

COLLECTIVEBARGAINING AGREEMENT

BETWEEN

GOLDEN SVCS, LLC

AND

INTERNATIONAL GUARDS UNION OF AMERICA, LOCAL 150

March 1, 2020 - February 28, 2023

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PREAMBLE

This AGREEMENT is effective this 1ST day of March 1, 2020, is entered into by and between the International Guard Unions of America, Local 150, and/or its successors, hereinafter referred to as the “Union”, for and on behalf of those employees comprising in the bargaining unit defined in Article I Recognition section of this Agreement and Golden SVCS, LLC, and its successors, hereinafter referred to as the “Employer,” as the Security Contractor at the Department of Energy’s (DOE) Headquarters (HQ) facilities. This agreement has as its purpose the promotion of harmonious relations between the Union and the Employer, the establishment of an equitable peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE: 1

TERM AND DURATION

This Agreement shall be in full force and effect on **March 1, 2020** and shall remain in full force and effect until midnight **February 28, 2023** and so on from year to year thereafter unless not later than sixty (60) days prior to the end of the current term and duration, either of the parties hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term and duration.

ARTICLE: 2

ENTIRE AGREEMENT

This Agreement, when executed, shall be deemed to define the wages, hours of work, rates of pay, and other conditions of employment covered hereby for the term thereof; and except by mutual consent, no new or additional issues not included herein or covered hereby shall be subject to negotiations between the Employer and the Union during the term of this Agreement. This, however, does not apply to changes directed by the client. Such changes will be discussed with the Union prior to implementation, if possible. Lastly, this Agreement will not supersede any DOE Order, Policy, or Manual.

ARTICLE: 3

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all its part-time and regular full-time Protective Force, which includes Security Officers, Security Police Officers, Fixed Post Readiness/Security Police Officers, Central Alarm Station Operators/Monitors, Badging Specialists, Senior Badging Specialists, Security Receptionists, Logistic Specialists, and Classified Destruction Facility Operators with respect to pay, hours of work, and other conditions of employment, who are employed by Golden SVCS, LLC, at the DOE Headquarters, Forrestal, Portals III, Germantown facilities. Respectively, excluding all other Employees, clerical, managerial, training instructors, and administrative Employees, and supervisors as defined in the National Labor Relations Act.

This Agreement, effective March 1, 2020, is entered into by and between the International Guards Union of America, Local No. 150 and/or its successors, hereinafter referred to as the "Union," for and on behalf of those employees in comprising the bargaining unit defined in Article I Recognition section of this Agreement and Golden SVCS, LLC, and its successors, hereinafter referred to as the "Employer," as Security Contractor at the DOE Headquarters facilities.

ARTICLE: 4

RIGHTS OF MANAGEMENT

Section 1:

- I. Subject to the limitations of this Agreement, the Company has the right to determine the mission, budget, organization, number of employees, and/or security practices and to determine methods and procedures to be used in performing the assigned work.
- II. Subject to the limitations of this Agreement, the Company has the right to hire, promote, assign, direct, lay-off, retain, discipline, and discharge employees for just cause, to relieve Employees from duty because of lack of work or at DOE's request, (such request should be in writing and have merit as to the reason why the Employee is to be removed unless the client refuses to comply), all of which shall be exclusively vested with the Employer. The Company commits that it will not take any actions intentionally designed to compel or encourage the DOE to preclude or deny access (completing standard reporting processes or procedures consistent with DOE requirements will not be considered actions intentionally designed to compel or encourage the DOE to preclude or deny access); and that unless just cause is established, that it will take all reasonable efforts and steps to work with the Government to lift or remove any terms or circumstances that have resulted in the affected employee being denied access to DOE facilities or otherwise denied the ability to work. In cases where an employee is prohibited by the Government from

working on a site and the Company can't establish just cause termination of employment it will be categorized as a resignation. The right to introduce any new methods and to make such reasonable rules and regulations as may be necessary for the successful operations of the facility involved herein shall be vested exclusively in the Employer.

- III. Subject to the limitations of this Agreement, the Company has the right to assign work, to establish job content, and to implement DOE requirements and published Company performance standards, in coordination with the Union, by which operations shall be conducted.
- IV. Subject to the limitations of this Agreement, the Company has the right to take actions that are necessary for the Company to meet contractual responsibilities to provide security at the DOE Headquarters Facilities.
- V. The Company will negotiate mandatory items of negotiation, with the Union, as outlined under federal laws and mandates.
- VI. This Article will not supersede the terms and conditions of this Agreement.

***The "Agreement" as identified in this Article refers to the entire Bargaining Agreement.

The right to introduce any new methods and to make such reasonable rules and regulations as may be necessary for the successful operations of the facility involved herein shall be vested exclusively in the Employer.

Section 2:

The above rights of management are not inclusive of all 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, is retained by the Employer except those specifically abridged or modified.

Section 3:

Initial and Continued Employment

The Employer has the right to determine an Employee's qualification for employment. The Employer will notify the Union as it receives new requirements and directives prescribed by government agencies which conflict with the terms of this Collective Bargaining Agreement. Although any implementation of such requirements or directives cannot be delayed, the Union shall be allowed, if it so requests, to bargain the impact of the implementation of such requirements or directives affecting terms and working conditions of employment.

ARTICLE: 5

FAIR EMPLOYMENT PRACTICES

Section 1:

Neither the Employer nor the Union shall discriminate against any Employee on the basis of age, disability, equal pay/compensation, genetic information, harassment, national origin, pregnancy, race/color, religion, sex, sexual orientation, union activity or veteran status. Nor shall the Employer retaliate against any Employee that participates in a discriminatory complaint against individuals employed by the Company.

All allegations of workplace harassment/discrimination will be investigated per established policies and procedures by the Employer and standards established by the United States (U.S.) Equal Employment Opportunity Commission (EEOC).

ARTICLE: 6

CONFLICT WITH STATE AND/OR FEDERAL LAW

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

ARTICLE: 7

MEMBERSHIP

Section 1:

Definition

- A. All Employees who are members of the Union on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment. All Employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.
- B. All Employees hired after this effective day of this Agreement shall within thirty-one (31) days after successful completion of BSPOT Certification, become members or agency fee payers as a condition of continued employment for the duration of this

Agreement.

- C. Employees meet the requirement of being members in good standing of the Union within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees and dues, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).
- D. Upon notice from the Union, Employees who fail to pay such dues or agency fees shall be given thirty (30) days' notice of removal from that project by the Employer.
- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article or in reliance on any list, notice, or assignment furnished under any of these provisions.

Section 2:

Dues Deduction

The Employer shall deduct such union dues or agency fees each pay day from the pay of all Employees covered by this Agreement who provide individually signed Union Authorization form with the exception of the third (3rd) pay period in qualified months. The Employer shall tender such deductions to the Union by the fifteenth (15th) calendar day of the following month. The Employer shall also provide, on a monthly basis, the name, the identification number and job

classification of each Employee and the amount of dues or agency fees deducted to date from January 1st of each year.

Section 3:

Labor-Management Meeting

The parties shall hold regularly scheduled quarterly meetings to exchange information, and concerning security operational needs, potential changes affecting personnel, and employee concerns. At a minimum two members of the senior management team will represent the Employer to include the General Manager or his designee. At a minimum two members of the Executive Board will represent the Union, to include the local President or his designee. Additional meetings can be held upon request. The Party requesting such meetings shall do so in writing to the General Manager (or designee) or to the President (or designee). All meetings shall be preceded by an agenda of issues to be discussed and list of representatives attending. Representatives from the Union will be from the Executive Board and will not involve general membership that want to address specific issues. The Parties shall work together to establish the time and location of the meeting.

ARTICLE: 8

UNION REPRESENTATION

Section 1:

The Union may be permitted access to the Employer's office at either facility at a mutually agreeable time upon prior notification to the Employer, subject to DOE's security restrictions in effect, for the sole purpose of considering matters covered by this Agreement.

Section 2:

Stewards or Executive Board designee (when a Steward is unavailable) will be relieved at Management's discretion from post and allowed up to two (2) unpaid hours per week to conduct Union Business on their respective shifts and affected site locations. Nothing in this section precludes a Steward (or Executive Board designee) from using additional time as approved by supervision.

Union Stewards or Executive Board designee shall be paid to attend sanctioned or approved meetings, which is the direct result of an employee facing a PCA or grievance. The Steward or Executive Board designee shall be allotted one (1) hour prior to the meeting.

ARTICLE: 9

UNION STEWARDS

Section 1:

The Employer agrees to recognize a steward system consisting, at a minimum, of one (1) appointed steward from each shift at each site. A steward shall be an Employee of the Employer, a member of the Union, and selected by the Union. The Union will provide the Employer with a list of the names of the shift stewards and will update the list as needed quarterly. Furthermore, the Employer agrees to recognize, at a minimum, one (1) steward from the Badging Specialist Classification at each site. The Employer and the Union agree to meet at any time to ensure that there is an agreeable amount of stewards to represent the membership.

Section 2:

A Steward or an Executive Board member (when a Steward is unavailable) shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business and address grievances without the approval of the General Manager or his designee. When so approved, the Steward (or designee) shall immediately notify the shift supervisor upon returning to his/her duty assignment. The Steward (or designee) shall not abuse the office of steward, and shall perform steward duties as expeditiously as possible within a reasonable amount of time. The primary duty of the steward shall be his or her assigned security duty and steward duties shall be considered secondary.

ARTICLE: 10

PROBATIONARY PERIOD

Section 1:

Any new hire Employee shall be deemed to be on probation for a period of ninety (90) calendar days worked on the site upon completion of new hire training to include Basic Security Police Officer Training (BSPOT) and on the job training (OJT). After the Employee worked such period, the Employee shall gain seniority status and the Employee's seniority date shall revert to the date of successful BSPOT completion. During the probationary period the Employee will receive a 30-60-90 day evaluation. Upon completion or during the evaluation period the Employee will receive a written notification from the Employer regarding retention or termination. The Employee may be discharged without recourse through the grievance and arbitration procedures; however, no Employee shall be discharged in violation of federal and/or state law. The Employee's probation may be extended by the Employer for the same number of day(s) missed during said period.

Section 2:

Any Employee assigned to a different job classification covered by this Agreement shall be on probationary status for ninety (90) days in the new classification. Should the Employee fail to meet the requirements of the new position, he/she will have the opportunity to return to their prior classification if it is available. They may be placed in a position that is considered open by the Company that they are immediately qualified for. Employment opportunities will be created in accordance to Article 22, Section 1.

ARTICLE: 11

UNIFORMS

Section 1:

The Employer will, at no cost to the Employee, provide all necessary uniforms and equipment. The Employer has sole jurisdiction regarding style, quantity, etc., of all uniforms and equipment issued to Protective Force Employees. Employees shall only be permitted to wear and carry the uniform pieces and equipment as issued by the Employer. Security Receptionist will receive a semi-annual stipend to cover the cost of their uniform items per Appendix 1.

Section 2:

All uniforms remain the property of the Employer, and should be replaced when worn out on a one for one basis (at no cost to the Employee). The Employee shall pay for uniform/equipment items that are lost or destroyed by the Employee. Upon termination, resignation or retirement all uniforms and equipment issued by the Employer shall be returned cleaned. The Employer may withhold out of the final pay check the documented replacement cost of any Employer property not returned,

until the items are returned by the employee, at which time the employee will be paid the equivalent sums.

UNIFORM CLEANING ALLOWANCE

Section 3:

The Employer shall provide a uniform allowance for Part-Time and Full-Time Protective Force Officers per Appendix 1, "Uniform Cleaning Allowance". The Uniform Cleaning Allowance shall be based on hours worked up to forty (40) hours per week. All Employees covered under this agreement shall receive the Uniform Cleaning Allowance on a bi-weekly cycle.

Section 4:

The Employer shall provide a uniform allowance for Full-Time Logistic Specialists, Classified Destruction Facility Operators, and Receptionists, per Appendix 1, "Uniform Allowance". The Uniform Allowance shall be based on hours worked up to forty (40) hours per week. All Employees covered under this agreement shall receive the Uniform Allowance on a bi-weekly cycle.

ARTICLE: 12

SENIORITY

Section 1:

Seniority shall be defined as the length of time the Employee has been with the Employer and/or has been engaged continuously on this site by a predecessor Employer engaged in providing similar services at this site for benefits. The Employer will maintain the seniority roster and provide the Union with an updated list on a semi-annual basis. The Union will be responsible for accuracy of the updated lists and posting the list on the Union bulletin board. Employees who disagree with their seniority date must notify the General Manager within thirty (30) days of posting. Any

disagreements as to an Employee's seniority shall be resolved as quickly as possible between the Union President (or designee) and the General Manager.

Section 2:

Seniority for new hire Employees will be determined by their class ranking highest to lowest (highest ranking having the highest seniority and lowest ranking having the lowest). When two or more Employees have the same ranking, Seniority will be determined by the highest last four digits of the Social Security number.

Section 3:

An Employee who accepts a position with the Employer not covered by this agreement shall continue to accrue seniority and/or be able to return to the bargaining unit without loss of seniority or job classification (providing work is available) or ninety (90) calendar days from the date officially occupying such non-bargaining unit position.

Section 4:

An Employee who accepts a non-union position with the Employer and remains beyond ninety (90) calendar days shall not continue to accrue seniority from the date of separation from the Collective Bargaining Unit. If the Employee returns to the Collective Bargaining Unit (pending available openings/classifications), he or she has the opportunity to have their seniority restored to the amount of time worked as a dues paying member. This will result in an adjustment to the seniority date to reflect time granted.

If an employee voluntarily quits or resigns his/her employment and is rehired within 90 days, and if the Union returns the Employee's seniority he/she held prior to departure, the Employer will honor previous hire date for benefits purpose

Section 5:

If Employees employment is terminated then seniority is terminated effective the date of termination.

Section 6:

Seniority will continue to accrue during a layoff and for approved Leaves of Absence.

Section 7:

- A. An optional yearly shift bid may be conducted, subject to simple majority vote at each site. The implementation date will be mutually agreed upon between the Union and the Employer. All Employees are afforded the opportunity to “bid” on all available positions at either location under this Agreement.
- B. All shift openings, job classification openings, and site vacancies will be posted for bid by the Employer four (4) weeks prior to BSPOT completion. Openings will be awarded to the individual signing the posting that meets the qualifications or can meet the qualifications within the probationary period having the highest seniority rating. In the event of a tie, the Employee with the highest overall Bargaining Unit seniority will prevail.
- C. Short-term vacancies, open for less than 30 days will be filled using the agreed upon Overtime Policy.
- D. Long-term vacancies, open for longer than 30-days will be filled by:
 - 1. volunteers from the restricted duty list who are immediately qualified, in order of seniority

2. if there are no volunteers from the restricted duty list who are immediately qualified, the long-term vacancy would be offered to all bargaining unit members who qualify, with the most senior qualified employee who bids being awarded the vacancy
 3. follow CBA overtime guidelines if there are no volunteers
- E. In the event of a permanent open post or vacancy, due to the development of a new bargaining unit position, a promotion, termination, or resignation or other development; the opening shall be posted for seven (7) calendar days. The position will be awarded to the most senior qualified employee in accordance with the Seniority roster. Employees that are awarded a posted position will be transitioned to their new schedule/shift within two weeks unless more time is reasonably required to decrease the impact to operations. These vacancies that are not *voluntarily* filled through a bid will be temporarily filled by the least senior immediately qualified employee until the position is filled through the voluntary bid process or a new hire.
- F. Employees awarded a permanently posted position must work their new schedule/shift for six months before being eligible to enter into a shift change agreement that exceeds 30 days. Request for exceptions to this must be presented to the Union President or his/her designee to be negotiated with and approved by the Director or Operations or his/her designee.

ARTICLE: 13

HOURS OF WORK/OVERTIME

Section 1:

The normal pay week shall commence at 0001 on Monday and end @ 168 hours thereafter. The normal workday shall commence at the start of an Employee's shift and extend for a period of twenty-four (24) hours. The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified hours of work or pay per week. The hours of work for Employees shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control. The Employer shall determine the length of the Employees' shifts, which may include more than eight (8) hours in a shift.

Section 2:

All work performed in excess of forty (40) hours in a work week shall be compensated at one and one half (1 ½) times the Employee's straight time rate of pay.

Section 3:

An Employee injured during working hours shall receive the remainder of the shift off without loss of pay, providing the Employee consults Physical Protection Medical Director (PPMD) and a doctor confirms in writing that said injury would keep the Employee from being able to perform their normal security duties for the rest of the day. If PPMD is not available Employee must seek medical assistance from their Primary Care Physician (PCP) or emergency medical assistance. Employer and Employees shall be governed by the applicable Worker's Compensation Laws.

Section 4:

The parties recognize that it is necessary for the Employees to work overtime. Nothing herein shall constitute or permit the pyramiding of overtime or overtime pay. Except, all hours an Employee is paid to work on their regularly scheduled shift at the holiday pay rate will be used in the calculation of 40 hours in a work week. The distribution of overtime will be in accordance to the Overtime Procedure that has been mutually prepared by the Employer and the Union.

ARTICLE: 14

SHIFT CHANGE

Shift Change Agreement

Employees may trade shifts, days off and /or post prior to the start of the shift with prior approval from the respective supervisors which approval will not be withheld absent legitimate operations based reasons, including, for example, post rotation, provided that no additional overtime is incurred. All requests for trading shifts or days off will be requested in writing and approved by all parties involved. Denial of requests are not subject to the grievance and arbitration process. All employees that trade shift or days off must have equal or greater qualifications needed for the particular post they are manning.

ARTICLE: 15

CALL-IN AND REPORTING PAY

Section 1:

Employees are required to report to work at their scheduled reporting times. An Employee shall notify the on-duty shift supervisor at least three (3) hours in advance of Employee's scheduled reporting time if the Employee will be unable to report to work. The three (3) hour reporting time

shall be waived in case of emergency and the Employee shall be responsible to provide proof thereof.

Section 2:

An Employee, called into work prior to his scheduled shift, will still be entitled to work his scheduled hours of work. An Employee who is called into work on a day not regularly scheduled will be guaranteed a minimum of four (4) hours of work or pay. If the Employee volunteers to leave prior to the completion of the four (4) hours, he will be paid for only the time worked. An Employee that reports to work and is subsequently sent home due to lack of work, will be entitled to the minimum four (4) hours payment.

Section 3:

If the Government is closed for a full day due to inclement weather, HQ personnel scheduled to work that day shall be paid for their regularly scheduled hours that day. Employees who are working in the capacity of essential personnel shall be paid one and one half (1 ½) times their regular wages for all hours worked on said day. Overtime will be pyramided so that in all cases employees who work in the capacity of essential personnel shall receive the full benefit of overtime pay for each hour worked on a full day closed due to inclement weather.

ARTICLE 16

WAGES

Section 1:

Wages - See APPENDIX 1

Section 2:

Shift Premiums

Shift differential rate pay increases will be done in accordance with APPENDIX 1 for personnel who work at the Forrestal and Portals facilities between 1900 hours until 0700 hours and the Germantown facility between 1830 hours and 0630 hours. This will apply to hours worked (not including shift change or Additional Service Hours).

Section 3:

Dual Certification Central Alarm Station (CAS)

Dual Certification Rate/Duty:

FPRS/SPO and BRS

Under this agreement an Employee classified as a Fixed Post Readiness Standard (FPRS)/Security Police Officer (SPO) or Basic Readiness Standard (BRS), that maintains Dual Certification (SPO and CAS), shall receive a rate of \$0.56 per hour, in addition to his/her normal hourly wage when scheduled and working in the CAS.

SO

Under this agreement an Employee classified as Security Officer (SO), that maintains Dual Certification (SO and CAS), shall receive the Central Alarm Station (CAS) hourly wage when scheduled to work in the CAS.

ARTICLE: 17

401(k) PLAN

All full time Employees may participate on a voluntary basis in the Employer's 401(k) Plan. The Employer will match each Employee's contribution up to the annual maximums outlined below:

- **Effective March 18, 2020 six percent and one half (6.5%) of salary**
- **Effective March 18, 2021 seven (7.0%) of salary**

Employees will be vested in said Plan based upon the terms and conditions of said Plan. No provision of said Plan is subject to the provision of Article 16 of this agreement.

ARTICLE: 18

TUITION REIMBURSEMENT

Tuition Reimbursement

Financial assistance in an amount not to exceed **\$2,000** dollars per calendar year will be provided to eligible Employees who, while still employed full time, and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges. Tuition reimbursement will be based on a graded basis (A= 100% paid up to **\$2,000**; B = 90% paid up to **\$2,000**; C = 80% paid up to **\$2,000**; D and below = no reimbursement).

ARTICLE: 19

ATTENDANCE BONUS

Attendance Bonus

Each full-time Employee who achieves perfect attendance for a specified six (6) month period will be awarded an attendance bonus of three hundred dollars (\$300.00).

ARTICLE: 20

HOLIDAYS

Section 1:

The Employer shall grant to all Employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day) and such other holidays as may be implemented by the federal government.

New Year's Day

Veteran's Day

President's Day

Labor Day

Martin Luther King Day

Columbus Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

In order for an Employee to be entitled to one of the above-listed holidays, he/she must have worked their last scheduled workday prior to and their first scheduled workday after the holiday(s). Employees scheduled to work on the day of the holiday must work their scheduled work day unless arrangements are made and approved in writing by the Supervisor. The Employer agrees to review on a case-by-case basis employees that are absent due to inclement weather.

Inauguration will be treated same as Government closure due to inclement weather.

Section 2:

If an Employee works a holiday, the Employee shall be paid eight (8) hours straight time holiday pay and one and one-half (1 ½) times the Employee's straight-time rate for the hours worked. If you are scheduled to work on a Holiday (A, B, C, and D shifts) and granted leave, you will be allowed to use your 12 hours of vacation to cover your scheduled workday in addition to the 8

hours of Holiday pay if you chose. Protective Force Personnel who are scheduled to work on any of the above Holidays and fail to report, except for authorized leave, will not receive Holiday pay allowance.

Section 3:

Holiday pay shall be equal to eight (8) hours of the Employee's straight-time rate of pay at his/her regular job classification. Employees scheduled to work more than eight (8) hours and are off due to the federal holiday, shall be afforded the opportunity to make up the difference in hours lost by the use of the following:

- Annual Leave/Sick Leave as available.
- Employee(s) who will lose hours due to the Holiday, may have the opportunity to make up the hours missed, prior to using the overtime procedure.

Section 4:

Part-time Holiday Pay – Part time employees not schedule to work will not receive Holiday Pay. Part time employees must work to receive Holiday Pay.

Section 5:

The Office of Personnel Management (OPM) will be the guiding source for notifications of facility closures, early departures, and/or late arrivals. Upon approval by the GM and/or DOE each event will be handled and compensated in accordance with the language in PF506 (General Leave Policy).

ARTICLE: 21

VACATION, SICK AND OTHER LEAVE

Vacation Leave

Section 1:

Each Employee who has been continuously employed for one (1) year shall receive 80 hours of paid vacation.

Section 2:

Each Employee who has been continuously employed for five (5) years shall receive 120 hours of paid vacation.

Section 3:

Each Employee who has been continuously employed for ten (10) years shall receive 160 hours of paid vacation.

Section 4:

Each Employee who has been continuously employed for fifteen (15) years shall receive 180 hours of paid vacation.

Section 5:

Employees shall be eligible for vacation on the one (1) year anniversary of their date of hire with the Employer at this site and/or predecessor. Employees will be eligible for vacation and must work a total of eighteen hundred (1800) hours or more on their anniversary year. Employees reaching their anniversary date, but working less than eighteen hundred (1800) hours and part time, will receive a proration of their entitled vacation for each week of vacation to which they are eligible.

In addition to the language above, in the event of extenuating circumstances the Employer may, at its sole discretion allow newly hired Employees who have successfully completed their 90 day probationary period to borrow in advance and use up to 40 hours of their first years allotted 80 hours of vacation. If any Employee borrows and uses any of this time it will be deducted from his or her 1st year anniversary vacation balance. This request will be subject to management's approval and will not be subject to the grievance or arbitration process. Management will have the right to request reasonable information with respect to the extenuating circumstances. If an Employee borrows from his or her vacation within the first year, and subsequently does not continue employment to the first year anniversary date, the Employer will deduct the amount of borrowed vacation time from the Employee's final pay.

Section 6:

Carryover of Vacation

Employees must request, within 30 days of their anniversary date, to be paid out for their unused vacation hours remaining prior to the Employee's anniversary date. Employees may carry over up to forty (40) hours of existing vacation hours balance (hours on the books prior to the Employee's anniversary date) into the next year. The hours carried over will be added to the vacation hours accrued at the Employee's employment anniversary date. The carry-over hours will be available for use during the year prior to the Employee's next anniversary date.

Process

At the beginning of each calendar month, the Employer will notify Employees who have anniversaries within the upcoming 30 days. The notification will advise employees of their options. All employees will have the option to cash-out their vacation hours but must maintain a

balance of 40 hours of leave. The Leave Request Form (written election) will be submitted in writing within two (2) weeks of notification. If the Employer does not receive the Employee's election within the required two (2) weeks, the Employee will automatically be paid for the vacation balance.

Section 7:

Vacation requests

- Employees are to provide a two (2) week (14 calendar days) notice of their requested vacation days.
- All vacations will be awarded on a first-come, first-served basis. If multiple requests are submitted on the same day, the most Senior Officer will have priority.
- Protective Force Personnel must have the time on the books at the time the vacation is to be used.
- Vacation requests will be approved or disapproved within one (1) week (7 calendar days) of being submitted.
- 10% of the workforce for any particular shift (day shift will be inclusive of Headquarters) will be granted leave. However, the Employer may increase that number at their discretion.
- Rescind Approved Vacation Request: Employees will notify the Employer within three (3) days prior to the approved vacation period.
- Emergency leave will be granted on a case-by-case basis.

Sick Leave

Section 8:

All Employees shall accrue sick pay as follows:

0-5 years employed	4.67 hours per month to a maximum of 56 hours per year.
5-10 years employed	5.0 hours per month to a maximum of 60 hours per year.
10 years and beyond	6.67 hours per month to a maximum of 80 hours per year.

Section 9:

In order to receive compensation for sick days, an Employee must notify the on-duty shift supervisor or designee prior to the commencement of the scheduled shift that the Employee will be unable to work due to sickness. However, Employees are expected to notify the Employer as soon as he is aware of the illness unless circumstances prevent.

Section 10:

Employees are entitled to receive a pay out of earned but unused sick pay in excess of forty (40) hours at their anniversary. Employees must request said pay out within a thirty (30) day period immediately preceding their anniversary date. If no request is made, employees will automatically be paid out for sick hours on the books in excess of 112 hours.

Section 11:

Upon termination employees are not entitled to payout of sick leave.

Funeral Leave

Section 12:

For the purpose of this section, the term “immediate family” shall be defined as, and limited to, the following: spouse, children, stepchildren, brothers, sisters, parents, stepparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, spouse’s grandparents, 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.

Section 13:

When a death occurs in an Employee's immediate family, the Employer 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, not to exceed one day after the funeral, if the funeral is less than 350 miles from 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. The Employer may require proof of death and/or deceased's relationship to the Employee.

Section 14:

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 scheduled days off and holidays. The Employee will only be paid for scheduled work days missed; therefore, if weekend days are part of the consecutive five (5) days, the Employee will not be paid for these days unless normally scheduled to work the affected weekend days. 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.

Section 15:

If a death occurs in an Employee's immediate family while he/she is on vacation, he/she should promptly notify an Employee supervisor. The Employee will be permitted to cancel only those whole days of vacation remaining after notification to an Employer 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 shifts, the Employee will be compensated for the remaining hours of the shift if the Employee chooses to go home.

Section 16:

In the case of a death in the immediate family as referred to above, a regular part-time Employee requiring a leave of absence from his regularly scheduled work assignment for the purposes of arranging for and attending the funeral will be granted a one (1) day leave of absence without pay.

Section 17:

Mitigating circumstances may be considered by the Employer to approve Leave of Absence for the purpose of arranging for and attending the funeral of an immediate family member as referred to above without pay.

Other Types of Leave

Section 18:

Non-probationary full-time Employees shall be eligible for the following unpaid Leaves of Absence in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and the Employee receiving the leave.

Military Leave - Leaves of Absence for the performance of duty with the U.S. Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law. The Employer

will make up the difference from that which military leave pays during annual training not to exceed 80 hours per year. Employee must present the earnings from the Military training.

Union Business - Accredited Union Officers shall be granted a reasonable number of leaves of absence without pay, not exceeding ten (10) calendar days annually, to attend conventions or other pertinent business of the Union. It is agreed that fifteen (15) calendar days' notice of such leaves of absence will be given, except in emergencies, and that no more than two (2) Employees per facility 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 with permission of the Employer.

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 if there is an opening or seniority status allows the Employee to bump a less senior Employee who could then be laid off. The Employee must report 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/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 one hundred percent (100%) of the Group Insurance premiums at least monthly in advance.

Family and Medical Leave - Leave will be granted in accordance with applicable law. For consistency purposes, Maryland employees will be granted sixteen (16) weeks of leave as stated in

the District of Columbia law. All other applicable state and federal FMLA laws apply based on the state of employment.

Emergency Leave - An unpaid leave of absence, not to exceed one (1) month, may be granted under emergency conditions at the sole discretion of the Employer. The Employer agrees to review requests for extensions on a case-by-case basis.

Jury Duty - An Employee summoned to serve on a jury on a scheduled workday shall receive compensation as set forth herein; however, compensation shall not exceed the comparable amount of wages for a scheduled day's work, to a maximum of forty (40) hours per week.

If an Employee is summoned to serve on the jury on his regular scheduled workday, Employee shall be paid the difference between the amount received for jury duty and the Employee's straight-time rate of pay.

In order to be eligible for this compensation, the Employee shall furnish to the Employer a written statement from the Clerk of Courts showing their attendance in Court as having responded to said Summons and the amounts received for jury duty.

Section 19:

Unpaid Leave/Return

Employees returning from unpaid leave of absence shall notify the Employer in writing (via letter or email) as soon as possible in advance of the intended date of return to work. The Employer shall attempt to return the Employee to the status and shift the Employee worked before the leave of absence. Re-employment opportunities will be created in accordance with the provisions of Articles 12 & 22

Section 20:

In cases where Employees have been granted leave without pay by the Employer, or are otherwise absent with permission for such reasons as sickness or injury because of reasons beyond their control, there would not be a break in service, within the limitations in Section One above.

The circumstances of each situation shall be evaluated on the merits inherent to said incident.

LEAVE DONATION PROGRAM

The Leave Donation Program is for Collective Bargaining Members to donate leave to assist members who are on Emergency or Medical Leave, and have exhausted all available paid leave.

Guidelines:

Donation amounts. Donors can contribute available leave to any member of the bargaining unit in need of such a contribution.

Recipient amounts. Based on the qualified leave event, recipients may receive a minimum of 8 to maximum of 40 hours, per calendar year.

Value of Donated Leave. Leave will always be valued at the donor's rate of pay, so that there is no financial impact for the Company. Donation transaction will be computed at time of use. There is no banking of donated leave.

ARTICLE: 22

LAYOFFS

Section 1:

In the event of a layoff, due to a reduction in scope of work or downsizing in work force, Employees shall be laid off as follows:

1. Probationary Employees

2. Part-time Employees

3. Full-time Employees

Probationary Employees are not automatically eligible for rehire and shall not accrue seniority while on layoff. Both part-time and full-time shall be laid off according to their respective seniority status on the seniority list. Those Employees who remain must be immediately capable of performing all the work that is required of their position and have the demonstrated ability to report for work as scheduled.

Section 2:

Layoff Allowance Schedule

Layoff allowance pay for an employee terminated on account of reduction in force or medical termination as determined by the PPMD in accordance with 10CFR1046 permanent disqualifications shall be in accordance with the following schedule:

<u>Employer 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 5 years	1 week (or 40 hours)
5 years to 11 years	2 weeks (or 80 hours)
11 years or more	3 weeks (or 120 hours)

Section 3:

Non-probationary Employees shall be laid off by seniority and shall be subject to recall by seniority in the event of a vacancy.

Section 4:

The Employer shall make every effort to give at least two (2) weeks' notice of a layoff to the affected Employees.

Section 5:

In cases where an Employee must be permanently removed from their current position that Employee may "bump out" (replace) a less senior employee. In order for a Senior Employee to "bump out" another less senior employee, he/she has to demonstrate immediate qualifications for position to be filled (i.e., LSPTs). Employees to be bumped will follow the same order and qualification requirements as stated in Article 22, Section 1.

Section 6:

Employees who are on layoffs or leaves of absence are required to arrange for and pay the necessary premiums in order to continue coverage.

ARTICLE: 23

GRIEVANCE

For the purpose of this Agreement, the word "grievance" shall mean any dispute between the Employer and the Union, and/or between the Employer and any Employee as to the specific meaning, application, or interpretation of the provisions of this agreement.

Probationary Employees shall have no rights under the Arbitration procedures.

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

Employee Representation – In any instance where it is reasonable to expect disciplinary action could occur from any discussion between management and an Employee, the Supervisor will provide the Employee with the opportunity for Union representation. If the Employee so desires, they may decline such representation by informing the Union or its designee.

Section 1:

Positive Corrective Actions taken on an Employee may be subject to the Grievance Process if the content is believed to be an act of retaliation, unfair practices, and/or unwarranted disciplinary actions.

Step 1 – Any Employee or group of Employees having a grievance that does not relate to a discharge, suspension or a grievance seeking the payment of any money, which grievances shall be initiated at Step 3, shall first take the matter up with his/her Union Steward, who shall attempt to adjust the matter with the Employee's Shift Supervisor.

Unless settlement is reached the grievance will be reduced to writing on a mutually agreed form within five (5) business days. The Shift Supervisor will respond in writing within four (4) days after receipt of the written grievance. If after receiving the Supervisor written response and there is no resolution, the grievance may be elevated to Step 2.

Step 2 – If the grievance has not been settled in Step 1, the grievance shall be referred to the Chief Steward or his/her designee and the Facility Commander or his/her designee who will jointly schedule a Step 2 meeting. Such meeting shall be held within ten (10) days after being requested.

If either party desires, the aggrieved Employee, the steward, or the supervisor may be present. The Facility Commander or his/her designee answer shall be given within seven (7) 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 General Manager or his/her designee and Union.

The General Manager or his/her designee shall schedule a meeting in order to reach a possible settlement in a meeting between the Union Grievance Committee comprised of up to three (3) members and the General Manager or his designee. Such meeting shall be held within seven (7) days from receipt of the grievance. General Manager or his/her designee 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 24.

A grievance contesting a suspension or discharge, or any grievance seeking monetary relief, may be initiated in Step 3 of the Grievance Procedure.

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

Step 4 - Time Limits - Any grievance not taken up with the Employee's supervision within ten (10) days after the occurrence of the incident complained of cannot be processed through the grievance procedure. With the exception of filing for Arbitration, a grievance will be considered settled if the decision of the Employer is not appealed to the next higher step in the above procedure within five (5) days after a decision has been rendered by the Employer. 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 right 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. In the event the issuing supervisor is not immediately available another supervisor, or his/her designee may be used. Extensions may be agreed upon in writing by mutual consent.

ARTICLE: 24

ARBITRATION PROCEDURES

Section 1:

The Union shall file a request with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of the final response from the Employer. Its request for arbitration will be for a seven (7) person panel from the FMCS National List of Arbitrators who are qualified and willing to act as arbitrators. The Union and the Employer, provided such nominated persons are acceptable, shall eliminate six (6) of the persons so nominated by each alternately with the each Party taking turns going first. The remaining nominee shall be considered to have been selected by agreement of the parties and shall become sole arbitrator.

Notwithstanding the foregoing, if either party finds the panel of seven (7) persons unsatisfactory, such party may request a new panel of seven (7) persons. The process shall not be repeated more than once.

Section 2:

The arbitration when filed with the FMCS shall be handled in accordance with the "Voluntary Rules of Labor Arbitration."

Section 3:

The arbitrator's authority shall be limited to finding a direct violation of the express purpose of the contract provision or provisions in question other than an implied or indirect purpose. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this contract nor substitute his judgment for that of management. In matters other than discharge, the arbitrator is afforded greater discretion in determining whether the contract terms have been followed.

Section 4:

The arbitrator shall have no power to alter and/or change wage rates and/or wage scales.

Section 5:

The decision of the arbitrator shall be issued in writing as promptly as possible. The arbitrator's decision shall be final and binding upon the Employer, the Union and the grievant.

Section 6:

It is the specific intention of the parties that the grievance and arbitration procedures set forth herein are the exclusive mechanism for the resolution of grievances, disputes, disagreements or claims made under or related to this agreement. Likewise, all statutory claims, issues, demands or disputes arising under any state or federal law including, but not limited to Title 7 of the 1964 Human Rights Act, may be arbitrated under the provisions set forth herein as the sole remedy.

This does not preclude an Employee from filing a charge with the EEOC or applicable state agency.

Section 7:

All awards of back wages for Employees who are terminated for just cause shall be limited to the amount the Employee would have otherwise earned from Employee's employment with the

Employer.

Section 8:

Unless the parties agree in writing, the arbitrator shall hear only one (1) grievance at a time.

Section 9:

Compensation of the arbitrator and associated expenses, incidental to the arbitration shall be shared equally by the parties. Each party shall bear the expenses they incur in the preparation and presentation of their case. Any costs associated with the location of the arbitration shall be shared equally as well. Provided a Party can offer a room with no charge for arbitration within 20 miles of the DOE, the objecting Party shall pay for the room at a mutually accepted location.

ARTICLE: 25

NO STRIKE OR LOCKOUTS

Section 1:

During the term of this agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any Employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, work stoppage, slowdown, boycott, sit-down, sit-in, or other interruption with the Employer's work or the business of the Employer, or any impeding of business of the Employer, regardless of whether there is a claim by the Union of breach of this agreement, or of Federal, State, or Local Law by the Employer. Any Employee or Employees who violate the provisions of this article will be subject to disciplinary action.

Section 2:

During the term of this Agreement, the Employer will not lock out the Employees.

ARTICLE: 26

HEALTH AND SAFETY

Section 1:

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

Section 2:

The Employer 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 Employer in maintaining these conditions.

Section 4:

All Employees shall be required to conform to the rules and procedures concerning safety rules and regulations that may be issued from time-to-time by the Employer as a condition of continued employment.

Section 5:

The Union shall establish a Safety Representative, and provide the name of the Representative to the Employer. The Employer recognizes and fully supports the Safety Representative as an important mechanism in the integration of environment, safety, and health into the operations of the Protective Force. The Employer Safety Specialist and the Union Safety Representative are encouraged to inspect the workplace on a routine basis. The Safety Representative is encouraged to, when possible, to participate with the Employer during the investigation of work-

related injuries and illnesses, Employee concerns, and vehicle and firearms incidents.

Section 6:

Occupational accident, injury, and illness records shall be kept and maintained by the Employer in accordance to OSHA standards.

Section 7:

The Employer through their Workers Compensation Insurance Provider shall provide medical service and facilities for the proper treatment of cases resulting from injury or illness obtained while working for the Employer. Copies of the report of the medical findings made by the Employer's medical service or reports of outside medical services used by the Employer shall be available on request to the Employee. The confidentiality of medical results shall be respected.

Section 8:

The Employer will continue to recognize and support the Union appointed Safety Representative.

Section 9:

No Employee who, in good faith, believes that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that there is risk of death or serious injury, shall be required to continue work on that job until its safety is evaluated. This must be reported to the Employee's immediate supervisor.

Section 10:

Employees shall be provided with safety instructions to assure that assigned duties may be performed safely. Employees shall be informed of the potential hazards if 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 Employer will be made available to the Employee upon request.

Section 11:

The Employer 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 12:

If an Employee sustains an injury or occupational disease covered under Worker's Compensation Act and approved by the Workers Compensation Insurer, the Employee shall be examined and treated at no cost to the Employee, including specialty care as directed by the DOE Designated Physician.

- A. If the DOE Designated Physician directs special care, the Employer shall provide pertinent information to the examining physician.
- B. For each examination under this paragraph, the DOE Designated Physician 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 Personal Protection Equipment (PPE).
- 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 on a written authorization signed by the Employee to the DOE Designated Physician.

Section 13:

When the Employer is required to investigate accidents in which a bargaining unit Employee has been injured, the Union safety representative, if available, will accompany the Management or his designee.

Section 14:

Protective Force 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: 27

EXAMINATIONS

Section 1:

When the Employer requires the Employee to take a physical, physical fitness assessment, and/or psychological examination, the Employer shall bear the cost of the examination(s). An Employee required to undergo such examinations shall be compensated for the time to undergo the examination or a minimum of four (4) hours at his/her straight time rate; whichever is greater. Employees will not be required to punch out if sent during a work shift, and will be compensated for two (2) hours if sent following their completion of a work shift, to complete random drug screens. Employees who missed scheduled appointments will be subject to PCA. Employees will

not be sent for random drug screens unless they are at work or following the completion of a work shift

Section 2:

When an Employee is under a doctor's care and the Employer requires a medical release before the Employee returns to work, the cost of securing such release shall be borne by the Employee. However, should the Employer require a second opinion related to Employee's ability to work or require a medical examination because of excessive absences, the cost of such examinations shall be borne by the Employer and the exam shall be completed by a doctor of the Employer's choice.

Section 3:

When an Employee falls under 10CFR 1046 Medical Fitness and Training Standards, they must be cleared by the DOE Designated Physician prior to returning to duty. After the Employer is notified that the Employee is cleared by the DOE Designated Physician; management will inform the Employee when to return to duty. If the employee was disqualified due to a non-work related injury/illness and has additional qualifications to meet prior to returning to work, the employer agrees to devote resources to returning the employee to full duty as quickly as possible but is not responsible for compensation outside of actual hours worked.

Section 4:

When Employees require additional monitoring under the Physical Fitness Assessment Program they will be compensated only for time spent and verified by the Human Resources Department through DOE Designated Physician.

ARTICLE: 28

HEALTH & WELFARE

The Employer shall contribute to the provision of Employee Health and Welfare plans and programs. The Employer will establish a series of benefits plans/programs and these programs must comply with applicable laws and regulations, specifically those of the Affordable Care Act (ACA).

There are two options in which to participate in the Health and Welfare program.

1. Electing Medical Insurance
2. Electing Health and Welfare Credit in lieu of medical insurance

Section 1: Electing Medical Insurance

Each Employee at hire or open enrollment may elect to participate in the Employer's Medical Insurance Plans and pay a percentage of premiums for elected benefits (Medical, STD, LTD, life, Vision, Dental).

If electing the PPO Plan, the Employee shall pay 20% and the Company shall pay 80% of the premiums of all elected benefits.

If electing High Deductible Plan, The Employee shall pay 17.5% and the Company shall pay 82.5%. of the premiums of all elected benefits.

It is understood that the employee and the company will share in any future increases at the percentages outlined above.

An Employee may enroll, terminate or change his/her participation in any of the benefit plans elected only during open enrollment or within 30 days of a qualifying life event.

The Employer at its own discretion and with notification to Union Executive Board may make

reasonable changes to the policies, to include but not limited to carriers, plans, coverage, deductibles, co-pays, and maximum out of pocket limits in order to control costs for the employee and the company. Notification and an opportunity to discuss and review the changes will be provide to the Union at least 30 days before the changes will go into effect. Currently enrolled employees will be informed of changes during open enrollment and the changes will be implemented at the time of corresponding policy renewal.

Section 2: Electing Health and Welfare Credit in Lieu of Medical Insurance

In order to elect Health and Welfare credit in lieu of Medical Insurance the Employee must show evidence of active participation in another group Medical plan. through either another employer, their spouse's employer, military benefits, union or other similar qualified "group plan". Evidence of participation will be provided by the Employee by providing a current group insurance card for the Employer to make a copy of and retain in the Employer's company files. Employees may only change this election during open enrollment or within 30 days of a qualifying life event.

Employees who elect health and welfare credit in lieu of Medical Insurance will have the amounts identified in Appendix A equal to the base hours worked (not to exceed 40) per week paid as taxable wages or, in the alternative, diverted to the Company 401k plan as an employer contribution (for clarification purposes, any sums diverted herein from the health and welfare credit would be in addition to, and not in place of, Employer matching contributions as specified in Article 17).

1. If diverting the credit to 401 (k) the employee must divert 100% of the credit earned.

- Employees immediately eligible for Health and Welfare credit based upon their current benefit elections must make the election to divert within 30 days of CBA signing and can only change the election during open enrollment.
- Employees not immediately eligible for the Health and Welfare credit can only make elections to participate during open enrollment or within 30 days of a qualifying life event. At that time the employee must make the election to divert the funds to 401(k).
- New hire employees must make the election to divert to 401 (k) within 30 days of hire or during open enrollment.

Employees who elect health and welfare in lieu of Medical insurance may elect benefits other than medical at 100% employee cost (STD, LTD, Life, Dental, Vision).

ARTICLE 29

BULLETIN BOARDS

Section 1:

The Union shall provide one (1) bulletin board with a lock and key for exclusive Union business at each facility. A key will be provided to the Employer, and the Employer reserves the right to review bulletin board notices for compliance. Such bulletin board and location must meet the approval of the client.

Section 2:

Bulletin notices shall be restricted to the following:

- A. Notices of Elections
- B. Notices of Meetings

- C. Notices of Recreational and Social functions
- D. Notices of Appointments and Results of Elections
- E. Any other notices as requested by the Union's Local President and in keeping with the client's Standards.
- F. Seniority Lists

ARTICLE 30

GENERAL PROVISIONS

Section 1:

Notices

The Union and the Employer shall keep each other advised in writing of the names of its authorized representatives.

Section 2:

Gender

Pronouns of either gender used in this agreement are equally applicable to the masculine and the feminine gender.

Section 3:

Supervisors

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 instruction, directing, unexpected absences or other emergencies, sudden increases in duties or assignments and other temporary circumstances which do not justify calling in a bargaining unit member.

Section 4:

Lockers

The Employer shall utilize its best efforts to obtain space and provide lockers for its Employees subject to approval by the DOE.

Section 5:

Outposts

Employees shall not be required to remain continuously at an outside post in inclement weather without proper shelter, relief, or clothing for a period of more than one hour, except in case of emergency.

Section 6:

Post Rotation

Lunch and personal breaks shall be granted on a fair and equitable basis. When a personal break is requested, every attempt will be made to answer the request as soon as possible within mission requirements. Each security officer will be allowed two (2) personal fifteen (15) minute breaks during scheduled shift and one (1) thirty (30) minute break for lunch, with pay, within the capabilities of the mission requirements. Officers will be allowed an additional fifteen (15) minute personal break for each additional four (4) hours worked within the post rotation, with pay, within the capabilities of the mission requirements. During lunch and personal breaks all officers are to maintain a response posture. Sleeping while on break or lunch is not permitted and all officers must maintain readiness.

Section 7:

Personnel Records

The Employer shall maintain employee records (personnel, medical, disciplinary) and shall make such records available to the Employee within three (3) business days of written request. Such review may be done while the administrative office is open. The Employee shall have the opportunity to have his or her rebuttal to internal and/or external complaints placed in their file. Copies of disciplinary records will be provided to Employees upon request.

Section 8:

Employee Address and Telephone Number

It shall be the responsibility of the Employee to ensure that the address and telephone number maintained by the Employer is current.

Section 9

Date of Hire

The day that the Employee began his/her on the job training with the Employer and was paid for his time.

Section 10:

Issues relevant to items covered by this agreement will not be subject of discussion by Employees with members of the DOE or its representatives, nor other contractor Employees at this site.

Section 11:

No Employee shall be disciplined, suspended, or discharged without just cause. The Union and the Employee(s) involved shall be notified in writing of all disciplinary action taken against members of the bargaining unit. The Employer further agrees to notify the Union of all on-going

investigations. Each reprimand shall be expunged after one (1) year if there are no new similar occurrences within said one (1) year.

Section 12:

Pay periods shall be established as biweekly and payable on Friday through direct deposit as a condition of employment and continued employment, all Employees shall maintain Direct Deposit of their bi-weekly paycheck into a financial institution of their choosing. Employees' paychecks being in error shall be corrected by the Employer

Employees with payroll discrepancies must complete a payroll discrepancy form, which must be signed by the Employee and their Supervisor (or designee). To ensure that discrepancies are processed in a timely manner the Employee must attach a copy of the timesheet and a copy of their paystub to support the pay discrepancy. All discrepancies will be paid via direct deposit.

If a pay discrepancy is the result of Employer error and values greater than \$150.00, the Employee can request a special payroll, if experiencing a financial hardship, within three (3) days of the pay date in error. All other pay discrepancies will be paid within the following payroll.

Section 13:

Qualification/Re-qualification

As a condition of employment and continued employment, an Employee must be able to meet the physical, mental, training and security clearance requirements necessary for an Employee's labor category. Additionally, the Employee must retain all certification qualification licenses (including Driver's License if applicable) and continued Government approval. An Employee who fails to re-qualify or to retain the above license certifications, etc., necessary for continued employment will be subject to termination

under this Agreement based on the Employees Seniority (refer to Article 22, Section 5). An Employee who fails to inform his/her Employer of a change and or loss of certification(s), qualifications, or license (including: Driver's License) will be subject to termination. Terminations for reasons stated above will not be subject to arbitration.

Range Re-qualification

Armed Employees shall demonstrate on a semi-annual basis their continued proficiency with firearms. Firearms re-qualification training will be conducted in accordance with applicable DOE directives.

Physical Fitness Re-qualification

Physical fitness re-qualification training will be conducted in accordance with applicable DOE directives/statutes.

Section 14:

The parties understand that the Employer is a service organization contracted to provide for the security needs of the client. As such DOE Orders and directives of client will not be infringed or impaired.

Section 15:

Time off to Vote

Employees will be given time off to vote commensurate with voting times and instructions for the jurisdiction in which they will cast their vote.

Section 16:

Transfers

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

represented facilities will not be considered a probationary Employee for pay purposes only, but will be placed in the equivalent step in the wage progression schedule. IGUA represented Employees will be given his/her seniority ahead of non-IGUA 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.

Section 17:

Non Disability Absence

In the event an employee encounters a situation where they are unable to meet their position qualifications to perform work and their reason is not categorized as FMLA/Disability Absence, the employee will have 90 days in an unpaid leave status per 12 month rolling period (beginning on the first day the employee is absent from work) to resolve such issues. (Employees may use sick and vacation if they have balances) If the employee is unable to resolve said issues in that 90 day period, their employment may be terminated.

Disability Absences

An employee who is disabled and unable to work will receive employer service credit for the period of his/her short-term, long term, and/or occupational disability approved by the employer's insurance for an additional 8 weeks beyond FMLA (if applicable). Once an employee has exhausted all of his/her FMLA (if qualified) and Service Credit Disability leave, they have up to 12-months from the date of injury to return, with full seniority intact.

If a SPO is disqualified as result of a site-approved training for or attempting to meet a physical readiness standard qualification or site approved training for security and emergency response, the employee may apply for medical removal benefits provided there is a written medical opinion that

supports their disqualification from the PPMD. This benefit is payable to the employee for a maximum of one year from the date of the initial PPMD's written determination regarding the same basis for the disqualification. The employer will maintain the SPO's total base pay (OT not included), seniority, and other site-specific worker rights and benefits as if the worker had not been removed. Payment for this benefit must be approved in accordance with 10CFR1046.

Section 18:

Employee Work Related Injury

If an employee is injured on the job, the following programs are provided:

- A. The Medical Removal Protection (MRP) benefits per 10 CFR 1046 will be offered after the PPMD (currently Dr. Takhar) determines in a written medical opinion that the SPO is disqualified from service, and that the disqualification was caused by a site-approved training (Physical Fitness) for or attempting to meet a physical readiness standard qualification, or site-approved training for security and emergency response (e.g., participating in force-on-force exercises for training, inspection, or validation purposes).
- B. The Officer will be required to fully cooperate in the PPMD's review, including providing all requested documentation from treating physicians.
- C. If the PPMD approves MRP benefits, GSL will continue the SPO's base pay and fringe benefits. All employee premiums for elected benefits, 401k, appropriate taxes, and garnishments will be deducted in accordance with normal payroll practices.
- D. Any funds provided to a SPO under Medical Removal Protection will be reduced dollar for dollar by any other PF related pay or monetary benefit for associated lost

earnings, including those received from Workers' Compensation.

- i. If Workers' Compensation benefits are provided retroactively, the SPO will be required to reimburse GSL to the extent the SPO is compensated for lost earnings for the same period that the medical removal protection benefits are received. Depending upon the circumstances, GSL may require the SPO to enter into a promissory note and/or a repayment agreement.

A. MRP benefits will cease upon the following events, whichever occurs first:

- i. The disposition of the employee's Workers' Compensation claim;
 - ii. Recovery by the officer; or
 - iii. One year from the date the removal protection began.
- Workers Compensation –The Employer will process all on the job injuries through their Workers Compensation Insurance Provider. The employee will be sent to the PPMD for final determination on their return to work status. If the employee is not cleared to return to work in their full status as a result of the injury, a Workers Compensation Claim will be submitted by the Employer. Once the insurer has made their determination to either accept or deny the claim the employee will be notified. If accepted the employee will be paid 66 2/3% of their compensation (tax free).
 - The employer will allocate resources to ensure employees receive required training and/or qualification attempts in order to return to full duty.

Non Work related Injury

- Short Term Disability (STD) - Employees who are enrolled in this benefit are entitled to

receive 66.67% of their weekly compensation up to \$2500/wk for a maximum of 26 weeks. Employees are responsible to ensure all paperwork is properly completed and signed by the appropriate physician(s). STD is applicable to non-work related injuries or illnesses. Employees must be off work for at least 7 days to apply for this benefit. Employees have the option to use sick and/or vacation leave to cover the first 7 nonpaid days at their discretion. On the 8th consecutive day of absence STD benefits will be payable to the employee. Employees must complete and submit through the Employer all of the required forms to apply for this benefit. Payout of this benefit must be approved by the insurer.

- Long Term Disability (LTD) - Employees who are enrolled in this benefit may apply after 180 days from the last day of work. Employees are responsible to ensure all paperwork is properly completed and signed by the appropriate physician(s). Employees are entitled to 60% of their monthly compensation up to the later of age 65 or social security/normal retirement age. Payout of this benefit must be approved by the insurer.
- FMLA – If approved, the Employer will provide 16 weeks of non-paid job protection to all employees. Employees must request and be approved for FMLA.
- The employer will allocate resources to ensure employees receive required training and/or qualification attempts in order to return to full duty.

Section 19:

Company Travel

- A. When an Employee is scheduled for Employer travel the Employee's schedule will be adjusted in order to allow sufficient time prior to and after Employer travel involving an overnight stay.

- B. The Employer will provide a company vehicle for Employees to use for voluntary travel from all facilities to FLETC or Quantico for the completion of authorized training. (Firearms qualifications, firearms proficiency, tactical training and SPOTC). Personnel who are on duty will be paid hours equal to those scheduled plus additional training hours.

Section 20:

Training Equipment

When engaging in Company direct training, bargaining unit employees need only to report to such sessions with equipment and gear specific to the scheduled training.

APPENDIX 1:

UNIFORM CLEANING ALLOWANCE

EFFECTIVE 3/18/2020	EFFECTIVE 3/18/2021	EFFECTIVE 3/18/2022
\$0.85	\$0.90	\$0.95

STIPEND FOR RECEPTIONIST*

EFFECTIVE 3/18/2020	EFFECTIVE 3/18/2021	EFFECTIVE 3/18/2022
\$700	\$800	\$900

***The above is an annual amount to be divided into two (2) equal payments and paid semi-annually.**

HEALTH & WELFARE*

EFFECTIVE 3/18/2020	EFFECTIVE 3/18/2021	EFFECTIVE 3/18/2022
\$4.50	SCA Published	SCA

EMPLOYEES WHO UTILIZE COMPANY HEALTH INSURANCE RECEIVE SAME CONTRIBUTIONS AND BENEFIT OPTIONS AS EMPLOYEES HIRED ON OR BEFORE 3-1-16. EMPLOYEES HIRED AFTER 3-1-16 WHO OPT FOR CASH PAYMENTS OF H&W WILL RECEIVE THE FOLLOWING AMOUNTS PER HOUR:

EFFECTIVE 3/18/2020	EFFECTIVE 3/18/2021	EFFECTIVE 3/18/2022
\$2.00	\$3.00	\$4.50

***Applied in accordance with Article 28.**

SHIFT DIFFERENTIAL*

EFFECTIVE 3/18/2020	EFFECTIVE 3/18/2021	EFFECTIVE 3/18/2022
\$0.55	\$0.55	\$0.55

***This amount will remain fixed for the duration of this contract. It will be applied in accordance with Article 16.**

APPENDIX 1:


WAGES

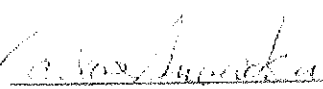
CLASSIFICATION	CURRENT WAGE	EFFECTIVE 3/18/20 (3.25% increase)	EFFECTIVE 3/18/21 (3.0% increase)	EFFECTIVE 3/18/22 (3.0% increase)
CAS OPERATOR/MONITOR	\$32.33	\$33.38	\$34.38	\$35.41
SPO I (Q cleared)	\$33.58	\$34.67	\$35.71	\$36.78
SPO I (L cleared)	\$32.33	\$33.38	\$34.38	\$35.41
FPRS	\$32.33	\$33.38	\$34.38	\$35.41
SO/BSPOT	\$30.13	\$31.11	\$32.04	\$33.00
SECURITY RECEPTIONIST	\$26.89	\$27.76	\$28.60	\$29.45
LOGISTICS SPECIALIST	\$34.93	\$36.07	\$37.15	\$38.26
CLASSIFIED DESTRUCTION FACILITY OPERATOR	\$31.06	\$32.07	\$33.03	\$34.02
SR. BADGE SPECIALIST	\$36.37	\$37.55	\$38.68	\$39.84
BADGE SPECIALIST	\$33.19	\$34.27	\$35.30	\$36.36

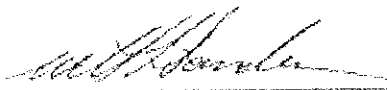
IN WITNESS THEREOF, the parties caused this Agreement to be duly signed by their duly authorized representatives this 29th day of April, 2020 for the Contract at DOE - HQ.

GOLDEN SVCS, LLC


INTERNATIONAL GUARDS UNION
OF AMERICA, LOCAL 150

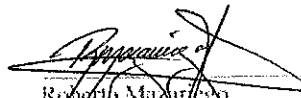

Michelle Kyker
Vice-President
Date 4/28/2020


Carlos Snowden
IGUA
Date 4/28/2020


Williams Sanders
Vice-President
Date


Thaddeus Fitch
IGUA
Date 4/28/2020


Hector Aragon
General Manager
Date 4/28/2020


Roberto Mazon
IGUA
Date 4/28/2020