluntarily accept reassignment. Where there are no volunteers, the least senior qualified employee in the appropriate classification will be temporarily reassigned by the Company.
- E. Employees will be offered overtime in the groups to which they are temporarily reassigned. The employee's overtime hours in his regular overtime group will be adjusted by the total numbers of hours offered during the temporary reassignment, once he/she returned to their regular classification.
- F. Temporary reassignments under this agreement will not establish a precedent with respect to customary work assignments.
- G. In the event of a reduction in force, no employee will be forced to accept a temporary reassignment for more than 6 months under this agreement. As an alternative to accepting the temporary reassignment, the employee will be given a voluntary reduction in force with recall rights, but without any layoff allowance as provided under the terms of the contract.

ARTICLE 16 LEAVES OF ABSENCE

Section 1 – Union Officers. Accredited Union Officers shall be granted a reasonable number of leaves of absence without pay, not exceeding 15 calendar days consecutively, to attend conventions or other pertinent business of the Union. It is agreed that 10 days notice of such leaves of absence will be given, except in dire emergencies and that no more than 2 employees shall be absent at any one time for such purpose, except by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company.

Section 2 – Educational Leave. The Company will consider applications for a leave of absence for educational purposes. Granting of such leave is subject to Company approval.

Section 3 – Excused Unpaid Personal Time Off. Employees are expected to be at work every day for which they are scheduled; however, it is recognized that on occasion an employee will have a compelling personal reason which would require his or her absence from work. An employee who desires **excused unpaid** personal time off must receive permission, in advance, from his or her supervisor. Supervisors will give careful consideration to that request for **excused unpaid** personal time off, and, after considering operational needs as well as the gravity of the request, will grant such a request when reasonably possible to do so. It is understood that an employee on **excused unpaid** personal time off is in an unpaid status.

ARTICLE 17 CONTINUITY OF OPERATIONS

Section 1 - Both the Company and the Union agree that continuity of operations is of the utmost importance to the security operations at all work sites.

Section 2 – The Union agrees that there will be no strikes, work stoppages, illegal picket lines, slowdowns, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to fully support the Company in every way in maintaining operations. Participation by an employee in an act violating this provision will be complete and immediate cause for discharge by the Company. The Company agrees that there will be no lock-outs.

ARTICLE 18 GRIEVANCE PROCEDURE

Discussion. Any employee may discuss with his or her supervisor any matter which he or she feels requires adjustment.

Grievance Procedure. Any alleged violation of this Contract may constitute a grievance. Grievances shall be handled in the following manner:

Step 1. Any employee or group of employees having a grievance shall first take the matter up with his/her Chief Steward within 10 working days of its occurrence, who shall attempt to adjust the matter with the employee's Site Manager/CTF Manager, or their designee. If there is no resolution within 15 working days after it has been discussed with the Site

Manager/CTF Manager, the grievance may be carried to Step 2. It is understood that the grievant is not precluded from consulting with the Chief Steward prior to the hearing.

Step 2. If not satisfactorily settled in Step 1, the grievance may be reduced to writing and submitted to Labor Relations on a form mutually agreeable to the Company and the Union for possible settlement in a meeting between the grievant, Union Vice President, Deputy General Manager, Operations / Director of Training & Emergency Management, Labor Relations and other Company representatives if and when necessary. Such meeting shall be held within 15 working days after being requested. The Company's answer shall be given within 20 working days after the meeting and shall be in writing.

A grievance contesting a suspension or discharge may be initiated in Step 2 of the Grievance Procedure. Also, when 2 or more grievances are filed concerning the same incident, the grievances shall be combined when reduced to writing and appealed to Step 2.

Time Limits. Any grievance not taken up with the employee's supervision within 10 days after the occurrence of the incident complained of cannot 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 10 working days after the decision has been rendered by the Company. **It is understood that these time limits may be extended by the mutual agreement of the parties when there are extenuating circumstances.**

The Union will notify the Company when there is a change of Union representatives.

The Company will notify the Chief Steward prior to any disciplinary action taken against an employee. If requested by the employee being disciplined, the Chief Steward may be released.

Bargaining unit employees authorized to participate in the grievance procedure as outlined above shall not suffer loss of pay during their regular scheduled shift provided, however, that before leaving their jobs for the purpose of handling grievances they must receive permission from their supervisor.

In no cases will such employee or employees be paid for time spent outside the regular scheduled shift hours in handling grievances under this Article.

ARTICLE 19 ARBITRATION

Section 1 – Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the Grievance Procedure and which involves:

- A. The discharge or suspension of an employee, or
- B. The interpretation of provisions of this Contract, or
- C. An alleged violation of this Contract

may be submitted for settlement to the Arbitration Committee within 15 days after the final action taken under Step 2 of the Grievance Procedure. Within 5 days after either party notifies the other of its demand for arbitration the parties shall designate their representatives. The Arbitration Committee shall be composed of one member selected by the Union, one member selected by the Company, and an impartial third member who shall serve as chairperson and who shall be mutually selected by the parties.

A request will be made to the Federal Mediation and Conciliation Service (FMCS) requesting a list of 7 arbitrators where both parties will strike arbitrators until one name remains. Either party can request a second panel without explanation. Any additional panels shall first be agreed by both parties. Selection of the arbitrator will be made from a panel consisting of the 7 names on the list by an alternating method of striking. First strike will alternate with each arbitration, commencing with the Union until the list of the 7 is narrowed to one name which shall be the name of the arbitrator. Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union. The Arbitration Committee shall be requested to render an opinion and award within 30 calendar days after the briefs, if any, are received by the chairperson. The decision of the majority of the Arbitration Committee shall be final and binding on both parties.

Section 2 – Time limits. Any grievance which has not been appealed to arbitration within the required 15 days after the final action taken under Step 2 of the Grievance Procedure, or which has not been heard in

arbitration within 2 years after the date of the appeal will be considered to be withdrawn on the basis that neither the grievance, the answer, nor the method of resolution will be used by either party in the future. It is understood that this time limit may be extended by mutual agreement of the parties when there are extenuating circumstances.

The Arbitration Committee shall not have the power to add to, to disregard, or to modify any of the terms of this Contract.

ARTICLE 20 DISABILITY PAY

Section 1 – Short-Term Disability Plan. An employee unable to work due to illness, pregnancy, or non-occupational injury, will be paid in accordance with the schedules below and the terms and conditions of the Short-Term Disability (STD) Plan set forth in the disability benefits section of the Oak Ridge Wackenhut Team Employee Handbook, December 2008, attached hereto and made a part hereof.

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

For employees electing to purchase supplemental STD coverage:

1st 30 days of disability absence	100% of base pay
Remaining STD eligibility period	66 2/3% of base pay thru Company-provided insurance & 20% of base pay (up to \$500/weekly max) thru supplemental insurance policy paid by employee

Note: The supplemental policy is dependent upon 30% of eligible employees purchasing coverage. Should the insurance provider either retract the offer of coverage or, at a later date, cancel coverage for any reason, the above payment schedule is null and void and payment of STD will be made to employees as if they had not elected the supplemental STD coverage.

For employees who do not elect supplemental STD coverage:

Short-Term Disability will be paid at 66 2/3% of his/her base salary.

Note: It is understood that the current 24 hour Sick Leave program contained in the Standard Practice will be continued.

Section 2 – Long-Term Disability Plan. An employee totally disabled for six months will become eligible to receive 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 section 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 benefit 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 – 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 for the first 30 days of absence, then 66 2/3% of his/her basic straight-time hourly rate for the remaining period of absence. 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:

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

Section 4 – 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. The first 24 hours of absence for any non-occupational disability unless such period of disability extends beyond 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 condition 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 or 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 5 – Administration of Plans

- A. The Short-Term and Long-Term Disability Plans and the payment 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 nonmedical 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 6 – Company Service Credit During Approved Non-occupational or Occupational 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.

ARTICLE 21 JOB BIDS

Section 1 – Filling a Job Vacancy. For the purpose of this section, the following are designated classifications: CAS/SAS, Beta-9 **Operators**, and CTF Instructors.

When it becomes necessary to fill a job vacancy or new job on other than a temporary basis, the senior qualified employee in the **unit** will be given preference.

- A. Such vacancy shall be posted for 10 calendar days and shall show the job title and closing date.
- B. If no applicant has the qualifications required for the vacancy or new job, or there is no applicant, the Company may hire a qualified employee from outside the bargaining unit, or hire a person qualified to fill the open position.
- C. When an employee who applies/bids for a new job is awarded such job, the Company will not be required to accept his or her application/bid for another job unless a period of 12 months has elapsed from the time he or she was awarded the new job. **However, employees hired as part of the CAS to Argus transition project will not be allowed to transfer to another job until the transition has been completed. It is understood that these personnel (Argus personnel) will be allowed to bid and be awarded jobs in accordance with the contract, but will not be allowed to move to the new job until the Argus project is complete.**
- D. A successful applicant/bidder will be released within a reasonable time not to exceed 30 calendar days providing the job is not cancelled. The successful applicant/bidder will be paid the appropriate rate and given a new seniority date once he/she begins the new job.
- E. A successful applicant/bidder who within a reasonable time cannot meet all required qualifications (as an example but not limited to

HRP certification), shall be entitled to return to his or her former job.

- F. A current bargaining unit employee who has applied/bid on a vacancy or new job within **the unit** and is subsequently awarded the job will not be considered a probationary employee and will be placed in the equivalent step in the wage schedule.

Section 2 – Transfers Within Designated

Classifications. Senior qualified employees will be given preference when it becomes necessary to transfer an employee on other than a temporary basis from a shift on which there is a surplus to a shift on which there is a vacancy.

The qualifications of an employee to perform the work within a classification shall be determined solely by the Company.

ARTICLE 22 PROTECTIVE SECURITY

Protective Security. The Company and the Union agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for the performance of work desired by the Government. It is recognized that the Company has agreed not to employ any person designated by the Government whose employment is considered prejudicial to the

Government. Further, all members of the Union, the Company, and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated at Oak Ridge, Tennessee. The Arbitration Committee provided for in Article 20 of this Contract shall not make any decisions that conflict with security regulations adopted by the United States Department of Energy.

ARTICLE 23 ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Company and the Union with respect to rates of pay, wages, hours of work, and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 2. All rights and privileges not expressly given up by the terms of this Agreement are retained by the Company.

ARTICLE 24 DURATION OF AGREEMENT

Section 1 – Duration. This agreement shall be effective as of 4 pm, September 8, **2011**, and remain in effect until 4 pm, September 8, **2014**. After September 8, **2014**, this contract shall continue in effect from year to year unless notice is given, in writing, at least 60 days prior to the expiration of this Agreement by either Party to the other that it desires to modify or terminate said Agreement.

Section 2 – Company Obligation. It is agreed that the Employer's obligations under this Agreement will terminate upon termination of its government contract covering the bargaining unit in the event the termination occurs as the result of events beyond the control of Employer.

Section 3 – Employer Liability. It is agreed that the Employer is not liable for any successor's conduct or for any obligations of any successor under this Agreement.

CTF Instructor rates effective September 10, 2012

CTF Instructors	Rate	New Rate	Lump Sum
■ ■ ■	\$ 26.28	\$ 26.64	\$353.60
■ ■ ■	\$ 26.64	\$ 26.64	\$1,108.22

Effective for new hires on or after September 9, 2013

Group	Start	3 months	6 months	9 months	12 months
Beta 9 Operator	\$ 26.93	\$ 27.16	\$ 27.40	\$ 27.63	\$ 27.87
CAS / SAS Operator	\$ 25.65	\$ 25.87	\$ 26.10	\$ 26.32	\$ 26.54
CTF Instructors	\$ 25.27	\$ 25.49	\$ 25.70	\$ 25.92	\$ 26.15

Beta-9 Operator rates effective September 9, 2013

Beta-9 Operators	Rate	New Rate	Lump Sum
■ ■ ■	\$ 27.67	\$ 28.22	\$0.00
■ ■ ■	\$ 28.59	\$ 28.59	\$1,189.34

CAS/SAS Operator rates effective September 9, 2013

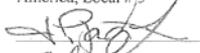
CAS/SAS Operators	Rate	New Rate	Lump Sum
■ ■ ■	\$ 26.47	\$ 26.54	\$956.80

CTF Instructor rates effective September 9, 2013

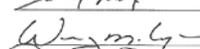
CTF Instructors	Rate	New Rate	Lump Sum
■ ■ ■	\$ 26.64	\$ 26.64	\$1,108.22

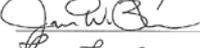
IN WITNESS WHEREOF, each of the parties hereto has caused this contract to be signed by its duly authorized representatives on September 6, 2011.

International Guards Union of
America, Local #3



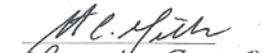
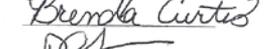


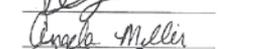






WSI Oak Ridge





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