

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski                      Division of  
Director                                  Wage Determinations

Wage Determination No.: CBA-2005-2729  
Revision No.: 6  
Date Of Last Revision: 3/19/2014

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State: Pennsylvania

Area: Allegheny

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Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Site Security Services.

Collective Bargaining Agreement between contractor: ACTION FACILITIES MANAGEMENT, INC., and union: SPFPA Local 502, effective 2/1/2014 through 1/31/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

# AGREEMENT

Between

**ACTION FACILITIES MANAGEMENT, INC.  
PITTSBURGH, PENNSYLVANIA**

and

**THE SECURITY\*POLICE\*FIRE PROFESSIONALS  
OF AMERICA (SPFPA) LOCAL 502**

Term:  
February 1, 2014  
Through  
January 31, 2015



# AFM

## INDEX

ARTICLE I	PREAMBLE
ARTICLE II	UNION RECOGNITION
ARTICLE III	UNION SECURITY
ARTICLE IV	DUES, CHECK-OFF & AUTHORIZATION FORM
ARTICLE V	NO STRIKES, NO LOCKOUT
ARTICLE VI	MANAGEMENT RIGHTS-
ARTICLE VII	HOURS OF WORK AND CALL IN
ARTICLE VIII	HIRING OF NEW EMPLOYEES
ARTICLE IX	UNION REPRESENTATION
ARTICLE X	UNION BULLETIN BOARD
ARTICLE XI	CLOTHING AND EQUIPMENT
ARTICLE XII	SAFETY
ARTICLE XIII	BARGAINING UNIT WORK
ARTICLE XIV	REDUCTION IN FORCE
ARTICLE XV	SENIORITY
ARTICLE XVI	GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE XVII	NON-DISCRIMINATION
ARTICLE XVIII	VACATIONS
ARTICLE XIX	HOLIDAYS
ARTICLE XX	PERSONAL/ SICK DAYS
ARTICLE XXI	LEAVE OF ABSENCE
ARTICLE XXII	FUNERAL LEAVE
ARTICLE XXIII	JURY DUTY
ARTICLE XXIV	SHIFT DIFFERENTIAL
ARTICLE XXV	WAGES
ARTICLE XXVI	HEALTH AND WELFARE BENEFITS
ARTICLE XXVII	DISCHARGE
ARTICLE XXVIII	LIGHT DUTY ASSIGNMENTS
ARTICLE XXIX	LOCAL ISSUES
ARTICLE XXX	TERM OF AGREEMENT

**THE SECURITY\*POLICE\*FIRE  
PROFESSIONALS OF AMERICA (SPFPA)  
AFFILIATED LOCAL UNION No. 502**

## **AGREEMENT**

### **ARTICLE I - PREAMBLE**

THIS AGREEMENT has been entered into February 28, 2014 effective February 1, 2014 between ACTION FACILITIES MANAGEMENT INC. (AFM) hereinafter referred to as the "Company", and THE INTERNATIONAL UNION SECURITY\*POLICE\*FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502, hereinafter collectively referred to as the "Union".

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this AGREEMENT represent the full and complete understanding and commitment between AFM and SPFPA.

### **ARTICLE II - UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act ("Act") employed by the Company at the U.S. Department of Energy (DoE) National Energy Technology Laboratory (NETL) located in Pittsburgh, Pennsylvania. The agreement excludes all office, clerical, professional employees, as well as all other non-guard /non-security officer employees.

### **ARTICLE III - UNION SECURITY**

All present employees of the Company covered by this agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees of the Company covered by this agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 90th calendar day following the date of execution of this Agreement or date of hire, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the employee on the same basis as to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

The Union shall indemnify the Company and hold harmless the Company from

any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article; and, the Company shall not be required to make any investigation of but shall be entitled to rely on the formal documented representation made by the Union with respect to the discharge of any employee for failure to join the union or to maintain Union membership pursuant to this Article.

#### ARTICLE IV - DUES, CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each employee covered by this Agreement who authorizes and directs the Company to make such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by the provisions therefore.

The Union shall indemnify the Company against and hold harmless the Company from any claims, loss, damages, cost or expense arising out of any wrongful deduction and payment of any amount under the Article. All dues and initiation fees shall be deducted on the first payday of each month and the Company shall transmit to the Union, not later than the 15th day of the month in which the deductions were made, a check for the total amount paid on member's behalf. In the event an employee does not have sufficient earnings due in any pay period to cover the amount of said deductions for that pay period, the Union shall be responsible for securing the dues for that pay period.

Union Dues will be calculated as follows:

Union dues include a one-time initiation fee and monthly dues equal to 2.5 hours of the member's base pay.

#### ARTICLE V - NO STRIKES, NO LOCK-OUTS

Neither the Union nor employee covered by this Agreement shall authorize, encourage or engage in any strike, sympathy strike, stoppage of work, slowdown or other interference with work or with the Company's business during the term of this Agreement. The Company shall not lock-out its employees during the term of this Agreement.

#### ARTICLE VI - MANAGEMENT RIGHTS SECTION

##### SECTION 1.

Subject to the term of this Agreement, including the Grievance and Arbitration provision herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules that do not conflict with the Agreement to assure orderly efficient operation, the determination of employees competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to layoff for lack of work, are rights vested exclusively in the Management of the Company.

## SECTION 2.

Management shall retain the exclusive right to discharge any employee who has been denied access to the premises by any government agency or who has not maintained the necessary security clearance, certificate, or license required by the State, Department or Company.

## SECTION 3.

The above Rights of Management are not all-inclusive, but indicates the type of matters or rights which belong to, and are inherent to, Management.

## SECTION 4.

If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

## ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL-IN

### SECTION:

- 1) For the purposes of this agreement, employees who work less than 33 hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work 33 hours per week, or greater, are considered full-time employees.
- 2) The regular work week for all employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week. The Company week begins on Monday and ends on Sunday. Work is performed as scheduled and accepted to meet the Statement of Work for the contract.
- 3) All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half the employee's base hourly salary. In the event of an emergency, employees may be required to work overtime.
- 4) The Company will attempt to distribute overtime equally among bargaining unit personnel, provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified employees reject the request to perform overtime, the overtime shall be performed by the qualified employee with the least overtime hours worked within the classification, at the Company's discretion.
- 5) The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.

- 6) Employees shall be permitted to switch shifts upon mutual agreement, if such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime. Company approval in such matters shall not be unreasonably withheld.
- 7) Any employee called-in on any of his or her normal days off shall receive a minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.
- 8) When an employee finds it necessary to be absent without having prior approval, he or she shall notify the Security Officer on duty four (4) hours before the beginning of his/her shift. The Security Officer on duty will then contact the Security supervisor.
- 9) Call-in will be distributed by seniority with part-time employees first who will not incur overtime.

#### ARTICLE VIII - HIRING OF NEW EMPLOYEES

The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days and during such probationary period the Company shall be the judge as to whether or not such new employee is qualified to continue in its employ. The Company may discharge such employees for any reason at its discretion. Part-time employees shall be promoted to full-time status based on their site seniority.

Unless the needs of the company would make it impractical to do so, the Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a nondiscriminatory basis to all applicants for employment, regardless of membership in the Union. In hiring of employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

#### ARTICLE IX - UNION REPRESENTATION

The Union's duly authorized agent or representative, provided they have the clearance or facility authorization to enter, shall have the right to visit the premises of the Employer at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose.

The Company shall permit the Union or alternate Steward a reasonable amount of time to handle Union business, provided the steward advised the Company

supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards.

#### ARTICLE X - UNION BULLETIN BOARD

The Union will be provided space on a bulletin board for the purpose of posting Union notices and information, subject to Company approval, which shall not be unreasonably withheld.

#### ARTICLE XI - CLOTHING AND EQUIPMENT

A uniform policy enacted by the Company will control the uniform and appearance standards. Should the company require employees to wear specific attire, they will provide such attire for employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained in good repair.

Excessively worn, torn or damaged clothing or equipment will be reported to a Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion.

Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled-up sleeves, or modifications of any uniform article are allowed. Only black/navy T-shirt is to be worn. Any clothing article that was not issued by the company must be approved by the AFM Corporate Manager prior to wearing.

#### ARTICLE XII - SAFETY

In order to provide safety control for protection to the life and health of employees and prevention of damage to property, supplies and equipment, the Company and the employees shall comply with all applicable safety requirements established by the Company or the Government.

#### ARTICLE XIII - BARGAINING UNIT WORK

Non-Union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit employees are not available to perform the work.

#### ARTICLE XIV - REDUCTION IN FORCE

When it becomes necessary to reduce the working force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the employees shall be recalled in the reverse order in which they were laid off.

When an employee is discharged or laid off, he or she shall be paid by check for

any wages owing at his or her next regular pay period, check will be mailed by registered or certified letter to his or her last known address, at his or her next scheduled payday.

When the Company recalls laid-off employees, it will attempt to contact the employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the employee's last known address. The employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

## ARTICLE XV - SENIORITY

### SECTION 1.

The term "seniority" shall mean the length of continuous service of an employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the employee's skill and ability to perform the work required.

### SECTION 2.

The Union and alternate Steward shall be entitled to top seniority at the facility area, for purpose of layoff and recall, provided they have the requisite skill and ability to perform the remaining work. Refer to the seniority list which will be posted at building 923.

### SECTION 3.

Seniority shall be lost for the following reasons:

- a) Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
- b) Discharge for just cause
- c) Layoffs in excess of two (2) full years
- d) Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the employees last address on record with the Company.
- e) Failure to report to work after three (3) working days absence without notifying the Company prior to, or during, the absence ie. Missing three scheduled work days without notification to the site or Company.
- f) Continuous illness or disability for a period of time in excess of one (1) year.
  - a. Upon the return of any employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the employee to determine whether or not the

employee may return to work in a safe and healthy manner.

- b. In the event that a dispute arises between the employee's doctor and the Company's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedures in Article XVI.

#### SECTION 4.

Seniority shall not commence until an employee has been employed for ninety (90) days, and then the date of seniority shall revert back to date of hire.

#### SECTION 5.

Should an employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the employee has the skill and ability to perform the work required.

#### ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

The parties to this Agreement, in the interest of resolving all disputes arising out of the interpretation or application of this Agreement, have settled upon the following as an exclusive, final and binding procedure for the resolution of all disputes, including complaints or grievances arising out of interpretation or application of this Agreement.

With respect to any dispute, complaint or grievance arising out of the interpretation or application of the Recognition provision of this Agreement, the Union may, at its option, proceed immediately to arbitration. Disputes, complaints or grievances arising out of all other provisions of this Agreement shall be resolved in accordance with the following procedures where applicable. The Company shall not have the right to submit its own grievances to arbitration. At each step, the facts and circumstances, along with any agreed-to actions or settlement, are documented to ensure fair and accurate understanding of the issue. The SPFPA grievance form will suffice as a "detailed report" as required by this Article.

#### STEP 1.

- a) An aggrieved employee (other than probationary employees as defined in Article XV) shall be entitled to utilize the Grievance Procedure. Such employee may arrange to discuss the grievance with their immediate supervisor in the presence of the Union or alternate Steward, within three (3) working days after the incident giving rise to the grievance.

#### STEP 2.

- a) If the grievance is not settled, the specific facts and circumstances must be reduced to writing by the Union and submitted to the senior on-site Company manager or other designated Company representative within five (5) working days of the incident giving rise to the grievance.
- b) The on-site Company manager or other designated Company representative will then meet with the Union, or alternate Steward, and the employee within five (5) working days of the receipt of the grievance to attempt to resolve the matter.

#### STEP 3.

- a) If the grievance is not settled in Step 2, the Union will submit the grievance to the Company Security Division Manager or Company Human Resources Manager within five (5) working days of the Step 2 meeting. The Company Security Division Manager or Company Human Resources Manager will communicate with the Union Business Agent within five (5) working days of the receipt of the grievance to attempt to resolve the matter.

#### STEP 4.

- a) If the grievance is not settled in Step 3, then the Union may, within twenty (20) working days after the final Step 3 meeting, refer the matter to Arbitration.
- b) Such arbitrator shall not have the power to alter this Agreement or any of its terms, in any way. The arbitrator shall be selected and the arbitration conducted under the then-prevailing rules and regulations of the American Arbitration Association. The arbitrator, upon notice to both parties, hears the issues involved. His or her decision shall be submitted in writing and shall be final and binding upon the parties.

In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost. The arbitrator shall not have the authority to consider any grievance involving a discharge under Article VI - Section 2.

The fee of the arbitrator and administrative charges of the American Arbitration Association, shall be borne totally and equally by both parties.

#### ARTICLE XVII - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

#### ARTICLE XVIII - VACATIONS SECTION

- 1) Each employee of the Company shall be entitled to a paid vacation

according to the following schedule. Part-time employees will be entitled to pro-rated vacation hours based on years of service and number of hours actually worked in the previous year.

LENGTH OF SERVICE	VACATION
1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks
30 Years	6 Weeks

- 2) There shall be no carry-over of vacation from year to year. In the event any employee will lose his or her vested unused vacation time under the no carry-over rule the employee will receive pay at their normal base hourly rate in lieu of the vested unused vacation. Employees may cash-out unused vacation during the year.
- 3) Active Duty Military: Employees deployed on active military duty in excess of 90 consecutive days shall not be subject to the loss of any vacation time vested or vested prior to deployment (Article XVIII section 2). Such vacation time will be available for 12 months after return from active duty.
- 4) The length of service shall be construed to mean all service with present Company and Predecessor Company in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Pittsburgh, Pennsylvania.
- 5) Pro-rated vacation
  - a. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death, will receive pro-rated vacation pay calculated on the basis of one twelfth (1/12) for each month of service completed since the prior anniversary date.
  - b. Employees who have taken a leave of absence without pay beyond thirty (30) calendar days, pursuant to Article XX, shall be entitled to a pro-rated vacation for the following vacation year.
- 6) Vacation Scheduling

In order to insure distribution of vacation time the following procedure will be used:

  - a. Starting with the most senior employee and working through the seniority list, each employee will pick 50% of their vacation time.
  - b. Days can be picked randomly throughout the year. (Remember your anniversary date: if you do not get your vacation until November, you cannot pick vacation before November unless you have vacation time remaining from the previous year)
  - c. When a holiday falls during an employee's vacation time, the

employee will be given the holiday off.

- d. Changes in vacation schedule must be approved by the shop steward and submitted to the company for approval two (2) weeks prior to the scheduled vacation. Employees will have three (3) working days to reschedule the days or the days will be assigned.
  - e. When rescheduling, employees cannot pick a day already picked by another employee
  - f. Management will post the canceled days on the bulletin board, located at Building 923, other employees can bid them, and seniority will determine who get the dates posted.
  - g. There will be no changing scheduled vacation days with another employee as this could disrupt the seniority selection system.
  - h. Vacation schedules will be posted on the bulletin board at Building 923 for review.
  - i. In the event of an employee death, any unused vacation will be paid with the last check issued to the employee.
- 7) One (1) vacation day pay for full time employees shall be equal to the compensation the employee receives when the employee works his/her normally scheduled workday. One-week vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workweek.
- 8) Only one (1) bargaining unit employee shall be permitted to take his or her vacation on any single day, unless the company has sufficient staffing to let more than one (1) bargaining unit employee take vacation at a time.

## ARTICLE XIX – HOLIDAYS

### SECTION:

- 1) Full time employees shall receive ten (10) paid holidays per year. Part-time employees shall receive pro-rated holiday pay based on hours worked.

Holidays designated as the Department of Energy National Energy Technology Laboratory holidays:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
Martin Luther King Jr.	Christmas Day (December 25 <sup>th</sup> )

This agreement entitles those employees working December 25<sup>th</sup> to be paid the holiday pay and not the employees working on the government legal day if Christmas falls on a weekend.

- 2) In addition to these listed days, during which the facility is closed, as set forth in the Article:
- a. The Company agrees to pay its employees for any day that the Federal Government declares a holiday and the employees are not able to work due to the closing of the facility, provided the Government reimburses the Company for such wages.
  - b. Holiday pay shall be computed for all employees in the same manner in which vacation pay is calculated as indicated in Article XVIII of this Agreement.
    - i. Employees who work on a holiday shall receive time and one half for the hours worked that day in addition to the holiday pay.
    - ii. Holidays not worked will be paid at straight time wage rates.

## ARTICLE XX - PERSONAL DAYS/SICK DAYS

### SECTION 1:

Full-time bargaining unit employees shall receive five (5) paid personal days and two (2) sick days; Part-time bargaining unit employees shall receive two (2) paid personal days and one (1) sick day per year after one (1) year of continuous site service. The employee shall notify the company four (4) hours prior to the requested Personal Day/ Sick Day except in case of an emergency. Personal Days shall not be utilized as extended vacation or holiday. Personal days will be made available on each employee's one (1) year anniversary date.

### SECTION 2:

Personal and sick days will be available after one (1) year of continuous service, available on each individual's anniversary date.

### SECTION 3:

Employees may "carry-over" unused personal days. This "carry-over" will not exceed the total personal time for any two year period combined.

## ARTICLE XXI - LEAVE OF ABSENCE

A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval of the employee's Supervisor submitted at least fifteen (15) days in advance of expected date of the leave of absence, providing the employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources.

Such leave-of-absence may be extended for good cause shown, upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated

their employment with the Company.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits.

#### ARTICLE XXII - FUNERAL/BEREAVEMENT LEAVE

An employee who has completed his probationary period shall be entitled to a leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled workdays lost in the case of death in his or her immediate family (mother, father, mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, grandparents, legal guardian, husband, wife, daughter, son, grandchildren) provided the leave of absence is taken during the period between the date of death and the day following the burial or other memorial service, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

#### ARTICLE XXIII JURY DUTY

An employee who has completed his or her probationary period and who serves on jury duty shall be compensated by the company in the amount of the difference between his or her regular scheduled workdays lost and the amount received as juror's fees up to a maximum of two (2) weeks. Whenever the employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall advise their supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury duty if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury duty.

#### ARTICLE XXIV - SHIFT DIFFERENTIAL

All bargaining unit employees who are scheduled to commence work on the second and third shifts shall receive a \$0.50 premium for hours worked on those shifts.

#### ARTICLE XXV - WAGES

As of	<u>02/01/14</u>
LIEUTENANT:	\$20.53
SERGEANT:	\$19.76
GUARD II:	\$18.77
NEW HIRES:	\$14.00

New hires pay will increase over a nine (9) month period until it reaches Guard II rate, receiving incremental increases at three (3) month intervals.

#### ARTICLE XXVI - HEALTH AND WELFARE BENEFITS

- 1) The Company shall provide Health and Welfare Benefits for all employees at the rate of \$3.83 per hour up to 40 hours per week. Pay increases will be made once the modification to the contract is approved by the Department of Energy.
- 2) Health and Welfare Benefit:
  - a. Full-time employees are subject to AFM's major medical insurance. If a full-time is employees already covered through alternate, approved health insurance, then the employee is eligible to receive the Health & Welfare benefits as cash-in-lieu-of benefits.
- 3) The Company shall provide part-time employees with \$3.83 per hour worked in lieu of benefits, unless benefits become available.

#### ARTICLE XXVII - DISCHARGE

Notwithstanding Article VI, Section 2, no employee shall be discharged or disciplined except for just cause, provided, however, that the Company shall have the right to discharge for any reason any new employee during the first ninety (90) working days of his or her employment actually worked by the employee. Warning notices that do not involve disciplinary time off shall be voided after six months.

#### ARTICLE XXIII - LIGHT DUTY ASSIGNMENTS

The Company shall make a reasonable accommodation to employees who are disabled. This provision shall not be construed to require the Company to create jobs or work it does not have or to employ persons not capable of performing the available work with reasonable accommodation. The Company shall be permitted to require appropriate medical certification, on a continuing basis, from persons for whom reasonable accommodation has been made. This provision shall take precedence over Article VII to the extent a conflict arises.

#### ARTICLE XXIX - LOCAL ISSUES

Training - All required training or certifications shall be paid for by the Company; however will be the responsibility of the employee to maintain.

ARTICLE XXX - TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st of February 2014, and shall remain in full force and effect up to and including the 31st day of January, 2015.

EXECUTED as of the 28<sup>th</sup> day of February, 2014.

ACTION FACILITIES  
MANAGEMENT, INC.

THE SECURITY\*POLICE\*  
FIRE PROFESSIONALS OF AMERICA  
(SPFPA) LOCAL 502

Diane Lewis Date 2/28/14  
Diane Lewis, President, AFM

Stephen W. Larkin Date 2/28/14  
Stephen W. Larkin,  
International Representative, SPFPA,  
President Local 502

John Duncan Date 2-28-14  
John Duncan, SPFPA Steward

