

CONTRACT

between

WSI OAK RIDGE

OAK RIDGE PROTECTIVE FORCE

Oak Ridge, Tennessee

and

**INTERNATIONAL GUARDS UNION
OF AMERICA**

**LOCAL NO. 3
Oak Ridge, Tennessee**

September 13, 2012 – September 13, 2018

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CONTRACT

This contract is made and entered into by and between WSI Oak Ridge, its successors or assignees hereinafter called the (Company or Employer) and Local #3 (Protective Force–Oak Ridge) of International Guard Union of America or its successors hereinafter called the union.

ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

- A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt, peaceful adjustment of alleged grievances to the end that there shall be no interruptions or impeding of work, work stoppages, strikes or lockouts during the term of this Agreement.

- B. This Agreement shall apply to the Employees, as defined in Article II of this Agreement, who are now employed or who are hereafter employed by the Employer at the Department of Energy Facility in Oak Ridge, Tennessee.

ARTICLE 2 RECOGNITION

Section 1 – Union Recognition. The Company recognizes the Union certified by the National Labor Relations Board in Case No. IO-C-RC-13382 and or it's

successors, as the exclusive bargaining agent for all hourly paid guard employees in the WSI-OR Protective Force, excluding all other employees, such as clerical employees, professional employees, and supervisors. At the time of hiring, an employee will be notified by the Company that the Union is recognized by the Company as the exclusive bargaining agent for the employees defined herein.

The Union will be given time scheduled during Company New Hire Orientation to address new Protective Force employees.

Union represented employees are authorized to wear company approved, union provided insignia as directed by the Company.

When it is necessary for a Union representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company will make a special request to DOE for clearance for that occasion. All security regulations as prescribed by DOE must be complied with.

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.

- A. 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.

- B. 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 any discrimination against any employee because he or she is handicapped, a disabled veteran or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes.

Section 4 – Checkoff 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 WAGES

Section 1 – Wage Schedules. The wage schedules for the period of this Contract are set forth below:

Effective July 30, 2012

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$18.87	\$19.74	\$20.62	\$21.49	\$22.40
SPO I	\$21.86	\$22.91	\$24.00	\$25.04	\$26.12
SPO II	\$22.46	\$23.50	\$24.59	\$25.64	\$26.71
SPO III	\$23.04	\$24.09	\$25.18	\$26.23	\$27.31

Effective August 19, 2013

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$19.34	\$20.23	\$21.14	\$22.03	\$22.96
SPO I	\$22.41	\$23.48	\$24.60	\$25.67	\$26.77
SPO II	\$23.02	\$24.09	\$25.20	\$26.28	\$27.38
SPO III	\$23.62	\$24.69	\$25.81	\$26.89	\$27.99

Effective September 15, 2014

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$19.82	\$20.74	\$21.67	\$22.58	\$23.53
SPO I	\$22.97	\$24.07	\$25.22	\$26.31	\$27.44
SPO II	\$23.60	\$24.69	\$25.83	\$26.94	\$28.06
SPO III	\$24.21	\$25.31	\$26.46	\$27.56	\$28.69

Effective September 14, 2015

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$20.32	\$21.26	\$22.21	\$23.14	\$24.12
SPO I	\$23.54	\$24.67	\$25.85	\$26.97	\$28.13
SPO II	\$24.19	\$25.31	\$26.48	\$27.61	\$28.76
SPO III	\$24.82	\$25.94	\$27.12	\$28.25	\$29.41

Effective September 12, 2016

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$20.83	\$21.79	\$22.77	\$23.72	\$24.72
SPO I	\$24.13	\$25.29	\$26.50	\$27.64	\$28.83
SPO II	\$24.79	\$25.94	\$27.14	\$28.30	\$29.48
SPO III	\$25.44	\$26.59	\$27.80	\$28.96	\$30.15

Effective September 11, 2017

	Start	3 Months	6 Months	9 Months	12 Months
SO	\$21.35	\$22.33	\$23.34	\$24.31	\$25.34
SPO I	\$24.73	\$25.92	\$27.16	\$28.33	\$29.55
SPO II	\$25.41	\$26.59	\$27.82	\$29.01	\$30.22
SPO III	\$26.08	\$27.25	\$28.50	\$29.68	\$30.90

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.

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

Section 2 – Shift Premium. The shift premium is paid to those employees who are regularly scheduled to work and are paid to work on the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift, at the rate of sixty cents (\$.60) per hour for the 3:00 p.m. to 11 p.m. shift and at the rate of one dollar (\$1.00) per hour for the 11:00 p.m. 7:00 a.m. shift. **Effective August 19, 2013, the shift premium paid to those employees who are regularly scheduled to work and are paid to work on the 3:00 p.m. to 11:00 p.m. shift will increase to seventy cents (\$.70). Effective August 19, 2013, the shift premium paid to those employees who are regularly scheduled to work and are paid to work on the 11:00 p.m. to 7:00 a.m. shift will increase to one dollar and ten cents (\$1.10).** Regular day employees who are required to work overtime will not receive the 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, fifty-five cents (\$.55) per hour for such hours worked on Saturday, and ninety-five cents (\$.95) per hour for such hours worked on Sunday. **Effective August 19, 2013, will increase to sixty-five cents (\$.65) per hour for such hours worked on Saturday, and one dollar and five cents (\$1.05) per hour for such hours worked on Sunday.** In no case shall such payments be applied to hours not worked.

Section 4 – Cost of Living Allowance. All employees within the bargaining unit as defined in Article II of this Agreement shall be covered by a Cost of Living Allowance as defined and set forth in this Section.

- a. The amount of the Cost of Living Allowance shall be determined and redetermined 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. **Effective September 13, 2016, the Cost of Living adjustment shall be based on a three cent (\$.03) per hour adjustment for each full 0.1 point change in the Index as provided herein.**

- b. (1) After **August 15, 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 **July of 2012, (published in August 2012)**. **Adjustments shall be made December 3, 2012; March 4, 2013; June 3, 2013; and September 2, 2013, if appropriate.**

(2) After **August 15, 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 **July of 2013 (published in August 2013)**. **Adjustments shall be made December 2, 2013; March 3, 2014; June 2, 2014; and September 1, 2014**, if appropriate.

(3) After **August 15, 2014**, 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 **July of 2014 (published in August 2014)**. **Adjustments shall be made December 1, 2014; March 2, 2015; June 1, 2015; and September 7, 2015**, if appropriate.

(4) After **August 15, 2015**, 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 **July of 2015 (published in August 2015)**. **Adjustments shall be made December 7, 2015; March 7, 2016; June 6, 2016; and September 5, 2016** if appropriate.

(5) After **August 15, 2016**, 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 **July of 2016 (published in August 2016). Adjustments shall be made December 5, 2016; March 6, 2017; June 5, 2017; and September 4, 2017**, if appropriate.

(6) After **August 15, 2017**, 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 **July of 2017 (published in August 2017). Adjustments shall be made December 4, 2017; March 5, 2018; June 4, 2018; and September 3, 2018**, if appropriate.

- c. In computing overtime pay, vacation pay, holiday pay, call-in pay, disability pay, jury duty pay, funeral leave pay, and military makeup pay as provided in this Agreement, the amount of any Cost of Living Allowance then in effect shall be included.
- d. In the event that the Bureau of Labor Statistics does not issue the Index on or before the beginning of the pay period referred to in Paragraph (b) above, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.
- e. No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance

due to any revision which may later be made in the published figures for the Index for any month on the basis of which the Cost of Living has been determined.

- f. The continuance of the Cost of Living Allowance as herein provided is dependent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the currently published Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) unless otherwise agreed upon by the Company and the Union.
- g. COLA being paid shall be considered as wages for the purpose of pension, group insurance and savings plan.

ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 1 – Normal Hours. 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 seven (7) consecutive twenty-four (24) hour periods beginning at 11 p.m. Sunday and ending at 11 p.m. the following Sunday.
- B. The normal workday shall consist of eight (8) hours of work.

- C. The normal workweek shall consist of forty (40) hours within a payroll week.
- D. The normal hours for shift workers are 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m.
- E. Employees off work due to personal injury, illness or death in the immediate family will notify the employer's Shift Supervisor by at least three (3) hours before starting time, when possible.

Section 2 – Standard Overtime.

- A. Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for hours worked in excess of forty (40) within any normal workweek.
- B. Employer has the right to require any employee to work beyond his normal eight (8) hour shift or beyond his normal forty (40) hour week. If the situation permits, the Employer will first seek volunteers to work the additional hours. Employer shall attempt to equalize overtime work.
- C. The allowance of a premium payment, other than a shift premium or weekend 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.

- D. Any employee after working ten (10) continuous hours will be paid a meal allowance of **five dollars and seventy- five cents (\$5.75)**. An additional meal allowance will be paid for each consecutive four (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 thirty (30) minutes.
- E. Paid absence due to fragmented vacation, funeral leave, holiday and service as election official will count as time worked in determining if an employee is to be compensated at time and one-half (1-1/2) for all hours worked in excess of forty (40) within the applicable payroll week.

Section 3 – Penalty Payments.

- A. Schedule Change.** An employee whose shift is changed by management with less than forty eight (48) hours notice prior to the first hour of the new shift will receive one and one half (1-1/2) times his or her regular rate for the first eight (8) hours worked on the shift.
- B. Call-in.** An Employee who is called in by the Company, after he or she has left to perform work outside of his or her regularly scheduled shift and reports to work will receive not less than four (4) hours pay at his or her straight-time hourly rate, exclusive of shift premium, or pay at one and one-half (1-1/2) times his or her straight-time rate for such work performed, whichever is greater.

- C. Reporting Pay.** Any Employee who properly reports for work on his or her regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his straight-time hourly rate exclusive of any premium, unless he or she has been previously notified not to report for work, provided he or she is normally scheduled to work at least four (4) hours.
- D. Mandatory Report Pay.** When an employee is mandatoried to report to work prior to the beginning of his or her next scheduled shift without an eight (8) hour advance notice and does report and work, he/she shall receive not less than four (4) hours pay at straight-time rate of pay or one and one-half times his/her straight time rate of pay for such work performed, whichever is greater.

Section 4 – Holidays.

- A. Premium pay at the rate of two and one-half (2 ½) times the straight-time hourly rate, plus applicable shift premium will be paid for all work performed on the following holidays:** New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Part-time Employees do not receive holiday pay.

- B. 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. **Eight (8) 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 eight (8) hours of any such holiday shall receive two and one-half (2 ½) 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 eight (8) hours. An employee who is called in by the Company to work on his or her observed holiday will receive not less than four (4) hours pay at straight time for work performed on the holiday.**
- C. Any Employee who is absent without an acceptable excuse on the work day immediately preceding or the work day immediately following a holiday shall forfeit his or her right to be paid for such holiday. Absence due to sickness shall

constitute an acceptable excuse. Employer reserves the right to require a doctor's certificate in cases where absence is due to sickness.

- D. **Premium pay for the holiday will be based on the workday (11 p.m. on the eve of the holiday to 11 p.m. on the holiday).**
- E. An Employee on layoff shall not be entitled to any holiday pay for holidays falling during the layoff.
- F. 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 an extra day of vacation with pay or a day's straight-time pay in lieu thereof.
- G. 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.
- H. 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.

Section 5 – Offsetting Overtime. Employees shall not be required to take time off in order to offset overtime.

Section 6 – Double Time. Double time shall be paid for all work performed on the seventh consecutive day worked in the payroll week.

An employee who works in excess of sixteen (16) continuous hours shall be paid two (2) times his or her regular rate for all such continuous hours worked in excess of sixteen (16). **Attending guard mount is included, but not required, when paid in excess of sixteen continuous hours.**

ARTICLE 5 VACATIONS

Section 1 – Annual Earned Schedule. Employees hired on or before August 15, 2007 shall receive vacation in accordance with their company service credit as follows:

- A. An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks vacation. However, one (1) week of this initial eligibility may be taken after completing six (6) months of Company Service Credit.
- B. During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, the employee shall receive two (2) weeks of vacation.
- C. During calendar years in which an employee completes from five (5) through nine (9) years of

Company Service Credit, the employee shall receive three (3) weeks of vacation.

- D. During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, the employee shall receive four (4) weeks of vacation.
- E. During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit, the employee shall receive five (5) weeks of vacation.
- F. During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, the employee shall receive six (6) weeks of vacation.
- G. The Vacation Plan shall be administered in accordance with the vacation regulations contained in **Section 4 – Vacation Regulations**, attached hereto and made a part hereof.

Section 2 – Carry Forward Option.

- A. An employee with ten (10) or more years of Company Service Credit may carry forward to a succeeding year up to two (2) weeks of his or her Current Year Vacation.
- B. The maximum amount of carried forward vacation which an employee may have to his or her credit at any time shall be six (6) weeks. Also, the maximum vacation taken in any calendar year shall be twelve (12) weeks.

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

Section 3 – Daily Accrual Schedule. Sections 1, 2, and m of **Section 4** shall not apply to employees hired after August 15, 2007.

Employees hired after August 15, 2007 shall accrue vacation on a weekly basis in accordance with the schedule below. The accrual factor will be the number of hours of eligibility divided by 365.

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 hired after August 15, 2007 may accrue a maximum total of 240 hours plus their annual eligibility.

Section 4 – Vacation Regulations. The following regulations govern the application of the vacation provisions as set forth in Article 5 of the Contract:

- 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 one 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. Also the employee shall make an election during this period as to any carry forward option for which he or she is eligible. Such elected option will be irrevocable for the calendar year for which it is made, unless the Company and the employee otherwise mutually agree.
- D. An employee must complete the full minimum Company Service Credit noted in Article 5 before he or she is eligible for a vacation or vacation pay.
- E. Vacation payments will be calculated on the basis of an employee's straight-time hourly rate, plus any applicable shift differential, in effect at the time he or she goes on vacation, multiplied by the number of hours in his or her normal workweek. However, the amount paid to an employee in lieu of vacation or vacation carried forward 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 in his or her normal workweek.

- F. If an employee who has completed the minimum eligibility requirements for a vacation 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.
- G. The minimum portion of a vacation that may be taken at any one time is one (1) 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. **Vacation** may be requested and granted in portions of **one half (1/2)**, one (1) or two (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.
- H. A former employee who has completed the minimum eligibility requirements for a vacation and is recalled following a layoff for reduction in force will be required to work for six (6) months

following his or her reemployment before he or she is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.

- I. Absence of an employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.
- J. Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year no vacation will be granted in such year.
- K. 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. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any current year vacation due until after his or her return to work.
- L. Except as provided for under Carry Forward Option, an employee may not voluntarily postpone his or her vacation to the following year.
- M. The parties agree that in order to clarify the vested rights for the subsequent year's vacation for employees with one or more years of service who are absent because of disability as of December 31, the following guidelines will apply:

1. If such an employee is receiving, on December 31, Short Term Disability, as outlined in Article 17 of this Contract, he or she shall be regarded as being on the payroll as of December 31 and will be vested for the subsequent year's vacation.
 2. If such an employee is receiving, on December 31, Long Term Disability Payment, such an employee will not have vested rights to the subsequent year's vacation.
 3. It is understood that the above clarification relates solely to vacation vesting and does not affect any other determination of whether an employee is deemed to be on the payroll.
 4. Under no circumstances will an employee be eligible for vesting vacation for more than one year on the basis outlined above.
- N. 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.

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 6 SENIORITY

Section 1 – Purpose. The purpose of seniority is to establish employee’s rights and privileges based on length of service in the bargaining unit. The use of seniority shall be related to those specific applications of seniority that are set forth in this Agreement.

Section 2 – Seniority Rating. Seniority shall be defined as the period of the employee’s Protective Force service at Oak Ridge Protective Force in the bargaining unit measured in years, months, and days based on the employee’s last entry date into the bargaining unit but subject to the completion of the probationary period. The seniority of present employees shall be as indicated on the seniority list dated May 2007.

Incumbent employees from Y-12 and O.R.N.L. sites will be granted seniority over new hires when he/she enters the bargaining unit on the same day.

I.G.U.A. represented employees will be given his/her seniority ahead of non-I.G.U.A. site employees hired on the same day.

Employees transferring from another DOE site in multiple transfers on the same day will retain the same seniority sequence at the Oak Ridge Protective Force.

Seniority for employees hired on the same date who are not covered within this section shall be determined by the lowest of the last four (4) digits of their Social Security number.

It is agreed that the relative seniority of each employee shall be established in accordance with the above outline, and revised lists shall be furnished to the Union at six-month intervals thereafter.

Section 3 – 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 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 five (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.

This includes any employee who is promoted out of the bargaining unit to take a salaried position in any of the Protective Forces of Oak Ridge National Laboratory (ORNL), Oak Ridge Protective Force (ORPF), and Y-12.

- C. If a former Employee does not properly report when recalled from a layoff.

Section 4 – Probationary Employees. A new employee shall be considered a probationary employee for the first one hundred and twenty (120) days of

employment; and at the end of this period, if he or she is retained, his or her name shall be placed on the seniority list and his or her seniority shall be determined as outlined in Section 2 of this Article. The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that the termination of employment of such employees during the probationary period shall not be subject to the Grievance Procedure or Arbitration.

Section 5 – Seniority Status. Periods of Service in the bargaining unit shall be counted in determining an Employee's seniority, except that no supervisor promoted out of the bargaining unit will retain seniority acquired while in the bargaining unit if he or she returns to the bargaining unit. Seniority shall apply only to those provisions of this Agreement regarding layoff, recall, and bidding provided that the Employee is qualified.

Section 6 – Layoffs. When it is necessary to reduce the working force of the bargaining unit, probationary employees shall be laid off first. Non-probationary Employees shall be the next to be laid off in the reverse order of seniority provided that the remaining Employees are qualified, as determined by the Employer, to do the remaining work.

Section 7 – Rehiring. When a vacancy arises, the Employer shall recall Employees in the reverse order they were laid off i.e. the last laid off will be the first recalled provided that they are qualified to perform the available work, as determined by the Employer.

Recall rights of employees shall last sixty (60) months, unless extended by employer.

If an Employee is recalled from layoff, his or her seniority shall continue uninterrupted.

Former Employees being recalled shall be notified by registered mail, return receipt requested, mailed to the last address on record in the Company files. The envelope shall bear the legend "Postmaster Do Not Forward. If addressee has moved, return to Sender." If the Company does not receive a reply to said letter within six (6) days from the date of its delivery, excluding weekends and holidays, as shown on the registration mail receipt, in which the former Employee agrees to report for work when required to in 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 for work on the date required, the former Employee will be considered to have forfeited all rehiring rights, unless these time limits are extended by the Company. Employees on layoff shall keep the Company advised of the address and telephone number where they can be reached.

Section 8 – Seniority During Absences. Employees will continue to accumulate seniority during absences authorized by the Company due to illness or injury, and during authorized leaves of absence in accordance with Article 7 of this Agreement.

Section 9 – Initial and Continual Employment. The Company has the right to determine an employee's qualifications for initial employment.

The Company will notify the Union as it receives new requirements and directives prescribed by government agencies which conflict with the terms of the 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 terms and working conditions of employment.

ARTICLE 7 UNION LEAVES AND ABSENCES

Section 1 – Union Business Leave. Accredited Union Officers shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively, to attend conventions or other pertinent business of the Union. It is agreed that ten (10) days notice of such leaves of absence will be given, except in emergencies, and that no more than two (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.

An employee whose continued absence over a longer period is necessary because of his or her duties as an elected officer of the Union will be given a leave of absence not to exceed one (1) year, without pay, for such purposes. Upon retirement from such office, the employee shall be entitled to return to his or her former position without loss of seniority, provided he or she reports for work within fifteen (15) days following the expiration of his or her leave. An employee granted such leave of absence must return all security

identification issued to him or her at the time the leave of absence begins.

The Group Insurance of such an employee shall be continued in force during such authorized leaves of absence, in case, and in such manner, as the provisions of the Group Insurance contract permit, provided he or she pays his or her share of the Group Insurance premiums at least monthly in advance.

Section 2 – Personal Leave. 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. Supervision will give careful consideration to a request for personal time off and grant such a request when reasonably possible.

It is expected that supervisors will make judgment decisions in granting or denying personal time off to a bargaining unit employee. An employee who desires personal time off should receive permission in advance from his or her supervisor except in case of an emergency. The following reasons are considered as valid in granting such time off:

1. Sickness in immediate family when time is needed to make necessary arrangements for care;
2. Minimum time necessary to attend a marriage in the immediate family;
3. Minimum time necessary to attend the funeral of a close friend or relative.

4. Minimum time necessary for settlement of estates or to serve as a witness in court;
5. Minimum time necessary to obtain emergency dental work.
6. Any other compelling reason which, in the judgment of the supervisor, is in a similar category to those listed above.

Should the supervisor have a question as to the validity of a reason for an employee's request for personal time off, he or she may refer the question through the chain of supervision to the division manager for a decision.

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 will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising their franchise, provided such employees present evidence to the Company showing that they are eligible to vote. Time paid for under this section shall count as time worked in the computation of overtime.

Section 4 – Funeral Pay. For the purpose of this section, the term "immediate family" shall be defined as, and limited to, the following: spouse, children, stepchildren, brothers, half brothers, sisters, half sisters, parents, stepparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of the employee's spouse, grandchildren. In addition, persons who acted in "loco-parentis" of parents (for example, an aunt who raised

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

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

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

Employees who have to travel 350 miles or more from their home of residence to attend a funeral of his/her immediate family will be paid the number of hours that will allow them five (5) consecutive days off including SDOs and holidays to be taken at the employee's discretion. The employee will be paid as if he/she had worked his/her normal scheduled shift. In the event unusual circumstances preclude the days to be taken consecutively, Management will work with the employee to accommodate the situation.

If a death occurs in an employee's immediate family while he/she is on vacation, he/she should promptly notify a Company supervisor. The employee will be permitted to cancel only those whole days of vacation remaining after notification to a Company supervisor,

providing he/she qualifies for funeral pay for those days under this Section.

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

Section 5 – 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 responsibility exceeds three (3) hours, he or she is excused for the remainder of the shift for that day. A day shift employee whose jury duty does not exceed three (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 three (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 11 p.m. and 9 a.m. 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 three hours, the employee is excused from any portion of his or her next scheduled shift occurring within twenty-four (24) hours following the start of such jury duty service.

When the employee who has been excused returns to work, he or she will be paid the difference between his or her normal straight-time earnings and the fee received from court, provided he or she submits

evidence of the total amount received from the court. Only the number of days actually spent in court are counted in calculating payment. Scheduled work time spent on jury duty will be counted as time worked for calculating overtime payment. Applicable shift premium will be included in Jury Duty make-up pay.

Section 6 – Military Training Duty and Service As Election Official. 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.

ARTICLE 8 BIDDING OF POSITIONS

Shifts shall be posted for bid. Assignments to shifts shall be made in accordance with the bids made in order of seniority provided the employee bidding is qualified to perform on the shift for which he or she bid. It is understood that SDOs are part of a bid shift.

The shifts open for bid will be posted for ten (10) days. Any employee who does not bid within that time will be assigned a shift and this will not represent an exercise of a shift bid. The Company will notify employees who are on leave, vacation, or extended illness of their right to bid.

An employee can bid on any shift in accordance with paragraph 1. If an employee's bid shift is canceled by the Company and the same shift is reinstated within one (1) year, the employee whose shift was canceled

has the right to be the senior bidder of such shift. It is also understood that a bid may only be made on an available shift.

Temporary, emergency, or special assignment may be made by the Employer without posting the position for bidding. Such assignments shall be filled first by volunteers and second, if necessary, by the assignment by Employer of Employee in reverse order of seniority provided there are enough SPOs left on a particular shift to maintain operations. If not, Employer will continue reverse order of seniority until an eligible employee is identified and make necessary assignment.

Job/post assignments are not subject to this bidding process, but may be traded by employees on a daily basis as long as employees notify and receive permission from the Shift Commander.

ARTICLE 9 MANAGEMENT RIGHTS

Section 1. 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 guard posts and guards;
- (c) Direct the working forces and manage the business;

- (d) Assign work;
- (e) Discontinue, temporarily or permanently any posts;
- (f) Promote, demote, transfer, discharge, discipline or suspend;
- (g) Maintain order and efficiency of operations;
- (h) Determine the number of shifts and the starting and quitting times of each shift;
- (i) 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;
- (j) Decide on the supplies, equipment, or weapons to be used as per Employer Contract with DOE;
- (k) Determine the size of the work force, including the number of Employees assigned to any particular shift as per Employer contract with DOE;
- (l) Determine when overtime shall be worked and who works it;
- (m) Establish hours of work;

- (n) Layoff employees or relieve them from duty for lack of work or other reasons and to recall employees; and
- (o) Determine the days and hours of work, the duties to be performed, and the qualifications required.

Section 2. 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 10 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. The Company recognizes and fully supports the Shift Safety Teams as an important mechanism in the integration of environment, safety, and health into the operations of the Protective Force. The Teams are encouraged to inspect the workplace on a routine basis and make recommendations to the Company, and to participate with Company during scheduled environment, safety, and health assessments. Team member(s) on duty are encouraged to participate with the Company during the investigation of work-related injuries and illnesses, employee concerns, vehicle and firearms incidents, and reported overexposures to chemicals or radiation.

Section 6. Occupational accident, injury, and illness records shall be kept and maintained by the Company.

Section 7. The Company shall provide medical service and facilities 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 Company's medical service or reports of outside medical services use by the Company shall be

available on request to the employee. The confidentiality of medical results shall be respected.

Section 8. Periodic medical evaluations shall be conducted by the Company's Contracted Medical Support 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 with the Company.

Section 9. The Company will continue to recognize and support the Union appointed Safety Representative.

Section 10. 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 11. Employees shall be provided with safety instructions to assure that assigned duties may be performed safely. Employees shall be informed of the potential hazards of any materials known to be hazardous or toxic to humans to which they are exposed. Training records pertaining to the above that are retained by the Company will be made available to the Shift Safety Teams upon request.

Section 12. The Company will provide approved protective clothing and safety equipment necessary for the safety and health of all employees. This section does not apply to clothing or shoes in connection with physical fitness.

Section 13. If an employee sustains an injury or occupational disease covered under the Tennessee Workers' Compensation Act, the employee shall be examined and treated at no cost to the employee, including specialty care as directed by the Contracted Medical Support Physician.

- a. If the Contracted Medical Support Physician directs special care, the Company shall provide pertinent information to the examining physician.
- b. For each examination under this paragraph, the Company shall make available to the employee upon written request the following.
 1. The results of the medical examination and test.
 2. The physician's opinion concerning the employee's health status.
 3. The physician's recommended limitations, if any, upon the employee's continued occupational activity or upon the employee's use of protective clothing or equipment and respirators.
- c. A written medical opinion obtained by anyone shall not reveal specific findings or diagnoses unrelated to this occupational injury or illness.
- d. Employee medical surveillance records shall be maintained in accordance with DOE directives.
- e. Copies of a medical record including but not limited to those items described in paragraph b

above shall be made available to the employee upon submission of a written authorization signed by the employee.

Section 14. Committees appointed by the Company to investigate accidents in which a bargaining unit employee has been injured will include an appropriate bargaining unit employee selected by the Union.

Section 15. WSI Oak Ridge 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 11 GENERAL

Section 1 – Bulletin Boards. The Employer 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.

Section 2 – 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. Bargaining unit personnel may be promoted on a temporary basis to supervise other bargaining unit personnel in emergency situations.

Section 3 – Uniforms. The Company will continue to prescribe, furnish, and maintain uniforms and items of equipment. Uniforms include Company issued footwear, as and when prescribed. Such footwear will be limited to two (2) pair at any time and replaced under applicable regulations and practice for maintenance of prescribed uniforms and items of equipment.

Section 4 – Education Assistance. Financial assistance will be provided to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges.

Section 5 – Federal Law. The Company and Union agree to abide by the Americans With Disabilities Act and the Family and Medical Leave Act.

Section 6 – Special Response Team (SPO III). A Special Response Team (SRT) is a designated team of Security Police Officers who successfully complete special training and who continue to meet job requirements, including physical fitness, medical and firearm standards required of SRT members.

Consideration will be given to requests of Security Police Officers concerning their desire to participate in SRT training. In the event the number of employees who are accepted for training exceeds the number of employees needed for training, the selection for available slots will be based on seniority. Individuals

who are not accepted for training will be advised of the reasons if they so request. The final determination of those who qualify for assignment to an SRT is the exclusive responsibility of the Company as set forth in Article II, Section 3 of the Contract.

Security Police Officers who have been determined to qualify for assignment to an SRT may exercise seniority for available SRT vacancies. Such vacancies will be posted for bidding among qualified Security Police Officers.

Section 7 – 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 8 – Company Service Credit Rules.

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

- (1) 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 become effective.
- (2) 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:
 - (A) If such layoff continues not more than five (5) consecutive years, Company Service credit will be given for service prior to such layoff.

- (B) If such layoff continues more than five (5) years, no Company Service Credit will be given for service prior to such layoff.
- (3) In case of absence with leave for a reason other than disability which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the local management. 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 as voluntarily terminating his or her employment, and his or her Company Service Credit shall end as of the date on which such absence commenced.
- (4) 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 three (3) months after his or her voluntary termination, and the local management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
- (5) In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or

reinstatement by the Company, unless otherwise authorized by the local management.

- (6) An employee on the active payroll April 19, 1990, or rehired thereafter, who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of (a) a layoff lasting for more than five (5) years, or (b) termination for any other cause, will have such prior Company Service Credit restored upon completing a total of two (2) years of currently accredited Company Service Credit following reemployment.

ARTICLE 12 PROTECTIVE SECURITY

The Union and the Company agree that they will do their utmost to protect the security of classified 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 not agreed 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 14 of this Contract shall not make any decisions that conflict with security regulations adopted by the United States Department of Energy.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1 – Stewards. The Company agrees to recognize five (5) properly certified Union Stewards and one (1) Chief Steward for the purpose of representing Employees in the Grievance Procedure. The Union will notify the Company of any changes in the personnel of the Stewards.

The Company also agrees to recognize a Union Grievance Committee, not to exceed three (3) members plus the grievant. The Union Grievance Committee will function in the adjustment of grievances in Step 3 described in Section 3 of this Article.

The Company will call for a steward prior to any disciplinary action taken against an employee whether it be verbal or written. The steward may be released by the request of the employee being disciplined.

The Union will select all Union committee members and shift representatives when the Company decides to formulate functional committees.

Section 2 – Discussion. Any Employee may discuss with his or her supervisor any matter which he or she feels requires adjustment.

Section 3 – Grievance Procedure. All complaints, disputes, or misunderstandings involving questions of interpretation or application of any clause of this contract by an Employee or the Employer 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 Union Steward, who shall attempt to adjust the matter with the employee's supervisor. **As outlined in Section 4 -Time Limits; any grievance not reduced to writing and submitted to the Shift Captain on a mutually agreed upon form within fifteen days after the occurrence of the incident complained of cannot be processed through the Grievance Procedure. If a grievance is submitted by the Union in writing, the Company must respond** in writing within three (3) days. If after receiving the Company written response and there is no resolution, the grievance may be carried to step 2.

Step 2. If the grievance has not been settled in Step 1, the grievance shall be referred to the Chief Steward and the Site Manager who will jointly schedule a Step 2 meeting. Such meeting shall be held within five (5) days after being requested. If either party desires, the aggrieved employee, the steward, or the supervisor may be present. The Company's answer shall be given within three (3) days after the meeting and shall be in writing: If no agreement is reached the grievance may be carried to Step 3.

Step 3. If not satisfactorily settled in Step 2, the grievance shall be reduced to writing and submitted on a form mutually agreeable to the Company and Union for possible settlement in a meeting between the Union Grievance Committee, Labor Relations and other Company representatives. Such meeting shall be held within seven (7) days from the date grievance is received The Company's answer shall be given within

fifteen (15) days after the meeting and shall be in writing. If no agreement is reached and the matter is subject to arbitration, it may be referred to arbitration in accordance with Article 14.

A grievance contesting a suspension or discharge may be initiated in Step 3 of the Grievance Procedure.

When two (2) or more grievances are filed concerning the same incident, the grievance may be combined when reduced to writing and appealed to Step 3.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above described Grievance Procedure.

Section 4 -Time Limits. Any grievance not reduced to writing and submitted to the Shift Captain on a mutually agreed upon form within fifteen 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 five (5) days after a decision has been rendered by the Company. The Union's failure to carry a grievance from one step to the next or to arbitration within the specified time limits shall be without prejudice to the Union's rights to process the same subject matter (although not the very same case) in another grievance.

All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be agreed upon by mutual consent.

Section 5 – Grievance Time. The Steward, Chief Steward, and employee-members of the Union Grievance Committee shall be paid by the Company for a reasonable period of time spent during their regularly scheduled working hours in settling grievances in their step in the grievance procedure and at their straight-time hourly rate of pay provided, however, that before leaving their jobs for the purpose of handling grievances, they must receive permission from their supervisor.

ARTICLE 14 ARBITRATION

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 the Contract

may be submitted for settlement to the Arbitration Committee within fifteen (15) days after the final action taken under Step 3 of the Grievance Procedure. Within five (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 requesting a list of seven (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 seven (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 seven (7) is narrowed to one (1) 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 thirty (30) calendar days after the briefs are received by the chairperson. The decision of the majority of the Arbitration Committee shall be final and binding on both parties.

Any grievance which has not been heard in arbitration within two (2) years and six (6) months after the date of 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 the 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 15 MILITARY SERVICE

Both parties agree to abide by and comply with all applicable Federal and State Laws, executive order, 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.

ARTICLE 16 LAYOFFS

Section 1 – Layoff Allowance Schedule. Layoff allowance pay for an employee terminated on account of reduction in force or medical termination shall be in accordance with the following schedule:

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

Section 2 – 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 five (5) years as provided in Article VI, Section 3e and 3f. 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 3 – Rehired Termination. A former employee who is rehired and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his or her most recent rehire date.

Section 4 – Contractor Change. If the contract between the United States Department of Energy and WSI Oak Ridge, is terminated and not renewed during the term of this Contract and an employee becomes the employee of a successor contractor within ten (10) days of the date of change in contractors, layoff allowance will not be payable to such transferred employee by WSI Oak Ridge. 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 ten (10) days and is laid off, he or she will receive benefits from WSI Oak Ridge as set forth in this Article.

ARTICLE 17 DISABILITY PAY

Section 1 – Short Term Disability Plan. An employee hired prior to August 15, 2007 who is disabled and unable to work due to illness, pregnancy, or non-occupational injury, will be paid 100% of his or her basic straight-time hourly rate in accordance with the following schedule:

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

Employees hired on or after August 15, 2007 who are disabled and unable to work due to illness, pregnancy, or non-occupational injury, will be paid 100% of his or her basic straight-time hourly rate for the first four months of short-term disability. The remaining two months of short-term disability are paid at 85% of his/her straight-time hourly rate.

Section 2 – Long Term Disability Plan. An employee totally disabled for six months will become eligible to receive sixty percent (60%) of his or her monthly basic straight-time rate up to a specified maximum monthly

benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the disability benefits 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 – Conditions of Payment.

- a. Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:
 1. For the first 24 hours of absence for any non-occupational disability unless such period of disability extends beyond two (2) calendar weeks in which event payment will be made on the basis of absences for hours, which would normally have been worked had the employee performed his regular schedule of work during the first 24 hours of absence. If an employee is admitted to the hospital as an inpatient or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the first 24 hours of a certified non-occupational disability, any remaining hours of the 24-hour waiting period will be waived. In no case shall the period of payment exceed the schedule established herein, or
 2. Any disability occurring during the first 12 months that the employee's plan coverage is in effect if caused by any 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 illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Company during the first 24 hours of the absence. However, certification may be requested by the Company for any or all of the

first 24 hours of absence if the Company has reason to question the absence.

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

Section 4 – Administration of Plans

- a. The Short Term and Long Term Disability Plans and the 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 non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

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

Section 5 – Company Service Credit During Approved Disability Absences. An employee who is disabled and unable to work will receive company service credit for the period of his or her short-term

and/or long-term disability and/or occupational disability approved by the Insurance Company.

Section 6 – Workers’ Compensation. An employee disabled and unable to work due to an occupational illness or injury will be paid 100% of his or her basic straight time hourly rate. If an employee reaches maximum medical improvement but is not cleared to return to work by the designated physician, he or she will receive STD/LTD benefits per the following:

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

ARTICLE 18 NEW JOBS

If the Company implements a new job or major changes in job content during the life of this Agreement, the Company will discuss the matter with the Union.

ARTICLE 19 MANDATORY OVERTIME ADMINISTRATION

- A. It is understood that when the entire site Protective Force is scheduled for mandatory overtime, employees will not be scheduled to work more than twelve (12) hours per day.

- B. It is understood that when the entire site Protective Force is 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. Shift and SDOs will be determined by seniority.

ARTICLE 20 GENERAL PROVISIONS

Section 1 – Notices. The Employer and the Union shall keep each other advised, in writing, of the names of authorized representatives.

Section 2 – Employee Address and Telephone Number. Each Employee is at all times responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the Employee's last address on file.

Section 3 – Gender. Pronouns of either gender used in this Agreement are equally applicable to the masculine and feminine genders.

Section 4 – Union Cooperation. The Union agrees to cooperate with the Employer to attain the best efficiency possible, and the Union shall support to the best of their ability the Employer's efforts to introduce and improve its method of operation.

Section 5 – Payday. Payday should be on Thursday of each week. Employees may receive or pick up their checks during regular working hours.

Section 6 – Grooming. Employees are required to report to work clean, well groomed, and with a neat appearance.

Section 7 – Sanitation. The Employer will utilize its best efforts to ensure that Employees are afforded access to sanitary facilities.

ARTICLE 21 NO STRIKES OR LOCKOUTS

- A. No Strikes: For the duration of this Agreement, the Union, its officers, agents, representatives, stewards, and members, and the Employees covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, sit-down, sit-in, slowdown, sick-out, cessation or stoppage of work, boycott, illegal picketing, or other interference with or interruption of the Employer's operations. Any Employee engaging in such activity shall be subject to discipline including suspension or discharge, within the sole discretion of the Employer. In addition to any other liability, remedy, or right provided by applicable law or statute should such activity occur, the Union shall immediately upon learning of such activity:

1. Advise the Employer by telegram and in writing that such action by Employees has not been called or sanctioned by the Union; and
 2. Notify the Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- B. No Lockouts: The Employer agrees that it shall not lockout its Employees for the duration of this Agreement.

ARTICLE 22 CONFLICT WITH ANY STATE OR FEDERAL LAW

Where any provision of this Agreement conflicts with any state 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.

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 Employer and the Union.

ARTICLE 24 DURATION OF AGREEMENT

- A. This agreement shall be effective 4 p.m., **September 13, 2012**, and shall remain in effect until 4 p.m., **September 13, 2018**. After **September 13, 2018**, this contract shall continue in effect from year to year unless notice is given, in writing at least sixty (60) days prior to the expiration of this agreement by either party to the other that it desires to modify or terminate said agreement.

The parties agree to negotiate Y-12, ORNL and ORPF contracts concurrently (at the same time).

- B. 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.
- C. It is agreed that the Employer is not liable for any successor's conduct or for any obligations of any successor under this Agreement.

**APPENDIX A
PENSION, GROUP INSURANCE, AND
DENTAL PLAN**

This Agreement, relating to a pension plan, as amended January 1, 2002, an insurance plan and a dental insurance plan, is entered into effective April 19, 1990, 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 the Pension Plan as amended, the Group Insurance Plan as amended and the Dental Insurance Plan as amended for the bargaining unit employees represented by the Union subject to the following terms and conditions:

Part A – Pension Plan

- 1. Benefits available under the amended Pension Plan to eligible employees who retire on or after

January 1, 2002, are set forth in the booklet entitled "WSI Oak Ridge Employee Benefit Handbook," Section K, dated January, 2008, which is attached hereto and made a part hereof.

2. It is understood that if any dispute arises from the denial of a bargaining unit employee's claim for benefits under the Pension Plan then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.
3. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.
4. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:
 - (a) Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended 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).

In the event that any revision in the Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Pension Plan and in this Agreement.

5. The Pension Plan referred to in this Agreement shall be non-contributory.
6. Any modifications or changes in the Pension Plan are subject to the approval of the WSI Pension Plan Committee.
7. **Unit employees with a company service date on or after September 13, 2016, are ineligible to participate in the defined benefit Pension Plan that is set forth in the Pension, Group Insurance and Dental Agreement of this Contract. In lieu thereof, such employees will participate in a non-matching Defined Contribution Plan (DCP) to be provided by the Company. Under this DCP, eligible employees will receive an amount equal to three and one-half percent (3.5%) of the total eligible earnings by the employee in the calendar year. Such amount will be deposited in the employee's 401(k) account.**

In order to receive this Company contribution, the employee must work a minimum of 1,000 hours during the applicable calendar year. Such payments will be earned at the end of the applicable calendar year, and deposited to the employee's account during the first quarter of the following calendar year. To receive payment for any calendar year, the employee must be on the Company's payroll on December 31 of that calendar year.

Bargaining unit employees hired on or after September 13, 2016 will be eligible to enroll in retiree medical plans offered by the company, but the company will not contribute to the cost of this benefit (i.e., these new hires will have "access only" and will be responsible for 100% of the cost of the retiree medical plan).

Further, such employees hired on or after September 13, 2016, will not be eligible for post-retirement benefits (other than retiree medical plan as described above) upon the termination of their employment with the Company.

Part B – Group Insurance Plan

1. Benefits under the Group Insurance Plan for eligible employees who participate in the Plan are set forth in the booklet entitled, "WSI Oak Ridge Employee Benefits Handbook," Section J, dated January 2008, which is attached hereto and made a part hereof.

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 Insurance Booklet, 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.

Part C – 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 “WSI Oak Ridge Employee Benefits Handbook,” Section F, dated January 2008, which is attached hereto and made a part hereof.

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

Part D – General Provisions

1. During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance Plans, and of computing the amount of such benefits under the Dental Insurance and Group Insurance Plans, shall be determined in accordance with the Company Service Credit Rules set forth in the principal Collective Bargaining Contract then in effect between the parties. However, it is understood that with respect to the Pension Plan, “credited service” as defined in that Plan shall govern. Company Service Credit for the purpose of computing the amount of benefits under the Pension Plan shall commence on April 19, 1990.
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 B or C of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Parts B or C 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 B or C 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 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 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 the principal Collective Bargaining contract then in effect between the parties. It is agreed that any arbitration award as

to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his 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 sixty (60) days after his or her receipt of the Insurance Company's position giving rise to the dispute. Within sixty (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 the applicable principal Contract for the filing of a grievance concerning the alleged violation of such Contract, a claimant's appeal under Part A – Section 2 or Part D – Section 4 (first paragraph) will be processed in accordance with the Grievance and Arbitration procedure, provided that such grievance is filed not more than 60 days after the claimant's receipt of the Company's position giving rise to the non-medical factual dispute.

6. This Pension, Group Insurance and Dental Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Plans, including any amendments to them.
- Further, this Agreement shall remain in effect until 4 p.m., September 13, 2018.

MEMORANDUM OF AGREEMENT

Health Care Plan

The parties agree that the existing **Preferred Provider Organization (PPO)** Medical Plan as set forth in the "WSI Oak Ridge Employee Benefits Handbook," Section C, D, and E, dated January 2008, shall be continued during the term of this Agreement.

The parties also agree that the existing Vision Care and Dental Plans, as set forth in the WSI Oak Ridge Employee Benefits Handbook dated January 2008, will be continued during the term of this Agreement.

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

It is agreed that the gross cost of the said **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 as follows:

Effective September 17, 2012 the employee shall pay 17% of the cost and the Company shall pay the remaining 83%.

Effective September 16, 2013 the employee shall pay 18% of the cost and the Company shall pay the remaining 82%.

Effective September 15, 2014 the employee shall pay 19% of the cost and the Company shall pay the remaining 81%.

Effective September 14, 2015 and beyond the employee shall pay 20% of the cost and the Company shall pay the remaining 80%.

Employee participation in the **PPO** 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.

Twelve-Hour Shift

It is agreed between the parties that commencing October 5, 1992, fixed shift employees in the Energy Systems Protective Force-Oak Ridge, will be assigned to work 12-hour shifts on a rotating shift arrangement; or will be configured in combinations of 8 and 12 hour work days, with each shift totaling 40 hours per week. These shift arrangements will be established on a trial basis for a period of six (6) months. The 12-hour rotating shift is patterned after the AA BB CC DD shift schedules

worked by bargaining unit employees at Y-12. The five-day 3:00 P.M.-11:00 P.M. and 7:00 A.M.-3:00 P.M. schedule remains unchanged.

It is understood that employees working the newly established 12-hour rotating shift and the straight shift schedules 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 schedules with 12-hour shifts 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 the current 8-hour fixed shift arrangement. For example, fragmented vacation, when granted, will be recorded in 4-hour blocks of time which will be one-half day vacations for record purposes; and one 12-hour day will be recorded as one and one-half (1-1/2) days vacation. It is the intent of this agreement that no employee receive a windfall under the contract solely by virtue of working a 12-hour shift rather than an 8-hour shift schedule. Highlights of the 12-hour shift are as follows. This list is not exhaustive but answers many commonly asked questions. Unusual situations will be discussed by the parties as needed.

1. Shift schedules consist of two 40-hour, one 44-hour, and one 36-hour work weeks for the 12-hour rotating shift.
2. Normal hours will be 7:00 AM to 7:00 P.M. and 7:00 P.M. to 7:00 A.M. for the 12-hour rotating shift.

3. Employees will receive pay for call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the contract. In no case will employees receive standard overtime for hours worked in excess of 8 in a 24-hour period.
4. For working 12 hours on holidays, employees receive 2-1/2 times for the first 8 hours and straight time for the last 4. Employees will receive **2-1/2** times for hours worked beyond the regular work shift.
5. Shift premium will be paid for normal hours worked on respective shifts.
6. During weeks when holidays occur, straight shift employees will revert to a 5-day, 8-hour shift schedule.
7. A first meal allowance will be paid after fourteen (14) continuous hours.
8. A 12-hour shift employee working overtime (over 40) on his/her scheduled day off will be paid a first meal allowance after working 10 continuous hours.
9. An employee may request to be allowed to work either 7 a.m. to 11 a.m. or 11 a.m. to 3 p.m. hours, rather than 3 p.m. to 7 p.m. on the four-hour short day. The request must be made in advance and not on the day of the requested change. Approval or disapproval for such change will be at supervisory discretion, will not be

subject to the Grievance Procedure or Arbitration. This will be done by Seniority.

- 10. When two worked holidays fall back to back and an employee begins work at 7 p.m. on the first holiday, he or she will receive 16 hours pay at two and one-half times.**

On April 5, 1993, both management and the Union will re-evaluate the 12-hour rotating and the straight shift schedule. On this date and thereafter both parties will have the right to terminate the shifts with a written notice. If at anytime a notice is given, there will be a 30 day readjustment period prior to reverting back to previous shifts and scheduled days off prior to the implementation of the new shifts.

Physical Fitness

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

2. Participating SPOs will be paid the equivalent of one and one-half times their hourly straight-time rate of pay for each three 40-minute training sessions (if subject to offensive standard) or two 40-minute sessions (if subject to defensive standard) actually performed during the payroll week. **Effective September 15, 2014, all participating SPOs will be paid the equivalent of one and one-half times their hourly straight time rate of pay for each of three 40-minute training sessions performed during the payroll week.** Payments are based on the SPO's written certification (on a form provided by the Company) that he/she completed each required training session during the payroll week. It is understood that these training sessions, performed strictly at the SPO's convenience, are not counted as time worked for purposes of computing overtime or any premium pay.

3. Each participating SPO will be scheduled by the Company once each year at a point that is approximately six months prior to his/her annual qualification date to undergo a physical fitness evaluation by Company representatives. Any SPO who does not satisfactorily pass this physical fitness evaluation will be (1) referred to WSI-OR's Contracted Medical Support, or (2) provided an individualized program of physical fitness to follow for the six months remaining before his/her annual re-qualification date. SPOs who fail to re-qualify on or before his/her anniversary date will be subject to the provisions

of Administrative Understanding, "Failure to Qualify as a Security Police Officer."

4. A SPO on the active payroll as of February 1st during each contract year will receive an annual taxable **\$350** clothing allowance. This allowance is to be used to purchase and launder/maintain appropriate running shoes and exercise clothing, which meet requirements established by the Company. All clothing allowances will be paid within two weeks of February 1st of each contract year.
5. It is understood that this training program may be modified, temporarily suspended or terminated by the Company upon prior written notice to the Union. The adoption of modifications, suspension or termination of this program will be discussed with the Union prior to effectuating changes.
6. **Employees on military training/orders may receive Physical Training (PT) pay if they are actively participating in the off-duty physical fitness program and on a military leave of absence for 30 days or less. Employees must report dates and times of completed training sessions to site supervision prior to the end of each payroll week they are absent. Upon return to work, the employee must certify (on a form provided by the Company) his or her completion of the previously reported training sessions in writing.**

Guard Mount

The parties agree to a thirty-minute daily guard mount prior to the beginning of each shift. Employees will report to Guard Mount properly clothed and with all

equipment issued. Time spent in daily Guard Mount will be treated as standard overtime for all shifts. It is understood that a Guard Mount will not be provided to new employees who are attending basic training. If basic trainees are required to attend Guard Mount due to operational requirements, they will be paid for Guard Mounts attended.

Transfer Of Employees To Other Oak Ridge Sites

- A. During periods of high levels of overtime, temporary personnel transfer will be initiated if mutually agreed upon by the Company and Union Officials at the sites involved. Arrangements for temporary transfer will be completely voluntary and coordinated between them.

- B. Employees laid off from any site will have automatic first rights for temporary transfer back to the site from whence they came, including those displaced to other Oak Ridge sites.

- B. Routine transfers will be made for periods of not more than three (3) calendar months. During the entire period of transfer, a Protective Force member(s) transferred into this unit from another unit will continue to be governed by the Labor Agreement in his/her permanent unit and that he/she will suffer no loss in regular pay, benefits,

Company service or seniority as a result of the transfer.

Negotiation

The parties agree to negotiate Y-12, ORNL, and ORPF contracts concurrently (at the same time).

ADMINISTRATIVE UNDERSTANDINGS

Failure to Qualify As Security Police Officer

Employees who fail to qualify as Security Police Officers (SPOs) because of failure to meet necessary standards (physical fitness, medical, firearm) will be reclassified as Security Officers (SOs), subject to the limited availability of SO jobs. Reclassified employees may exercise seniority for available SO jobs. Employees who are reclassified and who have twenty-five (25) or more years of company service will retain their existing hourly rate (red circle) until the top SO rate equals or surpasses their existing rate. Employees who are reclassified to SO and who have less than twenty-five (25) years company service will move to the appropriate wage step in the SO wage schedule.

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

1. The employee will be carried on the payroll for a maximum of 90 days and will be assigned to SO duties commensurate with his or her capabilities.

2. The employee will be referred to the WSI-OR Human Resource Department for possible placement in a job for which he or she is qualified. If the Human Resource Department cannot place the employee in a WSI-OR job within the 90-day period, the employee will be terminated at the end of the 90-day period. If termination is caused by a medical disability, the employee will receive a medical termination with appropriate termination pay.
3. If terminated, the employee will be carried on a preferred hiring list for any WSI-Oak Ridge job for which the employee is qualified and for which the employee can be considered. The employee will be carried on the list for a period of two (2) years from date of termination. This list will be furnished to the Union upon request.
4. If an individual employee feels that the decision to disqualify him or her as a Security Police Officer is incorrect, and such decision is based on medical reasons, the employee may have himself or herself examined by a private physician of his or her choice and may submit the physician's findings to the Contracted Medical Support for evaluation. If the two physicians disagree as to whether the employee's medical condition conforms to the required standard(s), the question shall be submitted to a third physician selected by the two physicians. The medical opinion of the third physician, after examination by him or her of the employee and consultation with the other two physicians, shall be binding. It is understood that the standards imposed by DOE

are not subject to question and will be strictly adhered to.

5. The administration of the above understanding is subject to the grievance procedure and arbitration. The DOE standards referred to in the understanding, however, are not subject to the grievance procedure or arbitration.
6. The only exception to this agreement will be in the case of a SPO who has the seniority to bump a less senior SO. In these situations the more senior SPO will be allowed a grace period of 14 calendar days in order to meet the physical fitness or weapons standard before being required to bump the less senior SO. In no case will a grace period be granted when a SPO has been medically disqualified. If a SPO fails to meet the required standard within the grace period and the SO is bumped from his or her position the SO will receive a 90 day letter. If the more senior employee (or any other SO) re-qualifies and returns to his or her SPO classification, the SO position held by that employee will be eliminated.

Reclassification to SO

A SPO who fails to meet the necessary standards (physical fitness, medical, firearm) on or before his/her yearly anniversary date will be disarmed and reclassified to SO, subject to the limited availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority to displace a less senior SO. When such an employee has insufficient seniority to displace another SO, or no SO

jobs are available to him/her, he/she is subject to the procedures outlined in Items 1-5 above. To clarify/summarize, these actions will be taken under the following circumstances:

- a. SPOs who fail to qualify on or before their anniversary date will be disarmed and reclassified to SO, subject to the limited availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his/her seniority to displace a less senior SO. If the reclassified employee has insufficient seniority to displace another SO, he/she will be issued the 90-day letter.
- b. SPOs who are selected for audit purposes to run and demonstrate their fitness and who fail to pass the audit run or to demonstrate the sufficient level of fitness, will also be disarmed and reclassified to SO, subject to the limited availability of SO jobs. When no SO jobs are available and the reclassified employee has insufficient seniority to displace another SO, he/she will be issued the 90-day letter.
- c. SPOs who fail to qualify on or before their anniversary date because of a missed appointment(s) for a review and run, except when in the opinion of the Company there are unusual extenuating circumstances, will be disarmed and reclassified to SO, subject to the limited availability of SO jobs. When no SO jobs are available and the reclassified employee has insufficient seniority to displace another SO, he/she will be issued the 90-day letter.

- d. SPOs unable to meet firearms/fitness qualification standards within the required time period because of temporary medical/physical disability as certified by a physician will not be immediately disarmed or reclassified to SO. However, once released by his/her attending physician, such SPO will be reclassified to SO, subject to the limited availability of SO jobs. When no SO jobs are available and the reclassified employee has insufficient seniority to displace another SO, he/she will be issued the 90-day letter.
- e. Any SO displaced from a SO job by a more senior SO will be issued a 90-day letter.
- f. Any SO issued a 90-day letter will be referred to the physical fitness staff where he/she will be evaluated and given the opportunity to participate in an exercise program to help the individual re-qualify for a SPO job within the 90-day period. The employee may decide whether or not to participate in the exercise program.
- g. Any SO issued a 90-day letter, if he is medically able, may attempt to re-qualify for a SPO job by passing the physical fitness standards anytime during the 90-day period.
- h. During the semiannual firearms qualification a SPO will be provided two qualifying attempts. SPOs who fail to qualify will be disarmed and placed in a remedial firearms training program as provided in 470.4-3, change 1, Section A, I-5 (4)(d). The employee will also be issued a 90 day

letter or be reclassified as Security Officer (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

- i. SPOs whose re-qualification anniversary date occurs while they are on short-term disability will not be reclassified to SO nor receive a 90-day letter until such time as they are medically released to return to work.
- j. SOs who are issued the 90-day letter but later placed on short-term disability during their 90-day period will have the remainder of their 90-day period suspended until such time as they are medically released to return to work. Once they are returned to work the remainder of their 90-day period that was suspended is re-activated. For example, the employee who had completed 60 days of the 90-day period when placed on short-term disability will have 30 days of the 90-day period remaining when he/she returns to work from disability.
- k. Whenever SPOs are actually reclassified to SO, their pay is immediately reduced to the appropriate step in the SO wage progression.

Transfers into Unit

A SPO from Y-12 or ORNL, who transfers to ORPF, will not be considered a probationary employee for pay purposes, but will be placed in the equivalent step in the wage progression schedule.

A person hired into the ORPF SPO classification who, within the previous five (5) years had been a SPO at Y-12, ORPF, ORNL, or ETTP, will be slotted in the equivalent step in the wage progression. It is understood that such employee is a probationary employee.

Y-12 and ORNL Transfers

The Company agrees to give Protective Force bargaining unit personnel from Y-12 and ORNL, who are on a Reduction in Force (RIF) notice, priority consideration for Protective Force bargaining unit positions prior to hiring from any other bargaining unit or from outside WSI-OR.

Labor Management Cooperation

The Company and the Union will meet to discuss and resolve issues of mutual interest and concern on an as needed basis.

ORPF, Y-12, ORNL, and DOE/NNSA Site-Wide Transfers

A SPO from ORNL, Y-12, or ORPF who transfers or accepts employment at any of the sites mentioned above will not be considered a probationary employee, and will be placed in the equivalent step in the wage progression schedule.

A SPO from any other DOE/NNSA site who transfers or accepts employment at any of the facilities mentioned

above will not be considered a probationary employee for pay purposes only, but will be placed in the equivalent step in the wage progression schedule.

A person hired into the Y-12, ORNL, ORPF SPO classification who, within the previous five (5) years had been a SPO at Y-12, ORPF, ORNL or ETTP, will be slotted in the equivalent step in the wage progression. It is understood that such employee is a probationary employee **and will go to the bottom of the seniority as outlined in Article 6, Section 2 – Seniority Rating.**

Before transferring from another WSI-OR site to fill a vacancy, IGUA Local #3 employees will be given the opportunity to transfer from their present site to the site where the vacancy exists prior to filling the vacancy from outside of IGUA represented sites.

DOE Audit Bonus

A SPO selected for a DOE audit (run/dash and/or weapons qualification) who successfully qualifies on his/her first scheduled attempt will receive a taxable **\$375** lump sum bonus. The bonus will be paid by separate check within two weeks after qualification. No bonus will be paid to a SPO who fails to qualify on his/her first scheduled attempt.

Educational Leave of Absence

The Company will consider applications for a leave of absence for educational purposes. Granting of such leave is subject to Company approval.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be signed by its duly authorized representatives on **August 2, 2012**.

**International Guards
Union of America, Local
No. 3**

WSI Oak Ridge Team

/s/ Randy Lawson

/s/ Shannon Gray

/s/ Chad Wallace

/s/ Sam Meacom

/s/ Willie Randolph

/s/ Leon Lawson

/s/ Steve Gibbs

/s/ Chad Mee

/s/ Gary Brandon

/s/ Angela Miller

/s/ David Conner

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