2015 Labor Agreement
between
Mission Support Alliance, LLC
and
Hanford Guards Union
Local 21
Affiliate of International Guards Union of America
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PREAMBLE

THIS AGREEMENT is entered into this 27TH day of, January 2016, by and between MISSION SUPPORT ALLIANCE, LLC, hereinafter referred to as the "Company," and the HANFORD GUARDS UNION (HGU), Local 21 of The International Guards Union of America, hereinafter referred to as the "Union," and is applicable to work done under the Mission Support Contract (MSC), under Prime Contract DE-AC06-96RL14728, as amended, which includes security services for the River Corridor Contract (formerly the River Protection Project, RPP) and the Hanford Vit Plant (once the plant becomes operational/past construction) by the workforce defined in Article I of the Collective Bargaining Agreement.

MSA, LLC managing contractor of the Hanford Patrol will also adhere to this Collective Bargaining Agreement.
ARTICLE I - RECOGNITION

1. The Company agrees to recognize the Union as the sole and exclusive collective bargaining agency as to rates of pay, hours of work and other conditions of employment for all Security Police Officers (SPOs) employed by MSA LLC at Richland, Washington as derived through National Labor Relations Board certification No.19-RC-691 by which the Union is designated as exclusive collective bargaining representative, but excluding all other employees and supervisors.

2. This Agreement will be binding upon the parties hereto, their successors, and assigns.

3. In the event that MSA LLC does not continue to retain all or some part of the present responsibilities of the Patrol functions and such responsibility is assumed by the United States Government, by a wholly owned Government Corporation, or by a State or Political Subdivision thereof such as a County, District or Municipality, it is understood and agreed that this Agreement will not be binding upon said successor of MSA LLC.

ARTICLE II - RESPONSIBILITY

1. The parties recognize that under this Agreement each of them has responsibilities for the welfare and security of the Security Police Officers (SPOs).

   A. The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.

   B. Subject only to any express limitations stated in this Agreement, or in any other Agreement between the Company and the Union, the Company retains the exclusive right to manage its business and to direct the working force, including (but not limited to) the right to plan, direct and control operations; to schedule and assign work to employees; to make or to buy; * to subcontract work; to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, lay off, transfer, promote or relieve employees from duties and to maintain order and to suspend, demote, discipline and discharge employees for just cause.

2. None of the above rights will be exercised by management in contravention of the terms of this Agreement, or any other Agreement with the Union.

3. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Union or the Company, as the case may be, will promptly take such affirmative action as is within their power to correct and terminate such violation.

   *See Article VIII, Section 12.
ARTICLE III - UNION SECURITY

1. PAYMENT OF AGENCY FEE OR MEMBERSHIP DUES AS A CONDITION OF EMPLOYMENT

A. All Security Police Officers (SPOs) in the bargaining unit must, as a condition of employment, either be a member of the Hanford Guards Union and pay union dues, or pay an agency fee to such Union, but not both, as set forth below:

1) All SPOs who are not members of the Hanford Guards Union must, as a condition of employment, while on the active payroll, pay to such Union an agency fee equal in amount to the monthly membership dues of such Union, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit after the effective date of this Section. SPOs entering the bargaining unit without seniority who do not become members of such Union, or having become do not remain members, must, as a condition of employment, while on the active payroll, pay such fee to such Union, commencing the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit after the effective date of this Section. SPOs who have accumulated thirty (30) days continuous service in the bargaining unit or who are rehired with seniority or transferred with seniority into the bargaining unit, who do not become members of such Union, or having become do not remain members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing with the calendar month following the month of such entry into the bargaining unit.

2) SPOs who are members of the Union will pay membership dues to such Union, as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a Union member. SPOs who become members of the Union will pay membership dues (including initiation fees, if any) to the Union as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a Union member; provided that in no event will the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the Union.

B. No SPOs will be required to pay, as a condition of employment, any union membership dues or agency fee covering any period during which the SPO was not in the bargaining unit or was not on the Company's active payroll.

C. Any SPO required to pay an agency fee, membership dues, or initiation fee as a condition of employment who fails to tender the agency fee, initiation fee, or periodic dues uniformly required, will be notified in writing of their delinquency. A copy of such communication will be mailed by the Union to the Director, Labor Relations not later than fifteen (15) days prior to a request that the Company take final action on a delinquency.
2. DUES DEDUCTIONS

The Company will deduct union membership dues (including initiation fee, if any) from the wages of SPOs upon the following conditions and at the times and in the manner hereinafter provided.

A. For SPOs who sign individual authorization forms, as described below, the Company will in accordance with such authorization, deduct from the earnings payable to such SPOs, union dues (including initiation fee, if any) and promptly remit same to the Union.

B. Subject to applicable law, any such authorization will be revocable by the individual employee as described in the form of authorization agreed to by the parties.

C. Deductions will only be made from the wages of SPOs who have executed and delivered to the Company a written authorization in the following form:

   Date __________________
DUES DEDUCTION - AUTHORIZATION AND ASSIGNMENT

To: Mission Support Alliance LLC

I hereby authorize you to deduct (including my initiation fee if I have not yet paid such fee and the Union so certifies hereon) from my earnings payable on the first payday of each month (but if these earnings have been advanced or are insufficient to cover the deduction or if for any other reason the deduction is not made on the first payday in any month, the Company is then hereby authorized to make such deduction from my earnings payable on subsequent paydays) such sum as shall have been certified by the Hanford Guards Union as owed by me, to the Union as and for membership dues (and/or initiation fee, if any -- first month only), and to pay the same to said Union.

This authorization and assignment may be revoked by giving written notice to the Company and the Union by registered or certified letter at least ten (10) but not more than twenty (20) days prior to the last day of any yearly period of the collective bargaining contract applicable to my employment, such revocation to become effective as of the first day of the calendar month following the end of such yearly period; provided, however, that if I have submitted an agency fee deduction authorization of later date, such later authorization supersedes this authorization. If not so revoked or superseded, it shall thereafter be considered automatically renewed and extended year to year thereafter for periods not to exceed one (1) year each, unless canceled by such written notice prior to the last day of the currently effective yearly period.

Effective Date ____________________ Payroll No. ______________

Social Security No. ______________ Signature ____________________

I certify that the above individual has not paid his initiation fees in the amount of $__________

HANFORD GUARDS UNION, LOCAL 21

By ______________________________

D. Indemnity Agreement: The Union will indemnify and save the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of union membership dues and/or initiation fees, as herein defined.

3. AGENCY FEE DEDUCTIONS

The Company will deduct agency fees from the wages of SPOs upon the following conditions and at the times and in the manner hereinafter provided.

A. For SPOs who sign individual authorization forms, as described below, the Company will, in accordance with such authorization, deduct agency fees from the earnings payable to such SPOs, and promptly remit same to the Union.

B. Subject to applicable law, any such authorization will be revocable by the individual SPO as described in the form of authorization agreed to by the parties.
C. Deductions will only be made from the wages of SPOs who have executed and delivered to the Company a written authorization in the following form:

Date: ________________

AGENCY FEE PAYROLL DEDUCTION

AUTHORIZATION AND ASSIGNMENT

To: Mission Support Alliance LLC

I hereby authorize you to deduct from my earnings payable on the first payday of each month (but if these earnings have been advanced or are insufficient to cover the deduction of it for any other reason the deduction is not made on the first payday in any month, the Company is then hereby authorized to make such deduction from my earnings payable on subsequent paydays), as a service charge toward the representation of the undersigned employee and the administration of the current collective bargaining agreement applicable to my employment, an agency fee equal to the amount that has been certified by the Hanford Guards Union as regular monthly dues for a member of the Union, and to pay the same to said Union.

This authorization and assignment will be effective and irrevocable for a period of one (1) year from the effective date of the collective bargaining agreement or until the termination date of the collective bargaining agreement applicable to my employment, whichever occurs sooner, provided that it may be revoked at the end of said periods by giving written notice to both the Company and the Union by registered or certified letter at least ten (10) but not more than twenty (20) days prior to the last day of such periods; and provided further that if I have submitted a dues deduction authorization of later date, such later authorization supersedes this authorization. If not so revoked or superseded, it shall thereafter be considered automatically renewed and extended year to year thereafter for periods not to exceed one (1) year each, unless canceled by such a written notice prior to the last day of the then currently effective yearly period.

Effective Date ___________________ Payroll No. ____________

Social Security No. _______________ Signature __________________

D. Indemnity Agreement: The Union will indemnify and save the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of union agency fees as herein defined, or in complying with this agency shop provision.

4. REMITTANCE AND STATEMENT TO THE UNION

The Company will furnish to the Union the following data:

On or before the fifteenth (15th) day of each month:

1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday of the month.
2) The total amount of agency fees deducted from the earnings payable on the first payday of the month; and

3) The name and payroll number, and amount contributed by each SPO from whose wages such deductions were made, including an indication of whether each amount deducted constituted union dues or an agency fee.

4) The Company will, at the same time, forward to the Union its checks covering the amounts shown under items 1) and 2) above.

ARTICLE IV - DISCRIMINATION

1. The Company will not discriminate against or coerce the Security Police Officers (SPOs) covered by this Agreement because of affiliated membership in or activity in behalf of the Union, nor will it attempt to discourage membership in the Union or encourage membership in any other Union by such SPOs.

2. The Union agrees that neither its officers nor its affiliated membership will intimidate or coerce SPOs.

3. In compliance and conformity with applicable employment discrimination law, it is the policy of MSA LLC and the Hanford Guards Union not to discriminate against any employee.

4. Whenever the pronoun “he”, “his”, “him” or “they” appears in this Agreement, it is intended to apply to both male and female.
ARTICLE V - JOB DEFINITION AND QUALIFICATIONS

GENERAL

1. The Company will determine a SPOs (SPO I, SPO II or SPO III) qualifications for initial employment, and for continued employment, except as otherwise limited by this Agreement, except for the determination of medical qualifications and mental standards under 10 CFR Part 1046, which will be made by the Occupational Medical Service Provider (OMSP). If required by DOE orders, determination of suitability for receiving and maintaining a DOE "Q" clearance and Human Reliability Program (HRP) access will be made by the DOE in accordance with their regulations.

2. SPOs (SPO I, SPO II or SPO III) will meet initially and continue to meet the required standards and qualifications as set forth in the Code of Federal Regulations, 10 CFR Part 1046 (Security Skills Training and Qualifications Standards for Protective Force Personnel), or as hereafter revised.

3. SPOs (SPO I, SPO II or SPO III) will not be scheduled to perform work which normally falls within the jurisdiction of other crafts, except in the case of emergency; nor will employees in other crafts be scheduled to perform work which normally falls within the job definition of SPO, except in the case of emergency.

4. Except in the case of an emergency, supervisory personnel will not do non-supervisory work. This will not prevent such supervisory personnel from performing necessary functions of instruction or from operating equipment. The parties agree that SPO qualified exempt personnel may be utilized to provide temporary personal relief for restroom breaks to SPOs when normal relief is not available from bargaining unit personnel.

Prior to staffing a bargaining unit position with supervisory or exempt personnel, the Company will make two (2) attempts to contact off-duty, available SPOs, then notify the Business Agent or the President of the Union.

5. While the job responsibility of the SPO is recognized by both the Company and the Union, it is further acknowledged that emergencies may arise, temporary or otherwise, that require the patrol force to be supplemented by additional personnel, either civilian or military.

6. It is not the intent of the Company to change the Company standards for the SPO II-Cs and III-Cs as described in HNF-PRO-1292 Patrol Policies, Procedures and Training. If, in the future, the Company wishes to make changes to those standards, it will meet with the Union to discuss the changes prior to implementation.

PART I – CLASSIFICATIONS

1. The SPOs covered by this Agreement will be classified as follows:

   Security Police Officer I
   Security Police Officer II-C (Company Standards)
   Security Police Officer II-D (Department of Energy Standards)
   Security Police Officer III-C (Company Standards)
   Security Police Officer III-D (Department of Energy Standards)
A. Classifications

A Security Police Officer I, is a uniformed SPO who is employed for and charged with, the protection of classified matter, Special Nuclear Material (SNM), or other Government property and who is authorized under Section 161k of the Atomic Energy Act of 1954, as amended or other statutory authority to carry firearms and to make arrests without warrant. The SPO I will meet the physical fitness standards (Basic Readiness Standard) as defined in 10 CFR Part 1046. Additionally, they will meet the weapons and training standards defined in the DOE Order 473.3, "Protection Program Operations" or hereafter revised.

A Security Police Officer II-C is a uniformed Security Police Officer who meets all SPO I requirements and the higher physical fitness standards (Advanced Readiness Standard), as defined in 10 CFR Part 1046. Additionally, the SPO II-C will meet the higher standards for fitness, weapons and training as outlined in the Protective Force Matrix which is included. An SPO II-C may be assigned to a tactical assignment.

A Security Police Officer II-D is a uniformed Security Police Officer who meets all SPO I requirements and the higher physical fitness standards (Advanced Readiness Standard), as defined in 10 CFR Part 1046. Additionally, they meet the weapons and training standards defined in the DOE Order 473.3, "Protection Program Operations" or as hereafter revised. An SPO II-D may be assigned to a tactical assignment.

A Security Police Officer III-C is a uniformed Security Police Officer who meets all SPO II requirements and the higher physical fitness standards (Advanced Readiness Standard), as defined in 10 CFR Part 1046. Additionally, the SPO III-C will meet higher standards for fitness, weapons and training requirements as outlined in the Protective Force Matrix which is included. An SPO III-C may be assigned to a tactical assignment.

A Security Police Officer III-D is a uniformed Security Police Officer who meets all SPO II requirements and the higher physical fitness standards (Advanced Readiness Standard), as defined in 10 CFR Part 1046. Additionally, they meet the weapons and training standards defined in the DOE Order 473.3, "Protection Program Operations" or as hereafter revised. An SPO III-D may be assigned to a tactical assignment.

If an oral board, for any of the above classifications, to include K-9, is necessary, the HGU Business Agent or their delegate will be an observer at all oral boards.

B. Duties

SPOs will perform the following general duties which include but are not limited to:

1) Enforce regulations concerning trespass, exclusion of prohibited articles, personnel identification, protection of classified matter and Special Nuclear Material (SNM) and assist law enforcement agencies;
2) Observe and patrol designated perimeters, areas and structures;

3) Prevent persons or vehicles from gaining unauthorized access to security areas;

4) Check repositories, rooms or buildings containing classified matter during non-working hours to determine that they are locked or otherwise in order;

5) Respond to protective alarm signals or other indications of suspicious activity;

6) Act as necessary in the event of situations affecting the security of the facility, personnel, including fires, industrial accidents, internal disorders and attempts to commit espionage, sabotage or other criminal acts;

7) Protect classified matter and Government property against unauthorized access, theft or intentional damage; and

8) Report to supervisors all incidents or unusual circumstances affecting or potentially affecting the security of the area at the time of occurrence or as soon thereafter as possible.

C. Training

Prior to initial assignment to duty, each SPO will successfully complete a course or courses of basic instruction and qualification as set forth in 10 CFR Part 1046 and the DOE Order 473.3 or as hereafter revised.

D. Medical Evaluations

SPOs are required to have an annual physical and mental examination. These examinations and any subsequent follow-up to complete the medical clearance process will be paid by the Company. SPOs will attend these examinations on Company time. If a SPO is required by the Company to visit the OMSP for a Fitness for Duty examination, that also will be done on Company time and at the Company's expense. Before undertaking or engaging in physical training activities to enable a SPO to meet the requirements of 10 CFR Part 1046 and the DOE Order 473.3 or as hereafter revised, a SPO must be cleared for such activity by the OMSP.

Personnel who need to attend to personal matters between themselves and the OMSP, or the DOE to qualify for, or to retain their medical and/or security clearances will do so on their own time.

If an OMSP physician determines that a SPO is not physically able to engage in training activities, that SPO may request a review with the examining physician. After discussing the review with the examining physician, the SPO may request a second opinion with a different OMSP physician or a panel of OMSP physicians. In making the determinations referred to above, the OMSP physician(s) will always consider recommendations offered by non-OMSP physicians.
If a SPO is denied clearance from the OMSP, the decision may be appealed through the DOE appeal process as outlined in 10 CFR Part 1046. The denial of a waiver or appeal by DOE, or the ruling that an employee does not meet the medical, physical or mental qualifications of the above referenced regulations, will not be subject to the provisions of the Grievance and Arbitration Procedure of this Agreement.

2. Tactical Response Resources

The Company will establish plans for the development of, and deployment of SPO II and SPO III resources. SPO II and SPO III resources will assure adequate emergency response to events associated with the attempted or actual sabotage of nuclear weapons, theft of nuclear weapons or test devices, Category I quantities of SNM, other selected strategic materials and associated facilities, labor disturbances and other situations threatening the security of the facility.

A. Tactical Assignments

1) Tactical positions will be determined by management based upon the security needs at Hanford. It is agreed that the Company will allow for a minimum of twenty five (25%) percent of the Protective Force to be SPO I positions. These SPO I positions will not include K-9 handlers or eight (8) minimum Central Alarm Station (CAS)/Secondary Alarm Station (SAS) positions.

2) Incumbent SPO IIIIs assigned to tactical positions on November 1, 2005, will retain tactical assignments, seniority permitting, as long as they maintain the DOE minimum established standards for SPO III.

SPOs who qualify as SPO III after November 1, 2005, will be assigned tactical positions utilizing SPO III-C personnel first and then assigning SPO III-D qualified personnel as may be needed.

3) For SPO II assignments to tactical positions, for the initial staffing, these positions will be staffed according to seniority. After the initial staffing, positions will be assigned to a SPO II-C first and then to a SPO II-D.

B. Qualifying for Tactical Assignments

A SPO II-C or D and SPO III-C or D (candidates and/or incumbents) must meet and continue to meet the offensive combative physical fitness requirements as specified in 10 CFR Part 1046 and the DOE Order 473.3 or as hereafter revised in order to qualify for a SPO II or SPO III assignment.

In order for an incumbent or candidate SPO II or SPO III to qualify and continue to qualify for a SPO II-C or SPO III-C assignment, the SPO must have met the applicable requirements and standards as determined by the Company, which may include vigorous training and written examinations.
C. Medical Evaluations

SPOs are required to have an annual physical and mental examination. These examinations and any subsequent follow-up to complete the medical clearance process will be paid by the Company. SPOs will attend these examinations on Company time. If a SPO is required by the Company to visit the OMSP for a Fitness for Duty examination, that also will be done on Company time and at the Company's expense. Before undertaking or engaging in vigorous training activities to enable a SPO II and SPO III (candidates and/or incumbents) to meet the requirements of 10 CFR Part 1046 and the DOE Order 473.3 or as hereafter revised, they must be cleared for such activity by the OMSP.

Personnel who need to attend to personal matters between themselves and the OMSP, or the DOE to qualify for, or to retain their medical and security clearances, will do so on their own time.

If an OMSP physician determines that a SPO II or SPO III (candidates and/or incumbents) is not physically able to run the obstacle course and/or engage in vigorous training activities, the SPO II and SPO III (candidates and/or incumbents) may request a review with the examining physician. After discussing the review with the examining physician, the SPO II or SPO III may request a second opinion with a different OMSP physician or a panel of OMSP physicians. In making the determinations referred to above, the OMSP physician(s) will always consider any recommendations offered by a non-OMSP physician.

If an SPO is denied clearance from the OMSP, the decision may be appealed through the DOE appeal process as outlined in 10 CFR Part 1046. The denial of a waiver or appeal by DOE, or the ruling that an employee does not meet the medical, physical or mental qualifications of the above referenced regulations, will not be subject to the provisions of the Grievance and Arbitration Procedure of this Agreement.

D. Special Training Requirements

SPO II and SPO III (candidates and/or incumbents) must successfully complete special training, including training and qualifications with firearms and other special weapons and equipment, to become and remain eligible for tactical assignments. Such firearms qualifications will include obtaining and retaining, with Company issued weapons, a minimum qualifying score on each of the approved firearms qualifications courses. The Company will administer the specialized training programs as necessary.

E. Selection Standards

1) A SPO II-C or D and SPO III-C or D (candidates and/or incumbents) must meet standards of performance, grooming, attendance and professional competence in accordance with Hanford Patrol Policies to become and remain eligible for tactical assignments.

Should the Company determine that a SPO II-C or D and SPO III-C or D (candidates and/or incumbents) does not meet the above criteria, the Company will discuss with the Union before any action is taken.
2) SPOs assigned to tactical assignments will be selected from among those who volunteer for such assignments and who meet the required qualifications. Should there be more volunteers who meet the required qualifications than there are tactical assignments available, the available assignments will be filled in order from SPO IIIs then SPO IIs, by seniority from among those who meet the qualifications.

At such time as an SPO II or SPO III no longer desires to retain SPO II or SPO III certification, the Company will, upon receipt of written notification from that SPO II or SPO III, release them from that position as soon as is practicable, based upon the availability of another qualified SPO II or SPO III.

Should there be insufficient qualified volunteers to fill the tactical assignments, they will be filled by inverse seniority and/or recruiting from the outside.

F. SPO Longevity Provision

A SPO II or SPO III with a hire date prior to November 1, 2005, who no longer meets the medical/physical qualifications under 10 CFR Part 1046 or firearms qualifications per the DOE Order 473.3 or as hereafter revised, will be allowed to fill a vacant SPO I or SPO II position, providing the employee can meet the requirements for that position (i.e. a SPO II that moves to a SPO I position, must meet the requirements of the SPO I position). If all SPO I and SPO II positions are filled, the SPO II or III will be able to displace a junior SPO I, seniority permitting.

A SPO II or SPO III with a hire date after November 1, 2005, and who can no longer meet the medical/physical qualifications under 10 CFR Part 1046 or firearms qualifications per the DOE Order 473.3 or as hereafter revised, will be allowed to fill a SPO I position, providing the employee meets the requirements for that position (a SPO II or III that moves to a SPO I position must meet the requirements of the SPO I position). If all SPO I positions are filled, the SPO II or III will be able to displace a junior SPO I, seniority permitting. To fill these position(s), a SPO needs an objective medical condition verified by the OMSP. Patrol management reserves the right to waive a medical verification and allow the SPO to fill these SPO I positions.

G. Scope of Work

SPO IIs and IIs assigned to tactical assignments will work other assignments for the purpose of overtime distribution, relief, emergencies and other temporary situations. SPO IIs and SPO IIIs may only be forced to work within their own tactical classification. SPOs assigned to tactical assignments will be moved from one (1) tactical assignment to another as deemed necessary, according to seniority when practicable. SPOs assigned to tactical assignments will work any and all overtime as required to maintain the necessary complement of SPO IIs and SPO IIIs on duty. SPOs assigned to tactical assignments will participate in training exercises as required. The Company and Union will periodically meet to
discuss tactical assignments. The Company will consider Union proposals to minimize impacts on SPO II and SPO III personnel.

H. Required Tactical Positions (Sniper/Breacher)

Required tactical positions may cause the displacement of a more senior SPO II or SPO III. However, the rules of the Patrol Transfer Procedure apply. Non-required tactical positions may be added to any shift, however, they will not displace a SPO II or SPO III that is assigned to that shift. If the need to increase any required tactical assignment is necessary, the Company will meet with the Business Agent or their delegated representative and discuss the issue prior to any transfers.

I. Transfers

It is recognized that the formation and subsequent operation of tactical assignments will cause unavoidable departures from the rules of transfer which normally govern movement of unit personnel; however, such departures will be minimized consistent with necessities of the formation and operation of the tactical assignments.

J. Responsibility for Assignments

Tactical assignments will be made as deemed necessary by the Company in fulfillment of the security and protective mission at Hanford.

3. Central Alarm Station (CAS) and Secondary Alarm Station (SAS) Operators

A CAS/SAS Operator is a uniformed SPO who is assigned to work in the Central Alarm Station or Secondary Alarm Station. Their duties include operating the radio, monitoring the alarm system, preparation of incident reports, completing equipment inventories and keeping daily activity logs. In the Lieutenant’s absence, they are responsible for initiating and coordinating the appropriate Patrol response to security alarms/situations.

A. Selection Criteria

Candidates for CAS/SAS operator will be selected based upon seniority, interpersonal skills and aptitude from volunteers who meet the minimum qualifications as determined by the Company. Should there not be enough volunteers to achieve minimum staffing requirements, the least senior qualified SPO not working a tactical assignment may be required to train and certify as a CAS operator. If this process fails to produce qualified CAS/SAS operators, the Company may recruit from the outside.

CAS/SAS operators may exercise their option to leave the assignment by giving written notice to their immediate supervisor. If an operator chooses to leave the CAS/SAS assignment, they will be required to remain in the position until a replacement is trained and certified or until their annual certification expires whichever occurs first.
B. Training Requirements

CAS/SAS candidates and operators must successfully complete initial training and certification testing to qualify for a CAS/SAS assignment. Annually thereafter SPOs must successfully complete annual training and re-certification.

4. K-9 Handlers

K-9 Handlers are uniformed, armed, SPO I's, who are charged with conducting K-9 operations as required by the Company. These duties include but are not limited to playtime, exercise, health checks, trimming nails, cleaning ears, bathing, grooming, feeding, cleaning the kennel, sanitizing the feed pan, rinsing the water pail and medicating canine (except for shots). These duties are to take place during regular work hours on the Hanford Site and at home as part of the “home kenneling” program.

It is agreed that the appropriate time spent and compensated for these activities is five-tenths (.5) hour per day, seven (7) days per week. This agreed upon time has been arrived at and agreed to by both parties after thoroughly evaluating and considering the time it takes to perform these tasks. It is also agreed that no K-9 Officer is authorized to perform any of the above duties in excess of the five-tenths (.5) hour per day at home unless specifically authorized in advance by the Manager or Supervisor of the Explosive Detection Unit.

It is also specifically agreed that the five-tenths (.5) hour time includes any and all transportation time for any canine activities including, but not limited to, traveling to and from work.

For off-site overnight assignments, the K-9 Handler will receive one (1) additional hour of pay for each day which is compensation for all the above mentioned duties.

When off duty, each handler is directed to house his assigned canine in the Company provided kennel. Under no circumstance is the canine to be lodged at another location unless approved in advance by the Manager or Supervisor of the Explosive Detection Unit. Should a handler elect to allow his canine in his residence for short periods of time to socialize with family members, he accepts all responsibilities associated with that activity (i.e. cleaning and damages) and such time will not be treated as work time because it is predominately for the benefit of the handler.

It is further agreed that the issue of time spent for performing canine duties, home kenneling and transportation of the canine has been fully explored, discussed, examined, researched and agreed upon by Mission Support Alliance, LLC and the Hanford Guards Union. All incumbents have agreed to this time frame. Incumbents and future K-9 Handlers, by virtue of the significant time and effort spent by both parties in resolving this issue will not seek any additional time or compensation for these duties except through labor negotiations as part of the formal collective bargaining process.

For incumbents and future K-9 Handlers, they will be required to sign the Hanford K-9 Handlers Acknowledgment and Agreement Form to remain or to become a K-9 Handler and home kennel a DOE canine.
When a K-9 Handler is absent for an extended period (e.g. short-term disability or leave of absence) the canine will be housed at a Company designated kennel. For vacations, K-9 Handlers will have the option to house at a Company designated kennel site during their vacation period. During those days/wards that a canine is kenneled at a Company designated kennel, the K-9 Handler will not receive the five-tenths (.5) hour of pay.

The Company will, as in the past, install/provide a kennel with concrete pad at the handlers' residence, provide a portable kennel for use as appropriate for transporting the canine, provide canine care materials, provide feed and pay for veterinary services. Anytime the canine must see a veterinarian for an emergency care situation, the Company will compensate the K-9 Handler in accordance with the CBA (time spent at the veterinarian clinic), provided the procedures of the Hanford Patrol K-9 Utilization Manual are adhered to. On a one time only basis, a Patrolman leaving the K-9 program may have their residence and vehicle cleaned. Management will have the discretion on the amount to be reimbursed.

The Hanford Guards Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of the canines being home kenneled.

A. Selection Criteria

1) A K-9 candidate or an incumbent K-9 Handler must meet standards of performance, grooming, attendance and professional competence in accordance with Hanford Patrol Policies to become and remain eligible for K-9 assignments.

Should the Company determine that a K-9 candidate or incumbent K-9 Handler does not meet the above criteria, the Company will discuss with the Union before any action is taken.

2) When openings become available for a K-9 Handler, the K-9 managers will request volunteers. Candidates will submit in writing their interest for the position to their supervisor. The supervisor will recommend or not recommend based on documented performance. Once a list is established, the K-9 manager will notify the candidates and schedule them for a written test, writing exercise, oral presentation, and interview board. The candidate with the highest overall score will be selected for the position. In the event of a tie, the senior SPO will be selected. If there is more than one opening, the positions will be filled by the highest overall scores. Patrol management retains the right to approve/disapprove the final selection. Waiting lists will not be established.

After successfully completing all required training, the SPO will be assigned to the vacant position. Once assigned, SPOs are required to serve at least two (2) years in return for the training. After two (2) years, an incumbent K-9 Handler who no longer desires to retain K-9 certification, the Company will, upon receipt of written notification from that K-9 Handler, release the SPO from that position as soon as is feasible, based upon the availability of another qualified K-9 Handler.
Should there be insufficient qualified volunteers to fill the K-9 assignments, they will be filled by inverse seniority and/or recruiting from the outside.

B. Training Requirements

K-9 candidates and incumbent K-9 Handlers must successfully complete special training, including training and qualifications with canines, explosives and special equipment as determined by the Company to become and remain eligible for K-9 assignment.

5. SPO III Special Assignment Selection

When openings become available for Sniper or Breacher, the Special Response Team (SRT) Commander will request volunteers. Candidates will submit in writing their interest for the position to their Lieutenant. The Lieutenant will recommend or not recommend based on documented job performance. Once a list is established, the SRT Commander will select the senior SPO III for Breacher. Sniper candidates will meet at the range for a shooting competition. Each candidate will be allowed five (5) warm-up shots. The shooting competition will be three (3) rounds fired from each position (sitting, kneeling, prone) at 100 yards on the same target. All candidates will use the same weapon on the same day. The shooters with the five tightest overall groups will be assigned to the Patrol Training Academy. The successful candidates will participate in a week long qualification selection process. The selection process will consist of DOE Sniper Qualification courses, Sniper Obstacle Course (similar to the National Training Center (NTC)), demonstration of equipment competency and a written test. The successful candidate(s) will be determined by the highest overall score. In case of a tie, the senior SPO III will be selected. Patrol management retains the right to approve/disapprove the final selection. Waiting lists will not be established. Each vacancy will be filled as above. After completing prescribed training, the candidate will be assigned to the vacant position. Once assigned, candidates are expected to serve at least two (2) years in return for the training. SPO III's unable to meet the standards may be removed from the assignment. Snipers and Breachers may be required to retain their position until a replacement can be found.

PART II - FIREARMS QUALIFICATIONS

1. Initial Qualification

A SPO will not be authorized to carry a firearm until it has been determined that the individual who is to be armed is medically and physically fit as well as emotionally stable and has qualified in accordance with DOE firearms standards. Firearms qualifications, including courses of fire and scores, will be endorsed by the NTC as referenced in the DOE Order 473.3 or as hereafter revised.
2. Requirement to Requalify

SPOs will be required to demonstrate initially and thereafter, at a time and frequency determined by the Company, proficiency on the firearms qualification courses that are endorsed by the NTC as referenced in the DOE Order 473.3 or as hereafter revised. After initial qualification each SPO, at their regularly scheduled firearms qualification, must successfully meet requirements. All firing will be done under Patrol supervision.

To assist SPOs in the firearms qualification process, the Company will provide the following:

A. The Company will make a reasonable effort to assure the firearms qualification range is available for practice by SPOs on their own time under Patrol supervision. Open range hours will be posted by the Patrol Training Academy (PTA).

B. Upon request, each SPO will be provided a reasonable amount of ammunition for practice on the SPOs own time under Patrol supervision.

C. The Company will also provide ammunition during all scheduled firearms training and qualification.

3. Supplemental Firearms Training

SPOs who have been identified by the Officer in Charge (or his designee), PTA, as having difficulty in qualifying will be given additional training on Company time.

4. Failure to Qualify/Requalify (SPO I, SPO II-D and SPO III-D)

A. A SPO who fails to qualify for record as required on their first attempt may elect to take the second attempt on that day or may choose to participate in a remedial training program of up to four (4) hours prior to the second attempt. This remedial program will be designed by the Company to correct any shooting deficiencies the SPO may have. Such program may be modified as necessary to comply with requirements or based on the effectiveness of the program and will be conducted on Company time.

B. If a SPO fails to qualify after their second attempt they will lose their authority to carry firearms and will enter into the Phase I Remedial Training Program of up to four (4) hour remedial firearms training (see D below for further explanation). The program will be designed to correct any shooting deficiencies that the SPO may have. At the conclusion of the training, the SPO will be scheduled for the third qualification attempt. This training will be conducted on Company time.

C. If the SPO fails to qualify after the third attempt, the SPO will enter Phase II of the remedial training program of up to four (4) hours prior to the fourth attempt.

If the SPO fails after the fourth attempt, they will be treated in accordance with the provision of Part III below.

D. If an SPO II or III fails to qualify at the minimum DOE standard for SPO II/III, the SPO will retain their arming authority if qualified at the minimum DOE standard
for SPO I/II. The SPO may be reassigned to SPO I/II duties until such time as they meet the minimum SPO II/III qualifying score.

5. Failure to Qualify/Requalify (SPO II-C and SPO III-C)

SPO II-Cs and SPO III-Cs are allowed two (2) attempts to requalify on their first day and after up to eight (8) hours remedial training, are allowed two (2) more attempts on their second day to maintain their SPO II-C and SPO III-C status.

6. Other Weapons

SPOs will also be expected to complete familiarization firing with other weapons as directed by the Company.

7. Modification to Firearms Course

In the event that the approved firearms qualification courses are changed, such change will be discussed with the Union before being implemented.

PART III - QUALIFICATION PROBLEM RESOLUTION

1. Change of Standards

If, during the term of this Agreement, the physical qualifications and mental standards outlined in 10 CFR Part 1046, or the firearms qualification standards outlined in the DOE Order 473.3 are revised so as to impose more stringent or demanding requirements for SPOs, the modified standards will apply. Prior to implementation of such modified standards, the Company will meet and discuss the impact of the modified standards on individual employees with the Union.

In the event the Union disagrees with the action the Company takes on such an individual, the Union may process a grievance on the Company’s action through the grievance arbitration procedure of this Agreement. The Arbitrator has the authority to set aside the Company’s implementation of the individual case and fashion a remedy or may confirm the Company’s implementation of the individual case. However, the Arbitrator does not have the authority to modify the standards.

2. Change of Incumbent Capabilities

A. Temporary Restrictions

1) In the event that a SPO has a temporary restriction that prevents them from meeting the standards as outlined in 10 CFR Part 710 and 1046 and the DOE Order 473.3 as hereafter revised, the SPO may be assigned other duties within the Patrol organization or MSA LLC.

There are no established positions within the Patrol organization or MSA LLC to accommodate temporary restrictions. However, if other duties within the Patrol organization or MSA LLC are available that can accommodate a temporary restriction (including assisting on posts) and

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management makes the assignment, such assignment will be made based upon seniority.

If an accommodation can be made, it is agreed that such accommodation will not normally exceed six (6) months.

In the event that an employee is medically restricted beyond six (6) months, the following will apply:

a) For employees in the Income Protection Plan (IPP) program, job placement assistance will begin six (6) months from the date of the temporary medical restriction and will continue for sixty (60) days. After sixty (60) days, full income protection provisions of IPP will apply.

b) If there is no placement and if the individual qualifies for disability under the provisions of the disability program, disability will be available. The Company will provide assistance to the SPO who files disability claims consistent with the provisions of the disability programs.

c) If during the sixty (60) day job placement period, the individual is able to meet all the applicable qualification standards, they will retain a SPO position.

d) In the event that the above is not available, the individual will be placed in layoff status. However, they will not retain eligibility for recall.

2) In the event a SPO is instructed by management to stay home due to any temporary HRP disqualification as outlined in 10 CFR Parts 710, 711 and 712 and cannot be reassigned to other duties within the Patrol organization or MSA LLC, the following will apply:

a) Each SPO will be allotted thirty-six (36) hours to be used for HRP temporary disqualification, "P" time, for the calendar year. The SPO will contact the Shift Commander, Deputy Chief, and/or Chief of Patrol to determine if the SPO can report to work or is eligible for "P" time.

b) SPOs hired after January 1 and during the first half of the year or any subsequent year, will be allotted thirty-six (36) hours of "P" time for the calendar year. SPOs hired during the second half of any year will be allotted eighteen (18) hours of "P" time for that calendar year.

c) Thereafter, SPOs will be allotted thirty-six (36) hours of "P" time per calendar year.
B. Firearms Qualification Failure

A SPO who fails to meet the firearms qualification standards as outlined in Part II above will be treated as detailed below:

The Company will attempt to place such individual in another position within the Company based on their qualifications, experience, work records, training and other factors.

If the individual qualifies for disability under the provisions of the disability program, disability will be available. The Company will provide assistance to SPOs who file disability claims consistent with the provisions of the disability program.

In the event that the above are not available, the individual will be placed in layoff status. However, they are not eligible for recall.

If, during the one (1) year period immediately following removal of SPO status, the SPO provides proof of further training at an outside agency, the SPO may have one (1) final qualification attempt. If such individual does qualify during this one (1) attempt, they will be reinstated to their former SPO status.

3. Removal from Tactical Assignment - Other

A SPO who is removed from a tactical assignment by virtue of not meeting the standards outlined in Part I, Section 2, will be, if medically and mentally qualified, returned to a regular SPO I assignment at the appropriate SPO I rate of pay, seniority permitting.

If not currently qualified as a higher classification, a displaced SPO will be given one (1) year (365 days) to train and fill a higher classification, seniority permitting.
## Article V – Part I – Classifications & Requirements

### Protective Force Matrix

<table>
<thead>
<tr>
<th>Job Class</th>
<th>10 CFR Fitness Standards</th>
<th>Assigned Task Examples</th>
<th>Semi-annual Qualification</th>
</tr>
</thead>
</table>
| SPOIII-C  | Advanced Readiness Standard is 1 mile run in 8 1/2 minutes or less and 40 yard prone to standing dash in less than 8 seconds | Denial, recovery, pursuit, precision rifle, breaching (small team tactics & special weapons) | • 90% minimum on all assigned weapons  
  - Except special weapons such as: FN 240-B, H&K GMG, H&K 69-A1, .50 cal.  
  • Site specific Timed Tactical Obstacle Course  
  - 8 1/2 minutes or less  
  • Tactical Training Facility (NTC approved) Including CDST |
| SPOIII-D  | Advanced Readiness Standard | Denial, recovery, pursuit, precision rifle, breaching (small team tactics & special weapons) | • 90% minimum Combined Day Handgun & Rifle Course  
  • 80% All other weapons courses  
  • Tactical Training Facility (NTC approved) CDST |
| SPOII-C   | Advanced Readiness Standard | Denial, pursuit, (small team tactics & special weapons) | • 80% minimum on all assigned weapons except:  
  - 90% minimum on rifle  
  • Site Specific Timed Obstacle Course  
  - 9 minutes or less (no wall) |
| SPOII-D   | Advanced Readiness Standard | Denial, pursuit, (small team tactics & special weapons) | ➤ 80% minimum on all weapon courses |
| SPO I     | Basic Readiness Standard is ½ mile run in 4 minutes and 40 seconds or less and 40 yard prone to standing dash in less than 8 1/2 seconds | Denial, (fixed post, foot and motor patrols) security checks, CAS/SAS | ➤ 70% minimum on pistol and rifle |

*“Special” is the designation given weapons employed for extraordinary purposes i.e., destruction of vehicles, pyrotechnic illumination, introduction of smoke and/or chemical agents, creation of “area beaten zones”, etc.*
ARTICLE VI WAGE RATES AND PERFORMANCE PAY PROGRAM

1. The wage adjustments will be implemented for each employee on the active payroll for the payroll period in the month/year specified below:

2. Wage Rates SPO I

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<th>18 MOS</th>
<th>24 MOS</th>
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<th>36 MOS</th>
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3. Wage Rates SPO II-D (DOE Standards)

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5. Wage Rates SPO II-C (Company Standards)

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6. Wage Rates SPO III-D (DOE Standards)

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<td>$31.506</td>
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<td>$34.680</td>
<td>$35.738</td>
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<tr>
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<td>$35.738</td>
<td>$36.796</td>
<td>$37.853</td>
<td>$38.911</td>
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7. Wage Rates SPO III-C (Company Standards)

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<tr>
<th>Start</th>
<th>6 MOS</th>
<th>12 MOS</th>
<th>18 MOS</th>
<th>24 MOS</th>
<th>30 MOS</th>
<th>36 MOS</th>
<th>42 MOS</th>
<th>48 MOS</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>October 25, 2015</td>
<td>$30.206</td>
<td>$31.233</td>
<td>$32.261</td>
<td>$33.288</td>
<td>$34.316</td>
<td>$35.343</td>
<td>$36.370</td>
<td>$37.397</td>
<td>$38.424</td>
</tr>
<tr>
<td>October 23, 2016</td>
<td>$30.810</td>
<td>$31.858</td>
<td>$32.906</td>
<td>$33.953</td>
<td>$35.002</td>
<td>$36.050</td>
<td>$37.098</td>
<td>$38.145</td>
<td>$39.193</td>
</tr>
<tr>
<td>October 22, 2017</td>
<td>$31.119</td>
<td>$32.177</td>
<td>$33.235</td>
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<td>$35.352</td>
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<td>$36.410</td>
<td>$37.469</td>
<td>$38.527</td>
<td>$39.585</td>
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</table>

*In addition to the hourly rates listed above an additional $.30 per hour will be added to the base rate for SPO III-C duties.

8. Wage Rates K-9

<table>
<thead>
<tr>
<th>Start</th>
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<th>12 MOS</th>
<th>18 MOS</th>
<th>24 MOS</th>
<th>30 MOS</th>
<th>36 MOS</th>
<th>42 MOS</th>
<th>48 MOS</th>
<th>% Increase</th>
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<td>$36.410</td>
<td>$37.469</td>
<td>$38.527</td>
<td>$39.585</td>
</tr>
</tbody>
</table>
Note:

Upon ratification by the HGU membership, all regular full-time SPOs on the payroll at the time of the ratification shall be eligible for a one-time payment, by separate check, of one thousand dollars ($1,000) less applicable legal withholdings. The term "regular full-time employee" shall include active employees on the payroll (excluding those SPOs on IPP), employees that are receiving payment from MSA due to occupational injury or illness, employees on Short-Term Disability and employees on Military Leave. Such payment will be made to employees within thirty (30) days after ratification and signing of the MSA/HGU Agreement.

It is expressly understood and agreed by both HGU and MSA LLC that there is a 0% (zero) minimum general wage increase established for 2019.

If HGU should desire to negotiate for a general wage increase greater than 0% (zero) for 2019, then not less than sixty (60) days, nor more than one hundred twenty (120) days prior to October 31, 2019, HGU will give written notice to MSA and the Federal Mediation and Conciliation Service (FMCS). The sole subject for such negotiations would be the amount of the general wage increase greater than 0% (zero) minimum. The duration of such negotiations would be limited to a maximum of seven (7) calendar days.

If no agreement is reached by the end of the seven days, either party would have the option to request mediation by a mediator assigned to the case by the FMCS. Such request must be made within seven (7) calendar days after the seven (7) days of negotiations. The duration of such mediation would be limited to a maximum of seven (7) calendar days.

If no agreement is reached through mediation either party would have the option to request arbitration. Such request must be made within seven (7) calendar days after the seven (7) days of mediation. Within ten (10) calendar days after either party notifies the other of its desire for arbitration the parties will meet to choose an arbitrator.

In the event the Union and the Company cannot agree on such arbitrator, the Union and the Company will within the next succeeding ten (10) calendar days, following such failure to agree, request the FMCS or its successor, in writing, to submit a list of not less than seven (7) arbitrators from which an arbitrator will be selected. The parties will request the FMCS provide the names of arbitrators who are members in good standing with the National Academy of Arbitrators. The Union and the Company will select an arbitrator within ten (10) calendar days after receipt of the list from the FMCS (or its successor). The arbitrator will be selected by each party alternately striking names from the list. The party to strike the first name will be decided by a coin toss.

Each party will bear its respective expenses. The expenses and fee of the arbitrator will be shared equally by the Union and the Company.

The arbitrator will not have the power to add to, disregard or to modify any of the terms of this Agreement or any Supplemental Agreement of the parties. The arbitrator will be limited to choosing either the company's position or the union's position.

The decision of the arbitrator will be final, binding and conclusive.
In the event a dispute should arise involving any classified information, the arbitrator must have a security clearance as required by the DOE. The compensation and expense of the arbitrator and of arbitration will be borne equally by the parties.

Should the arbitrator desire a transcript of the proceedings, the cost will be borne equally by the parties. It is agreed that neither party will attempt to influence the arbitrator in reaching a decision regarding the advisability of having a transcript of the proceeding. Either party will have the right to have a transcript at its own expense.

9. **COLA Provisions**

   An amount equal to a percent of each employee’s basic wage rate based on the increase, if any, in the Bureau of Labor Statistics Consumer Price Index, hereinafter referred to as the “Index” from August to August for the years 2015 to 2020 calculated as follows:

   After an increase in the Index of four (4%) percent during the measurement period, seventy-five (75%) percent of the rise in the Index thereafter, up to but not exceeding a ten percent (10%) rise in the Index, will be applied to the basic wage rate set forth above. The maximum increase that could be generated from this formula is four and one half (4.5%) percent (i.e. 75% of 6%) for each twelve (12) month measurement period.

10. **Performance Pay Program - Weapons Proficiency**

    The Performance Pay Proficiency courses will consist of the DOE Day Pistol course (300 point) and the DOE Day Rifle course (150 point). An SPO I, SPO II or SPO III who shoots with the Company issued weapon (handgun and rifle) at their regular semi-annual firearms qualification test and shoots a score listed in the table below will receive a weapons proficiency premium in the amount specified below. The highest qualification score shot during the calendar year (includes both Fall and Spring scores) is the score used to determine the amount of the proficiency premium. Payment of such premiums will be during the first payroll period in December.

    Note: Performance Pay Proficiency courses are not considered qualification courses. These courses of fire are optional to all SPOs.

    An SPO I, SPO II or SPO III who has failed to qualify for record during the first two (2) attempts for either qualification period during the calendar year is not eligible for a weapons proficiency premium.

    Employees in the probationary period are not eligible to receive premium pay until completing the appropriate probationary period. No SPO I, SPO II or SPO III will receive more than one (1) such premium each calendar year.
### Weapons Proficiency Table

<table>
<thead>
<tr>
<th>Rifle</th>
<th>$</th>
<th>Pistol</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score</td>
<td>Score</td>
<td>Amount</td>
<td>Rating</td>
</tr>
<tr>
<td>100%</td>
<td>150</td>
<td>$250</td>
<td>High Master</td>
</tr>
<tr>
<td>99%</td>
<td>149</td>
<td>$225</td>
<td>Master</td>
</tr>
<tr>
<td>98%</td>
<td>147</td>
<td>$200</td>
<td>Expert</td>
</tr>
<tr>
<td>97%</td>
<td>146</td>
<td>$150</td>
<td>Sharpshooter</td>
</tr>
<tr>
<td>92%</td>
<td>138</td>
<td>$125</td>
<td>Marksman</td>
</tr>
</tbody>
</table>

In order to be eligible for weapons proficiency pay, the SPO I, II or III must score at least a ninety (90%) percent on the DOE Day Rifle and at least eighty (80%) percent on the DOE Day Pistol. Minimum scores on both rifle/pistol must be met before any payment is made.

11. **Savings Plan**

   The Company will continue the matching formula which is one hundred (100%) percent of the first three (3%) percent of employee contributions and fifty (50%) percent of the next two (2%) percent of employee contributions. The maximum Company match remains at four (4%) percent.

12. **Enhanced 401k Savings Plan contribution**

   Security Police Officers hired after 10/31/2010 will receive the Enhanced 401k Savings Plan in lieu of a pension. The Enhanced 401k Savings Plan contribution consists of a non-elective, employer contribution of 5%.

13. **Dual Certification Pay**

   SPO’s that hold dual certification will receive the greater certification pay.

### ARTICLE VII - HEALTH-SAFETY-SANITATION

1. The Company will continue to provide safety inspection, first aid service and safety equipment as deemed necessary by the Company to minimize accidents and health hazards to the SPOs during the hours of their employment. The Union agrees to cooperate with the Company to the end that the SPOs will use such safety equipment when so provided and observe such safety, housekeeping and health regulations as prescribed by the Company.

2. The Company will establish safety committees for the Hanford plant and employees will be asked to serve on the committees. The HGU will nominate one (1) employee to serve on the various safety committees. In the event the Patrol force expands, HGU may request for consideration an additional representative. This representative will be nominated by the Union subject to approval/agreement by MSA LLC management.

3. The Company will provide annual medical examinations for all SPOs through the OMSP. SPOs may discuss their examinations with the examining physician. SPOs who are
unable to perform their duties because of temporary or permanent physical disabilities determined by the OMSP will be subject to the conditions set forth in Article V.

4. The Company will continue to provide and maintain uniforms for all SPOs.

5. The Company will provide an annual reimbursement of up to one thousand dollars ($1,000) per employee. The purpose of the reimbursement is to pay for running shoes, work boots, running gear (sweat shirts, sweat pants, t-shirts, etc.). MSA LLC reserves the right to determine style/type of gear required to maintain a professional appearance. The annual reimbursement will run from January 1st to December 31st each year.

SPOs will be reimbursed by the Company to replace work boots for the following conditions: loss due to any contaminations, unrepairable damage occurring while performing normal duties and/or training. Serviceability will be determined by the Patrol Logistics Officer.

6. The Company will identify and provide access to Company computers and lunchrooms for SPOs who are working roving patrols.

When requested, supervisors will ensure personal relief is provided for restroom breaks as necessary to SPOs assigned posts where normal relief is not available.

ARTICLE VIII - HOURS OF WORK

1. SPOs will generally be scheduled to work either a straight shift or a rotational shift.

   A. **Straight shift:** SPOs will work an eight (8) hour shift, including the lunch period, for five (5) consecutive days, Monday through Friday, or a ten (10) hour shift, including a lunch period, for four (4) consecutive days, Monday through Thursday. It is recognized that straight day shift SPOs are not normally scheduled to work holidays.

   B. **Rotational shift:** SPOs will work a twelve (12) hour shift, including the lunch period, three (3) days one (1) week and four (4) days on the alternating week, which will constitute a regular schedule for such SPOs.

2. The standard hours of work for straight shifts are as follows:

   A. **Eight (8) Hour Shifts**

<table>
<thead>
<tr>
<th>Shift</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Straight Days</strong></td>
<td>7:00 a.m. - 3:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>9:00 a.m. - 5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>5:30 a.m. - 1:30 p.m.</td>
</tr>
<tr>
<td><strong>Rattlesnake Barricade Only</strong></td>
<td>4:30 a.m. - 12:30 p.m.</td>
</tr>
<tr>
<td><strong>Straight Swing</strong></td>
<td>3:00 p.m. - 11:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>5:00 p.m. - 1:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>1:30 p.m. - 9:30 p.m.</td>
</tr>
<tr>
<td><strong>Rattlesnake Barricade Only</strong></td>
<td>11:00 a.m. - 7:00 p.m.</td>
</tr>
</tbody>
</table>
Straight Graveyard
11:00 p.m. - 7:00 a.m.
1:00 a.m. - 9:00 a.m.
9:30 p.m. - 5:30 a.m.

B. Ten (10) Hour Training Relief Shifts

Day Shift
5:30 a.m. - 3:30 p.m.
Night Shift
5:30 p.m. - 3:30 a.m.

SPOs assigned to the 10 Hour Shift will work Monday through Thursday. As needed, the Company may assign the 10 Hour training relief shift to the night shift for up to two (2) consecutive weeks per quarter in full week intervals. The Company will provide at least two (2) weeks' notice prior to assigning the SPOs to the night shift.

The ten (10) hour shift schedule is inclusive of a lunch period.

C. Ten (10) Hour Shifts

Day Shift
5:30 a.m. - 3:30 p.m.
7:00 a.m. - 5:00 p.m.

Swing Shift
1:00 p.m. - 11:00 p.m.

Night Shift
5:30 p.m. - 3:30 a.m.

Purposes of the 10-Hour Shift:

- HGU Safety Representative(s)
- HRP Disqualifications
- Medical Restrictions
- Re-qualifications
- Temporary assignment to the Patrol Training Academy

SPOs assigned to the 10 Hour Shift, which includes the lunch period, will work Monday through Thursday.

D. Twelve (12) Hour Shifts

For purposes of the twelve (12) hour shift, SPOs will be assigned either to the Day or Night shift. The hours of work for each shift are as follows:

Day shift
5:30 a.m. - 5:30 p.m.

Night shift
5:30 p.m. - 5:30 a.m.

SPOs assigned to work the twelve (12) hour shift will work, within each two (2) week pay period: one (1) workweek having thirty-six (36) regularly scheduled work hours [three (3) work days] and one (1) workweek having forty-eight (48) regularly scheduled work hours [four (4) work days].
3. The standard hours of work for rotational shifts are as follows:

SPOs working the twelve (12) hour rotational shift will work a twelve (12) hour shift with every other weekend off in an eight (8)/seven (7)/eleven (11) week cycle. Within each two (2) week period, there will normally be one (1) workweek having thirty-six (36) regularly scheduled work hours [three (3) work days] and one (1) workweek having forty-eight (48) regularly scheduled work hours [four (4) work days]. Transition from Days to Nights or vice versa will occur at the end of the eight (8)/seven (7)/eleven (11) week cycle.

   Day shift  5:30 a.m. - 5:30 p.m.
   Night shift 5:30 p.m. - 5:30 a.m.

4. Shift Assignments

   A. While shift schedules are subject to change, all such shift schedule changes will be negotiated with the Union. Unusual conditions may require that SPOs be assigned for a temporary period to an established shift which does not necessarily rotate. Such assignments do not constitute shift changes which require negotiation provided advance notice of at least forty-eight (48) hours is given to the Patrolmen involved. Except for training purposes as outlined below, a change in shift assignment will be for at least one (1) workweek in duration.

   B. Change of Shift Assignments

       The reasons listed here may allow for a change in shift assignment for less than one (1) week in duration.

       1) Participation in the firearms qualification/requalification process.

       2) Training seminars that do not coincide with the SPOs regular schedule.

       3) To attend remedial training designed to correct performance deficiencies.

       4) To accommodate HRP or medically decertified SPO personnel as may be appropriate.

5. For the purpose of participating in Spring/Fall firearm qualification and requalification, the following schedule will apply:

SPOs will be assigned to a modified shift for firearms qualification. The swing shift will generally commence about four (4) hours prior to sunset. The regular workday following firearms qualification will start no earlier than fourteen (14) hours after the beginning of the qualification shift.

   A. Spring firearm qualification will start on April 1st and run through April 30th.

   B. Fall firearm qualification will start on October 1st and run through October 31st.
6. For the purposes of training, exercises, medicals or firearms qualification, SPOs may be assigned to work a regularly scheduled day off. The Company agrees to limit the number of days to eleven (11) per SPO per calendar year, unless otherwise mutually agreed upon by the Company and the Union. The Company also agrees to provide at least ten (10) days advance notice to SPOs of such assignments. The Company normally will not make these assignments on a SPOs long weekend (defined as their Friday, Saturday, Sunday scheduled off), however if such assignment occurs, SPOs will be paid at the double time (2X) rate.

Specifically for the purpose of conducting force-on-force validation testing when outside entities control the dates of the exercise and Patrol management is not given sufficient notice, the ten (10) days' notice in the paragraph above is reduced to five (5) days' notice. These exercises are for validation tests conducted at the Hanford Site. These exercise days will be counted in the eleven (11) days per calendar year.

7. Rotation of SPOs from assigned shifts

January 4, 2016, SPOs will rotate from day shift to night shift and vice versa. Subject to this rotation, the SPOs will rotate every eight (8)/seven (7)/eleven (11) weeks. The SPO will be responsible for submitting a "Request for Transfer" form thirty (30) days before the next rotation is to occur, if possible. The Company may permit exemptions to the rotation of shifts. Each situation will be reviewed on a case-by-case basis. The Company maintains sole discretion in the approval process. If a denial occurs, the Company will discuss the denial with the Business Agent or their delegate. The SPO will be responsible for presenting such a case in writing to the immediate manager at least thirty (30) days before the next rotation is to occur if possible. The SPO will also endeavor to find a SPO on the desired shift to mutually switch with for that time period. The Company may also elect to assign SPOs to straight day (Headquarters) shift. Mutual transfers between SPOs will also be considered at times other than the scheduled eight (8)/seven (7)/eleven (11) week day/night rotation.

8. Trading Days

It is recognized as a matter of longstanding practice that SPOs have been allowed to "trade" days off with SPOs of the same qualifications and on the same shift rotation. This is allowed provided it does not cause any SPO to work more or/less days than they are regularly scheduled to work in that workweek. All trades are subject to management approval. However, as a general guideline, trading days will normally be allowed if the progress of the work is not affected. (Progress of the work is affected if an SPO who is scheduled for the day to work and has a training day scheduled, an OMSP medical evaluation scheduled or if allowing the "trade" would cause additional overtime.) In those cases, the trade will not be allowed. If a denial occurs and the SPO wishes to discuss this decision, the Company will discuss the denial with the Business Agent or their delegate.

When SPOs trade days off, the day off worked is a normal work day which includes holdover overtime. The traded day that is not worked, that SPO is not to be offered overtime.

9. SPOs who are instructed by supervision to work shifts not established by the provisions of this Agreement and not agreed to by the Union, where required, will be paid time and
one-half (1-1/2X) for such hours worked. Any claim for payment of said premium pay must be made in writing by the Union within twenty (20) days from the date of the commencement of the new shift or no premium payment will be made.

10. A SPO will be paid for time actually worked computed to the nearest one-tenth (1/10th) hour.

11. It is specifically understood and agreed that the Union will not arbitrarily or unreasonably withhold its ratification of, or concurrence with, special shifts and schedules established or proposed by the Company.

12. It is the intent of the Company to maintain a workforce consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside.

13. If during the course of the MSA LLC/Hanford Guards Union Agreement, it is determined a revision to the shift schedules and hours of work would enhance Patrol operations, the parties agree to discuss such schedules and hours which may be mutually beneficial.

14. Employees who are assigned to temporary SPO duty at offsite locations will be covered by the provisions of this Agreement. They will continue to accrue seniority and will be returned to their original assignments upon returning from off-site duty. Off-site duty assignments will not exceed sixty (60) days, unless mutually agreed upon by the Union and the Company.

15. For the purpose of off-site training, there will be no set start time. SPOs and trainees on temporary assignment will be assigned to work an eight (8) hour shift. Overtime will be paid in accordance with Article IX of this Agreement.

ARTICLE IX - OVERTIME AND PREMIUM RATES

1. Workday

   A. Eight (8) Hour Shift

      For the purpose of determining overtime hours worked, a SPOs workday begins at 5:30 a.m. and ends twenty-four (24) hours later.

   B. Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

      For the purpose of determining overtime hours worked, a SPOs workday begins at 5:30 a.m. and ends twenty-four (24) hours later.

   C. Twelve (12) Hour Shift

      For the purpose of determining overtime hours worked, a SPOs workday begins at 5:30 a.m. and ends twenty-four (24) hours later.
2. Workweek

A. Eight (8) Hour Shift

For the purpose of determining overtime hours worked, a SPOs workweek begins at 5:30 a.m. Sunday and ends one hundred sixty-eight (168) hours later.

B. Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

For the purpose of determining overtime hours worked, a SPOs workweek begins at 5:30 a.m. Sunday and ends one hundred sixty-eight (168) hours later.

C. Twelve (12) Hour Shift

For the purpose of determining overtime hours worked, a SPOs workweek begins at 5:30 a.m. Sunday and ends one hundred sixty-eight (168) hours later.

3. Pay Period

For payroll purposes, a pay period is two (2) weeks in duration.

4. Eight (8) Hour Shift Overtime Premiums

A. Time and one-half (1-1/2X) will be paid for hours worked in excess of forty (40) hours in the workweek.

B. Time and one-half (1-1/2X) will be paid for all hours worked in excess of eight (8) consecutive hours.

C. Double time (2X) will be paid for all hours worked in excess of twelve (12) consecutive hours.

D. Double time (2X) will be paid for all hours worked on a shift if the SPO has not been away from work for at least six (6) consecutive hours from their previous assignment. They will remain on double time (2X) until they receive six (6) or more consecutive hours of rest.

5. Ten (10) Hour Shift Overtime Premium

A. Time and one-half (1-1/2X) will be paid for hours worked in excess of ten (10) hours in a single workday.

B. Double time (2X) will be paid for all hours worked in excess of fourteen (14) hours in a workday.

C. Double time (2X) will be paid to employees for work performed beyond the end of the workday during which they will have worked in excess of fourteen (14) hours as described in B. above, if they have not been away from work at least six (6) consecutive hours before the start of their last assignment in that workday.
D. Double time (2X) will be paid to employees for work performed beyond the end of their work day during which they will have worked in excess of fourteen (14) hours as described in B above, if they have not been away from work at least six (6) consecutive hours before the start of their next work day.

6. Twelve (12) Hour Shift Overtime Premiums
   A. Time and one-half (1-1/2X) will be paid for all hours worked in excess of twelve (12) hours in a SPOs workday, or over forty (40) hours in the workweek.
   B. Double time (2X) will be paid for all hours worked in excess of fourteen (14) consecutive hours in a SPOs workday or over fifty-two (52) hours in a workweek.
   C. Double time (2X) will be paid for all hours worked on a shift if the SPO has not been away from work for at least six (6) consecutive hours from their previous assignment. They will remain on double time (2X) until they receive six (6) or more consecutive hours of rest.

7. Counting Overtime Hours
   A. Eight (8) Hour Shift, Ten Hour Shift and Ten (10) Hour Training Relief Shift
      Hours worked, either daily or weekly, will be counted once only in determining overtime premium. There will be no compounding, duplicating or pyramiding for the same hours worked under any circumstances.
   B. Twelve (12) Hour Shift
      1. Hours worked, either daily or weekly, will only be counted once when determining overtime premium. There will be no compounding, duplicating or pyramiding for the same hours worked under any circumstances.
      2. There are no first or second days of rest to determine any special overtime premiums, only days off.

8. Work During Scheduled Days of Rest for Eight (8) Hour Shift
   A. Time and one-half (1-1/2X) will be paid for hours worked on the SPOs first scheduled day of rest within their regular workweek.
   B. Double time (2X) will be paid for hours worked on the SPOs second scheduled day of rest within their regular workweek.
   C. A SPOs day of rest is a day, starting at 5:30 a.m. and ending twenty-four (24) hours later, on which they are not regularly scheduled to work.
9. Work During Scheduled Days of Rest for Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

A. The Company recognizes the first day of rest to be Sunday and the second day of rest to be Friday. Work performed during the first and second day of rest is paid at time and one-half (1-1/2X).

B. The Company recognizes the third day of rest to be Saturday. Work performed during the third day of rest is paid at double time (2X).

10. Work During Holidays

A. Eight (8) Hour Shift

1. In addition to any holiday allowance to which they may be entitled for the holiday, a SPO who works on any of the holidays listed in Article X will be paid as follows:

a) For work during their regular schedule, at the rate of time and one-half (1-1/2X) their hourly rate for hours actually worked.

b) For any hours worked outside their regular schedule, at the rate of double time (2X) their hourly rate.

2. If a SPO is excused from work on a holiday, the hours will be counted as hours worked in computing overtime over forty (40) hours per week.

3. For purposes of holiday premium compensation, a SPOs holiday is a workday starting at 5:30 a.m. and ending twenty-four (24) hours later, on which they are scheduled to observe a holiday in accordance with Article X, Section 2, of this Agreement.

B. Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

1. In addition to any holiday allowance to which a SPO may be entitled for the holiday, a SPO who works on the day observed as any of the ten (10) holidays listed in Article X will be paid as follows:

a) For the work during their regular schedule, at the rate of time and one-half (1-1/2X) their hourly rate for hours actually worked.

b) For any hours actually worked outside their regular schedule, at the rate of double time (2X) their hourly rate.

2. If an employee is excused from work on a holiday, the hours will be counted as hours worked in computing overtime over forty (40) hours per week.
C. Twelve (12) Hour Shift

1. Holiday allowance for SPOs on a twelve (12) hour shift will be eight (8) hours. In addition to the maximum limit of eight (8) hours holiday allowance to which they may be entitled for the holiday, a SPO who works on any of the holidays listed in Article X will be paid as follows:

   a) For work during their regularly scheduled day, they will receive the rate of time and one-half (1-1/2X) their hourly rate for hours actually worked.

   b) For any hours actually worked outside their regular schedule, at the rate of double time (2X) their hourly rate.

   c) The eight (8) hours holiday allowance is not counted as hours worked in computing overtime.

2. For SPOs who do not work a scheduled holiday, the following will apply:

   a) If a SPO is not scheduled to work the holiday as part of their regular schedule, only eight (8) hours allowance is paid. These hours are not counted in computing overtime.

   b) If a SPO is excused and it is a normally scheduled workday, twelve (12) hours allowance is paid. The twelve (12) hours will be counted as hours worked in computing overtime.

3. SPOs assigned to a rotating shift will work the holiday if their shift schedule falls on the holiday unless they are released, manpower permitting, based on seniority or on approved vacation.

D. For purposes of holiday premium compensation, the holiday begins at 5:30 a.m. on the day of the holiday and ends twenty-four (24) hours later at 5:30 a.m. of the following calendar day.

E. The Company agrees to use its best efforts to provide a minimum of forty-eight (48) hours notice to SPOs who will be required to work or who will be granted the day off on any of the holidays set forth in this Agreement, but does not guarantee that such notice can be given in all cases. In the event, however, that a SPO is given less than sixteen (16) hours notice they will be required to work on the holiday, they will be paid for such work at the double time (2X) rate.

11. Overtime Transportation

   The Company will provide transportation home, if required, to SPOs who are forced to work hold over overtime that exceeds normal post hold over assignments.

   Normal hold over assignments are not greater than one (1) hour, except that on days for safety meetings that time is increased, as needed, to accommodate those meetings.

   In the event experience indicates the need to reduce or increase these times, the
Company and the Union will meet to discuss these changes.

12. Extended Work

Any work performed on a SPOs scheduled day off that extends beyond the original scheduled hours offered, will be paid at double time (2X). This does not include normal face-to-face holdover assignments unless the SPO has exceeded fifty-two (52) hours worked in the workweek.

13. Reporting Time Pay

SPOs who are sent home for lack of work after reporting in for work outside a SPOs regularly scheduled work day or in accordance with instructions from their supervision will receive not less than the equivalent of four (4) hours pay at their straight time rates.

14. Canceled Overtime Pay

SPOs who are given firm notice to report for overtime will receive an amount equivalent to two (2) hours pay at their straight time rate if such notice is canceled or changed after they have completed their last regular schedule prior to the starting time of such overtime assignment. SPOs will likewise be expected to fulfill their overtime commitments.

15. Overtime Stipend

A. Eight (8) Hour Shift

1. SPOs who work at least ten (10) hours will receive five ($5.00) dollars. An additional five ($5.00) dollars will be provided at approximately six (6) hour intervals except as provided in 3) below.

2. SPOs called in with less than eight (8) hours notice, will be provided with five ($5.00) dollars at approximately six (6) hour intervals except as follows:

   The five ($5.00) dollars will not be provided for SPOs in cases where the expiration of the six (6) hour period falls within one-half (1/2) hour of the time the SPO is to be relieved from their work assignment.

B. Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

1. SPOs who work at least twelve (12) hours will receive five ($5.00) dollars. An additional five ($5.00) dollars will be provided at approximately six (6) hour intervals, except as provided in 3. below.

2. SPOs called in with less than eight (8) hours notice, will be provided with five ($5.00) dollars at approximately six (6) hour intervals, except as follows:
3. The five ($5.00) dollars will not be provided for SPOs in cases where the expiration of the six (6) hour period falls within one half (1/2) hour of the time the SPO is to be relieved from their work assignment.

C. Twelve (12) Hour Shift

1. SPOs who work at least fourteen (14) hours will receive five ($5.00) dollars. An additional five ($5.00) dollars will be provided at approximately six (6) hour intervals except in cases where the expiration of the six (6) hour period falls within one-half (1/2) hour of the time the SPO is to be relieved from their work assignment.

2. SPOs called in with less than eight (8) hours notice, will be provided with five ($5.00) dollars at approximately six (6) hour intervals, except in cases where the expiration of the six (6) hour period falls within one-half (1/2) hour of the time the SPO is to be relieved from their work assignment.

3. No overtime stipend will be provided for the twelve (12) hour shift except as specified above.

16. Assignments of Overtime

A. The Company will assign overtime as equally as practicable within each of the designated overtime groups. Once an SPO reports for duty and begins an overtime assignment, they will work a minimum of two (2) hours. If management does not have a required assignment at the end of the two (2) hours, the SPO will have the option to remain on the clock until the time offered has expired.

B. Overtime assignments will be offered to qualified SPOs on duty including SPOs on straight shift assignments on the basis of accumulated overtime hours. Overtime will be offered to SPOs who are among those low in recorded overtime hours in that group. If the number of accumulated hours has become equal or if no overtime hours have been accumulated by the group, overtime will then be offered on the basis of seniority. Overtime hours offered to SPOs and refused will be charged to the refusing SPOs accumulated overtime record.

If holdover requirements are not fulfilled by going through the list of accumulated overtime hours or by seniority, the least senior qualified SPO in that group (not working) will be required to work the overtime assignment.

C. Overtime will not be offered to SPOs who are to be released thirty (30) minutes or more prior to the end of the shift for an excused reason. Notification of the reason for absence is to be given to management within one (1) hour after the start of the shift.

17. Casual Overtime

It is not intended that SPOs who report to their work locations early, be considered as a standby crew and such SPOs will not be assigned duties prior to the starting time of their
regular shift except under emergency circumstances. In the event SPOs are assigned such duties, they will be paid not less than the equivalent of four (4) hours pay at regular straight time rates or double time (2X) for all hours worked, whichever is greater.

ARTICLE X - HOLIDAYS

1. The Company will pay SPOs covered by this Agreement for holidays not worked subject to the terms and conditions set forth below:

2. The ten (10) holidays are:

   New Year's Day
   *President's Day
   *Memorial Day
   Independence Day
   Friday prior to Labor Day
   Labor Day
   Thanksgiving Day
   Friday after Thanksgiving Day
   Christmas Eve
   Christmas Day

   *These holidays will be observed on the day specified by Federal Law.

3. The SPO must have worked the last scheduled workday prior to and the next scheduled workday after such holiday within the SPOs regular work schedule. However, payment for the holiday will be made if the SPO fails to work either or both of these days due to the following circumstances:

   A. SPO has been absent from work because of verified personal illness for not more than three (3) months prior to the week in which the holiday occurs and who works or who reports for the Company's physical examination the next scheduled workday following the holiday and returns to work on their next scheduled workday after such examination; or

   B. SPO has been continuously absent from work due to a force reduction for not more than two (2) weeks prior to the week in which the holiday occurs; or

   C. SPO has worked for the Company at any time within fourteen (14) calendar days prior to the holiday and who is absent either or both the last scheduled workday prior to and the next scheduled workday after the holiday due to verified illness, emergency illness at home, excused personal business time, death in the family, jury duty, excused union business, layoff, response to official call for military pre-induction examination, or if the SPO has been sent home during the fourteen (14) day period due to a reduction of force.
4. A SPO who is scheduled to work on any of the above holidays and fails to report to work or to give satisfactory explanation for not reporting to work will not receive holiday allowance.

5. Payment will be made at the SPOs regular salary rate for the normal daily schedule.

6. A. Eight (8) Hour Shift

   The holidays listed in Section 2. of this Article will be observed on the days on which they fall, except for SPOs on eight (8) hour shifts, when any of these holidays fall on the first scheduled day of rest of an employee, it will be observed by that employee on their last preceding regularly scheduled workday. If the holiday falls on the second scheduled day of rest of an employee, it will be observed by that employee on their next succeeding regularly scheduled workday. If the preceding or succeeding regularly scheduled workday falls within a vacation period, it will be treated as any other holiday falling within a vacation period.

   When the first holiday of two (2) consecutive holidays falls on an employee's second day of rest, they will observe that holiday on their next scheduled workday following the second holiday.

   When the second holiday of two (2) consecutive holidays falls on an employee's first day of rest, they will observe that holiday on their last scheduled workday before the first holiday.

   When an employee begins their shift on a regular workday (e.g., not a holiday) and their shift carries into the next workday (holiday), it will be treated as a normal workday and no additional holiday premium will be paid.

B. Ten (10) Hour Shift and Ten (10) Hour Training Relief Shift

   The holidays listed in Section 2. of this Article will be observed on the days on which they fall, except that when one of these holidays falls on the first scheduled day of rest it will be observed on the next succeeding workday. If the holiday falls on the second day of rest, it will be observed on the last preceding regularly scheduled workday. If the holiday falls on the third day of rest it will be observed on the last preceding workday or the next succeeding scheduled workday, as determined by management.

   The ten (10) contractually designated holidays will be observed at ten (10) hours per holiday or as in the above paragraph.

7. In no event will a SPO receive holiday allowance more than once for any one (1) holiday.

8. The Company agrees to use its best efforts to provide a minimum of forty-eight (48) hours notice to SPOs who will be required to work or who will be granted the day off on any of the holidays set forth in this Agreement, but does not guarantee that such notice can be given in all cases. In the event, however, that a SPO is given less than sixteen (16) hours notice that they will be required to work on the holiday, they will be paid for such work at the double time (2X) rate.
ARTICLE XI - SHIFT PREMIUM

SPOs assigned to work an eight (8) hour swing or graveyard shift, ten (10) hour night shift, Rattlesnake Barricade, twelve (12) hour night shift or any twelve (12) hour shift (starting at or after 11:00 a.m.) will receive a shift premium of three (3%) percent of the SPOs applicable rate for all hours worked.

ARTICLE XII - WORKER’S COMPENSATION ILLNESS AND PERSONAL ABSENCE

Worker’s Compensation

1. The following shall be applicable to all Workers’ Compensation claims effective November 1, 2010.

An employee who is out because of injury or occupational disease that is compensable under Worker’s Compensation statutes of the State of Washington shall receive time loss compensation in accordance with the Washington State laws for such compensation.

In addition to payments from the State of Washington, an employee may be eligible for an additional "Disability Equalizer Benefit (DEB)" (Supplemental 2).

The process for the DEB will be for MSA LLC to administratively calculate the employee’s net pay while working and compare it to an administratively calculated rate including payments from the State.

The DEB would be provided to an employee if the employee’s administratively calculated net pay while working is greater than the administratively calculated net pay while receiving time loss compensation.

This DEB will continue for a maximum of one hundred eighty (180) days, per approved claim, or until such disability payments from the State of Washington are ceased.

A. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either the Company or the employee, payment of said difference will not be made unless and until a final determination is made in favor of the employee by the appropriate agency or court, but in no event will payment be made beyond the first one hundred eighty (180) days such employee is out. No shift differential will be included in computing weekly salary.

B. In the event an employee is out because of injury or occupational disease that is compensable under Worker’s Compensation statutes of the State of Washington, but is not within the comprehension of the MSA LLC Long-term Disability Insurance Plan, the SPO will be paid an amount equal to the difference between the forty (40) hour weekly salary the SPO otherwise would have received, and the payments that they received from Worker’s Compensation until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court. In the event that a decision
of the Department of Labor and Industries, or of the Superior Court, is appealed by either the Company or the employee payment of said difference will not be made unless and until a final determination is made in favor of the employee by the appropriate agency or court. No shift differential will be included in computing weekly salary.

2. Personal Illness

A. An employee who is absent from work because of personal illness may be allowed pay for the absence upon approval of the President of MSA LLC or their delegated representative.

B. An employee will not be limited to a specific number of accrued days for which they may be paid in any specific period of time. Rather, payment may be made for an indefinite number of days according to individual circumstances.

C. How long an employee's salary and what portion of salary is continued during a period of prolonged illness is decided by the President of MSA LLC or their delegated representative according to individual need.

D. Payment for working days of absence will be based upon the employee's paid salary at the time of their absence, but excluding shift differential.

E. An employee will be eligible for illness absence payments if:

1. The employee reports their absence or anticipated absence to their supervisor as soon as reasonably possible under all the circumstances and continues to keep their supervisor informed of their condition.

2. The employee submits upon request, verification of illness satisfactory to the President of MSA LLC or their delegated representative and

3. In the opinion of the President of MSA LLC or their delegated representative such payment is appropriate in light of the circumstances surrounding the illness.

F. The provisions of Section B. through E. above are not to be considered as "entitling" an employee to be absent without loss of pay for all or any part of their absence. However, it is specifically understood and agreed that the President of MSA LLC or their delegated representative will not arbitrarily or unreasonably withhold approval of verification of illness or of a payment under the provisions of Sections B. through E. above.

3. Personal Absences

A. An employee, if absent for personal reasons other than vacations or personal illness, may be allowed full pay, less shift differential, but subject to the approval of the President of MSA LLC or their delegated representative.
B. An employee will not be limited to a specific number of accrued days for which they may be paid in any specific period of time. Rather, payment may be made for an indefinite number of days according to individual circumstances.

C. Payment for absence for personal reasons may be allowed for personal emergencies, such as serious illness in the immediate family, or for important circumstances or transactions which require the presence or personal attention of the individual employee and which are not for monetary gain, and which could not be attended to outside the employee's regular hours of work.

D. SPOs may, subject to the approval of the President of MSA LLC or their delegated representative, be allowed full pay for up to forty-eight (48) hours annually for the death of a member of the "immediate family".

E. For purposes of this Article the "immediate family" is defined as the employee's or spouse's children, spouse or registered domestic partner, foster children, parents, step parents, foster parents, grandchildren, brothers, sisters, grandparents, or the employee's son-in-law or daughter-in-law.

F. The provisions of Sections A., B., C. and D. are not to be considered as "entitling" an employee to be absent for personal reasons without loss of pay for all or any part of their absence. However, it is specifically understood and agreed that the President of MSA LLC or their delegated representative will not arbitrarily or unreasonably withhold approval of verification for personal business or "D" time or of a payment under the provisions of Sections A. through D. above.

G. When a SPO is called for service as a juror, the SPO will continue to receive full pay, less shift differential, during the period of such service. If the SPO is assigned to night shift the day prior to jury duty, the SPO is entitled to six (6) hours of jury pay to accommodate the jury duty service.
ARTICLE XIII - VACATIONS

1. Paid Vacation Periods and Accruals

SPOs will earn vacation hours of vacation benefit in every pay period. The rate of accrual of vacation hours is based on each SPOs years of continuous service that qualify for vacation credit. The formula for vacation accrual is as follows:

<table>
<thead>
<tr>
<th>Years of Vacation Service Credit</th>
<th>Hours of Vacation Accrual Per Weekly Pay Period</th>
<th>Hours of Accrual Per Bi-Weekly Pay Period</th>
<th>Hours of Vacation Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>1.54</td>
<td>3.08</td>
<td>80</td>
</tr>
<tr>
<td>Over 5 through 10</td>
<td>2.31</td>
<td>4.62</td>
<td>120</td>
</tr>
<tr>
<td>Over 10 through 20</td>
<td>3.075</td>
<td>6.15</td>
<td>160</td>
</tr>
<tr>
<td>Over 20</td>
<td>3.845</td>
<td>7.69</td>
<td>200</td>
</tr>
</tbody>
</table>

The maximum vacation accrual at any point in time will not be in excess of 2080 hours. When that limit is reached, however, no further accrual will be credited until the SPOs entitlement drops below the maximum.

Accumulated vacation accrual in hours will be indicated on each check stub.

2. Holidays in Vacation Period

A. When any of the ten (10) holidays listed in Article X are observed during a SPOs paid vacation, such vacation will be extended one (1) day for each such holiday. However, the additional time can be taken by beginning the vacation earlier or extending it longer than would normally be the case.

B. Holidays other than the ten (10) holidays listed in Article X, occurring during a SPOs vacation period will be considered as part of their vacation time.

3. Basis of Payment

A. Vacation payments will be made at the SPOs straight time earnings rate in effect at the time the vacation is taken.

B. SPOs will receive any progression increases, which are scheduled to be effective during their vacation periods. Change of job classification will not be made effective for any employee during the period when they are on vacation.

4. Use of Vacation Time for Absence

A. When a SPO is granted a leave of absence, they may have the first portion of such leave designated as the period of any vacation to which they may then be
entitled, if the President of MSA LLC or their delegated representative may approve.

B. A SPO who is absent because of sickness or accident or because they are laid off for lack of work may have a portion of such absence designated as the period of any vacation to which they may then be entitled, if the President of MSA LLC or their delegated representative may approve.

C. A SPO who is absent from work for any reason other than those reasons listed in paragraphs A. and B. will not be entitled either to have their vacation scheduled or to receive a vacation allowance during the period of such absence.

D. A SPO, who terminates for any reason, including retirement, will be paid accrued vacation hours in a lump sum. In the event of the death of a SPO, accrued vacation hours will also be paid accordingly.

5. General Regulations

A. Vacations will normally coincide with the normal workweek (i.e., they will be scheduled to begin on Monday and extend through Sunday), except that with prior approval SPOs may take vacation in one (1) hour increments.

B. When a SPO has begun a full week of their vacation and during that week they experience either:

1) Personal illness for which the SPO or their spouse or dependent (who is a member of the SPOs household) is hospitalized or

2) A death in the SPOs immediate family,

One (1) or more full days of that week may be re-designated as personal illness in the case of 1) above or personal absence in the case of 2) above, subject to verification by the employee satisfactory to the President of MSA LLC or their delegated representative. Notification will be made to management at the time of hospitalization. Upon the SPOs return to work, the number of days so re-designated will be rescheduled as vacation.

C. An advance vacation payment (check) may be issued, providing the vacation is for a complete payroll period. SPOs must request this advance payment at least two (2) weeks before their vacation begins.

D. Vacation will be accrued for all approved periods of absence from work up to a maximum of four (4) weekly pay periods of vacation accrual, provided the SPO does not incur a break in continuity of service during such absence. For example, a SPO eligible to accrue 2.31 hours of vacation per weekly pay period could, if absent from work, accrue up to 9.24 hours during such absence. Accrual of vacation credit will continue during vacation periods.

6. Vacation Scheduling

A. The immediate manager will schedule vacations.
B. The HQ, Training, A, B, C and D companies in each area may schedule SPOs on vacation at any one (1) time using the following guidelines (EXCEPTION: forced transfers):

- The following formula will be used for purposes of determining the maximum number of personnel allowed off on vacation. For every five (5) SPOs per shift, one (1) SPO can be off with the exception of K-9.

C. Maximums may be exceeded as authorized by the SPOs immediate manager or delegated representative.

- When the training teams are not being used for training, they may be used as vacation relief as directed by their immediate manager or their delegated representative. For offering purposes, available slots will be split 50/50 between the training relief shift and the working shift.

D. When any of the holidays listed in the current collective bargaining agreement are observed during a SPOs paid vacation, such vacation may be extended one (1) day for each such holiday. This additional time may be taken by beginning the vacation earlier or extending it longer. Additional days must be identified when the SPO schedules their vacation.

E. Prior to November 15th of any year, a reminder will be given to all SPOs that vacation scheduling will begin November 15th and end December 15th. All selection of dates will be on a seniority basis, as described below. Shift schedules will be provided for the upcoming year before scheduling vacation.

F. During the vacation scheduling period, SPOs can only bid for vacation time on the company that they are assigned to on December 15th.

NOTE: At the start of the 8/7/11 week shift rotation in which vacation has been scheduled, SPOs who are not assigned to the same company (i.e., A, B, C, D) that their vacation has been scheduled with, will lose their scheduled vacation dates. The Shift Lieutenant will notify the SPO of the loss of their selected vacation before allowing another SPO to schedule vacation on those dates (EXCEPTION: forced transfers).

7. Offering of Vacation

A. For the purpose of scheduling vacation, the Company agrees to have the Patrol work schedule available by November 15th of each year. SPOs (that want to submit vacation dates) will submit their three (3) choices of vacation in writing by December 15th.

NOTE: On each single selection, continuous blocks consisting of the maximum number of weeks available may be selected.
B. Shift Lieutenants will enter the requested dates in order of seniority on the
calendar. If the request cannot be honored due to maximum vacation
allotments, affected SPOs will be contacted to submit another vacation request.

C. Following completion of the initial vacation scheduling period (November 15\textsuperscript{th} –
December 15\textsuperscript{th}), a SPO may schedule remaining vacation time as available, as
long as it is scheduled for the rotation (A/B or C/D) that they are currently
assigned to. A SPO assigned to Company A on the A/B rotation may schedule
vacation time for Company B. They may not schedule time for the C/D rotation.
The start of the 8/7/11 week rotation in which the vacation has been scheduled,
the SPO must have made arrangements to be assigned to the same company
(i.e., A, B, C, D) that their vacation has been scheduled in. Failure to do that will
result in the loss of those scheduled vacation dates. The Shift Lieutenant will
notify the SPO of the loss of the selected vacation dates before allowing another
SPO to schedule vacation on those dates (EXCEPTION: forced transfers).

D. Not all vacation time need be scheduled. Scheduled vacation must be taken on
scheduled or rescheduled days.

E. SPOs who are forced to transfer to another company (i.e., A, B, C, D) retain the
vacation selected before the transfer.

8. Records

A. A master vacation schedule is posted by shift in each area. As vacation dates are
selected, they are recorded on this schedule.

B. Changes occurring during the year are reflected on the master schedule.

9. Split Vacations

A. Any approved vacation period that is less than one (1) week long is a split
vacation. Split vacations may be approved down to one (1) hour increments.
Less than full-day vacations must be taken either at the start of the shift or at the
end of the shift. There will be no exceptions. All vacations of less than a full day
must meet the guidelines for split vacations in accordance with this Article.

B. When a vacation is split, seniority is exercised in selecting only one (1) portion of
the vacation until all personnel in the company have had an opportunity to select
a vacation.

C. Split vacations are subject to management approval. However, as a general
guideline, split vacation days will normally be allowed if the progress of the work
is not affected. (Progress of the work is affected if a SPO who is scheduled for
the day to work and has a training day scheduled, an OMSP medical evaluation
scheduled or if allowing the “split” would cause additional overtime.) In those
cases the split vacation may not be allowed.

D. If a SPO is denied a split vacation, an appeal may be made to Patrol senior
management for reconsideration. Appeals will be made to the Shift Commander,
Deputy Chief and Chief in that order.
E. Cases when management refuses a request for split vacation are not subject to the grievance procedure, except split vacations scheduled in the initial scheduling period. If management refuses the split vacation and the SPO wants a written explanation, such written explanation will be given to the SPO and a copy will be forwarded to the Chief or their designated representative.

ARTICLE XIV - SENIORITY

1. The seniority of each SPO is their relative position with respect to other SPOs in their seniority group. Seniority will not determine service credits, which are outlined in Article XV entitled "Continuity of Service".

2. Seniority will be determined by, and ties of seniority will be broken by, the following sequence:

   A. Hiring date into Patrol.
   B. Continuity of Service as defined in Article XV.
   C. Birth date with the earliest birth date being more senior.
   D. Last four (4) digits of the employee's Social Security number with the higher number determining the more senior employee.

3. Layoffs will be made on the basis of seniority, starting with the SPO with the least seniority in the bargaining unit.

   In the event that an Involuntary Reduction of Force of approximately ten (10%) percent would be necessary in the Hanford Patrol bargaining unit, a Voluntary Reduction of Force would be offered. The effective date and "window" period would be determined at the time the program was announced.

4. Seniority does not apply to promotions or transfers to jobs outside the bargaining unit.

5. New SPOs will be considered probationary employees while assigned to the Basic Training Academy and for a period of one hundred eighty (180) calendar days after completion of the Basic Training Academy. If no "Q" clearance has been issued within the first ninety (90) days after graduation from the Basic Training Academy, a maximum of ninety (90) days will be added once the "Q" clearance has been issued. During this time period they will acquire no seniority credit; however, at the end of this period, if retained, they will be placed on the seniority list and their seniority will start from their date of hire.

   The Union may represent such SPOs on grievances relating to pay, hours of work or conditions of employment.

6. SPOs who are promoted or transferred to classifications outside of Hanford Patrol but within the Company will retain their seniority only for a period of ninety (90) working days unless they are transferred in lieu of layoff, in which case the provisions of Section 10. of this Article will apply. During the ninety (90) working day period, the Company may send
them back if they do not make satisfactory progress or the employee may elect to return to the bargaining unit provided there is a vacancy (after all other internal Patrol transfers are honored).

7. Rehiring following a reduction of force will be in the reverse order of layoff. SPOs offered re-employment will be notified by certified or registered letter, return receipt requested and mailed to the last address on record in the Company's Employment Office.

8. If the SPO does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.

9. Seniority will accumulate for periods not exceeding twelve (12) months for SPOs having less than five (5) years' seniority and not exceeding eighteen (18) months for SPOs having five (5) or more but less than ten (10) years' seniority and not exceeding twenty-four (24) months for SPOs having ten (10) or more years' seniority for absences due to:

A. Reduction of Force
B. Illness
C. Leave of Absence
D. Plant Injury

At the expiration of the applicable period, seniority will be extinguished. Individuals subsequently re-employed will have no starting seniority.

10. SPOs who have accepted a different job in lieu of layoff will accumulate seniority for periods not exceeding twelve (12) months. At the end of the applicable period, seniority will be extinguished. If a former SPO that is accruing seniority returns to the bargaining unit during this twelve (12) month period, they must meet all the requirements of the position they left from or the position that is available.

11. SPOs who return from leave of absence or illness will be given re-employment on the basis of their accumulated seniority and qualifications as outlined in Article V provided that reductions in force have not removed all SPOs with equal or less seniority in their seniority group. Reinstatement will be at the going rate at the time of their return.

12. Seniority will accumulate, as provided by federal laws, for absences due to Military Service.

13. Notwithstanding anything herein to the contrary, a SPO may retire at their option as provided in the Company Pension Plan.

14. This Agreement is applicable to retired SPOs who may return to active employment with the Company on a temporary basis.
ARTICLE XV - CONTINUITY OF SERVICE

SERVICE CREDITS

1. Definition of Terms

   A. "Continuity of Service" designates the status of a SPO who has service credits totaling fifty-two (52) or more weeks.

   B. "Continuous Service" designates the length of each SPOs continuity of service and will equal the total service credits of a SPO who has "continuity of service." For those SPO's transferring directly to MSA LLC from Fluor Hanford, continuous service will include continuous service with Westinghouse Hanford Company and Rockwell Hanford Operations.

   C. "Service credits" are credits for periods during which the SPO is actually at work for the Company or for periods of absence for which credit is granted (as provided in Section 3).

   D. "Absence" is the period a SPO is absent from work either with or without pay (except a paid vacation period) computed by subtracting the date following the last day worked from the date the SPO returns to work. Each separate continuous period away from work will be treated as a single absence from work.

2. Loss of Service Credits and Continuity of Service

Service credits previously accumulated and continuity of service, if any, will be lost whenever SPO's:

   A. Quit, resign or are discharged.

   B. Are absent from work for more than two (2) consecutive weeks without satisfactory explanation.

   C. Are absent from work because of personal illness or accident and fail to keep their supervisor notified monthly, stating the probable date of their return to work.

   D. Are notified within a year from date of layoff that they may return but fail to return or to give satisfactory explanation within two (2) weeks.

   E. Are absent from work without satisfactory explanation beyond the period of any leave of absence granted them by the Company.

   F. Are absent from work for a continuous period of more than one (1) year for any reason other than a leave of absence granted in advance.

If the Company re-employs SPOs who have lost service credits and continuity of service because of layoff due to lack of work or because of absence due to illness or injury for more than one (1) year, such SPOs will have such service credits and continuity of service automatically restored, if such layoff or illness
absence did not exceed five (5) years and if their continuous service at the time of their layoff or first day of illness was greater than the total of such absence.

The service record of each SPO laid off and re-employed after layoff or re-employed following illness or injury, will be reviewed by the Company at the time of re-employment and in each case, such SPOs will be notified as to their service credits and continuity of service, if any.

3. Service Credits

Service credits for each SPO will be granted for periods during which the SPO is actually at work for the Company and for absences as follows:

A. SPOs without continuity of service who lose time due to a compensable accident will receive service credits for such lost time up to a maximum of three (3) months. For all other absences of two (2) weeks or less, such SPOs will receive service credits but, if absent more than two (2) weeks, no service credit will be allowed for any part of such absence.

B. SPOs with continuity of service, if absent on account of illness, accident or layoff, will receive service credits for any absence of six (6) months or less. Where any such absence exceeds six (6) months, no service credits will be allowed for the excess time. However, where the absences of such SPOs are due to compensable accidents, and where the SPOs are re-employed without loss of continuity of service, service credits will be restored for the period of their absence in excess of six (6) months, up to a maximum of six (6) additional months. For all other absences of two (2) weeks or less, such SPOs will receive service credits but, if the absence is longer than two (2) weeks, no service credits will be allowed for any part of such absences.

If SPOs who have lost prior service credits or continuity of service are re-employed, they will be considered new SPOs and will not receive service credits (unless all or part of prior service credits are restored) for any time prior to the date of such re-employment.

ARTICLE XVI - INFORMATION TO UNION AND SPO

1. The Company will furnish the Union with seniority lists of SPOs in the bargaining unit. Revised seniority lists will be furnished monthly.

2. The Company will give the Business Agent the names of SPOs to be laid off for lack of work at the time the SPOs are notified. The Business Agent will also be given the names of any SPOs who are discharged.

3. The Company will furnish the Union with the names and addresses of new SPOs or SPOs who are rehired in the bargaining unit. On a periodic basis, the Company will provide the Union with a list of the names and addresses of SPOs in the bargaining unit.
4. Within ninety (90) days of ratification, the Company will supply the Business Agent with sufficient copies of this Agreement to furnish each SPO covered by this Agreement a copy of said Agreement and, further, will furnish a copy of said Agreement to each new SPO covered by this Agreement.

5. The Company will furnish bulletin boards for the use of the Union for posting Union announcements. Data, notices or bulletins which the Union desires to have posted will be routed by the Union through the Director of Labor and Employee Relations for approval, which will not be unreasonably withheld. The Company will give prompt consideration to material submitted by the Union for posting.

6. SPOs will be shown and provided with a copy of any records, which are to be filed in the SPOs personnel folder which involve ratings, warning notices or other records concerning work performance. The SPO will be asked to sign such records indicating that the matter has been brought to their attention, but with the understanding that such signature in no way implies that they necessarily agree with the contents of such record. In the event a SPO refuses to sign and a steward is present, the shift steward will initial in place of their signature in the presence of the SPO. Records of disciplinary action will remain in the employee’s personnel file maintained by Human Resources for a reasonable period, normally not less than twelve (12) months from the date of discipline. At the end of this period, the employee may request removal of the record of disciplinary action.

7. Before making revisions in Patrol Policies dealing with the issues of transfers and overtime criteria during the life of the MSA LLC /Hanford Guards Union Agreement, the Company will, as in the past, discuss in good faith the revisions with the Union.

ARTICLE XVII - LEAVE OF ABSENCE

1. SPOs with at least one (1) year of continuous service may be granted leave of absence, without pay, for any personal reason except employment elsewhere, for a period of three (3) months or less upon approval of the President of MSA LLC or their delegated representative and a Human Resources Benefits Representative. Requests for a longer period, up to one (1) year will receive consideration. In cases of emergency, SPOs with less than one (1) year of continuous service will be considered.

A Family and Medical Leave of Absence may be granted to SPOs with at least one (1) year of service and 1,250 hours during the 12 month period immediately preceding the commencement of the approved leave of absence and is subject to the provisions of the Family Medical Leave Act (FMLA), A Family and Medical Leave of Absence can only be taken for up to twelve (12) weeks.

2. Further, upon request of the Union, a SPO with at least one (1) year of continuous service will be granted leave of absence, without pay, to act as a Union officer. Requests for extensions will be granted; however, the total absence will not exceed three (3) years.

3. Time out on account of leave of absence will be deducted in computing continuous service. It will not be deducted in computing seniority.
4. SPOs on approved leave of absence, with the exception of military leave of absence, may retain their group insurance by paying appropriate premiums in accordance with the Company plan. Group insurance includes medical insurance, life insurance, accidental death and dismemberment, personal accident insurance, dental, vision, and Short-term and Long-term disability coverage.

Short-term disability coverage will be suspended during absences due to military, personal or educational leaves. Family and medical leave of absences may result in the suspension of Short-term disability coverage during the absence.

ARTICLE XVIII - MILITARY SERVICE AND PAY DIFFERENTIAL

1. Both parties will abide by and comply with all legal requirements applying to the re-employment of SPOs who enter the Armed Forces of the United States.

2. It is the policy of the Company to recognize employee obligations to perform temporary or short term military duty required by annual military encampment for reservists. To the extent practicable and consistent with an orderly prosecution of the work, employees will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.

3. A. Eight (8) Hour Shift

Any SPO with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, will be granted a military pay differential for up to thirteen (13) working days during which they are absent in a calendar year. There will be no deduction of service credits for these absences. Such military pay differential will be the amount by which the SPOs normal salary, calculated on the basis of a workweek up to a maximum of forty (40) hours, which the SPO has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance will not be included in determining pay received from the Government.

B. Ten (10) and Twelve (12) Hour Shift

Any SPO with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, will be granted a military pay differential for up to thirteen (13) working days during which they are absent in a calendar year. There will be no deduction of service credits for these absences. Such military pay differential will be the amount by which the applicable negotiated rate exceeds any pay received from the Federal or State Government for the time they normally would have been at work. Such items as subsistence, rental and travel allowance will not be included in determining pay received from the Government.

4. SPOs who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits for such absence but will not be eligible for the military pay differential.
5. A SPO may not receive a vacation pay allowance and a military pay differential for the same time period. A SPO will, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short term military duty does not coincide with such vacation, but not exceeding the maximum specified above.

6. A. Eight (8) Hour Shift

SPOs with fifty-two (52) or more weeks of service credits who are members of the National Guard may be called out by the Governor or the President for emergency duty to help preserve law and order within the Tri-Cities or elsewhere in the State of Washington. A military pay differential will be granted for up to five (5) working days per emergency situation to employees called out for such duty. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section 3. of this Article.

B. Ten (10) and Twelve (12) Hour Shift

SPOs with fifty-two (52) or more weeks of service credits who are members of the National Guard may be called out by the Governor or the President for emergency duty to help preserve law and order within the Tri-Cities or elsewhere in the State of Washington. A military pay differential will be granted for up to forty (40) hours per emergency situation to employees called out for such duty. Extensions beyond forty (40) hours will be reviewed on a case by case basis and must be approved by the Vice President of Human Resources or designee. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section 3. of this Article.

ARTICLE XIX — UNION REPRESENTATION/GRIEVANCE PROCEDURE

Union Representation

1. The Company will recognize those stewards selected by the Union for specified locations. All stewards will be selected from SPOs employed by the Company within the bargaining unit who have received proper security clearance for the areas in which they represent SPOs. The Union will give the Company five (5) days notice of any change in stewards.

2. The number of stewards will be established or changed by mutual agreement between the Union and the Company.

3. Before leaving their job, the steward will inform their immediate supervisor where they wish to go and secure permission to leave. The SPO will also report back to the supervisor on their return.

4. Stewards will not be permanently transferred involuntarily unless the progress of the work requires it. At the time a steward is to be permanently transferred under the rules of seniority, the Union Business Agent or President will be notified. If the Union decides
not to allow the transfer of a steward, a written notice will be sent to the Company by the Union advising the Company of the reason for not transferring the steward. If requested by the Union, the Company will make every reasonable effort to assign the Business Agent (if employed by the Company) to straight day work. It is recognized, however, that the progress of the work may not always make this possible.

5. The Stewards will be paid at their straight time rates for time spent conducting union paid business during their regularly scheduled working hours. Payment will not exceed the straight-time rate unless mutually agreed upon by the Company and the Union. These payments will be made notwithstanding any other language within the collective bargaining agreement regarding premium and overtime rates.

It is agreed that such time will be limited to a reasonable amount and that the Union and Company will jointly investigate any case where it appears that an individual is taking an unreasonable amount of time.

6. The Company will not unreasonably deny those Union officers, who are also employees of the Company, access to the Company’s work sites for purpose of making examination of physical facility in connection with a grievance or dispute. In a case where such access is sought for by a Union official, who is an employee of the Company, the request will be directed to the Director, Labor Relations. It is recognized that all security regulations as prescribed by the DOE must be complied with.

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

Grievance Committee

1. The Company also will recognize a Union Grievance Committee, not to exceed five (5) members, at least four (4) of whom will be SPOs employed by the Company. The remaining member will be selected by the Union. The Grievance Committee will function at Step III of the grievance procedure.

2. The employee members of the Union Grievance Committee will be paid at their straight time rates for time spent processing grievances during their regularly scheduled working hours. It is agreed that such time will be limited to a reasonable amount and that the Union and Company will jointly investigate any case where it appears that an individual is taking an unreasonable amount of time.

3. The Grievance Committee members will be paid a minimum of one (1) hour pay at their straight-time rate for time spent at Step III grievance meetings. This payment is applicable to Committee members who attend Step III grievance meetings on their day off or after or before working their shift. Payment will not exceed the straight-time rate unless mutually agreed upon by the Company and the Union. These payments will be made notwithstanding any other language within the collective bargaining agreement regarding premium and overtime rates.
Grievance Procedure

1. The grievance procedure established by this Article will be used by the parties for the purpose of expeditious, peaceful and equitable settlement of grievances. Any employee having a complaint or problem will first discuss the matter with their immediate supervisor. If the employee requests, the steward may be present at the discussion. If the matter has not been satisfactorily adjusted, it may be submitted in writing to the employee's immediate supervisor for settlement in accordance with the procedure steps set forth below:

   Step I

   The complaint will be reduced to writing and specify as a minimum the following:

   A. The nature of the grievance.

   B. The Article(s) of this Agreement alleged to have been violated.

   C. The remedy sought.

   D. The name(s) of the aggrieved employee(s).

   E. The signature of the grievant or the appropriate steward.

   The written grievance will be presented to the immediate supervisor. Any grievance not presented to the supervisor within ten (10) business days, after the date of the occurrence giving rise to the employee's complaint, will be considered conclusively abandoned. Thereafter, such grievance will not be presented for consideration or be made the basis for any action under this Agreement or otherwise.

   The Company will respond in writing within ten (10) business days from the date that the grievance is received by the supervisor.

   Step II

   Subsequent to an unsatisfactory answer at Step I, a meeting may be scheduled and conducted by the Chief of Patrol and/or their designee and the Business Agent and/or their designee.

   The representatives may investigate and review all evidence and testimony bearing on the case and will attempt to arrive at a satisfactory settlement. All evidence or testimony bearing on the case will be available to both the Company and the Union Step II representatives for their collective or individual consideration. The Chief of Patrol and/or their designee will submit the answer to the Union representative within ten (10) business days after the conclusion of the Step II hearings. The grievance will be discussed within thirty (30) days after it has been scheduled for discussion, unless the time is extended by mutual agreement. A grievance that has been processed at Step II will be considered settled if the grievance is not scheduled at Step III within ten (10) business days after the Step II answer has been rendered by the Company. Such scheduling requests will be in writing from the Union to the Company.
Step III

If not satisfactorily settled at Step II, three (3) copies of the written grievance will be
given to the Business Agent who will give one (1) copy to the employee and refer the
case to the Union Grievance Committee which may schedule the matter for discussion
at a meeting with MSA LLC Labor Relations. Meetings will be held on scheduled dates
and emergency meetings will be scheduled on request of either party. The Union will
advise the Company regarding the grievance to be presented at least ten (10) business
days before the meeting. The grievance will be discussed within thirty (30) days after it
has been scheduled for discussion, unless the time is extended by mutual agreement or
the grievance will be considered settled. Labor Relations will give its answer to the
Union within ten (10) business days after completion of discussions of any grievance
unless such time is extended by mutual agreement.

2. MSA LLC and Union representatives will have the power to jointly adjust any grievance
and any difference that might arise out of the terms, applications or interpretations of this
Agreement.

The Company and Union representatives will have the power to jointly adjust grievances
at the Step I and II level.

3. It is understood that no restricted data, as defined in the Atomic Energy Act of 1954, will
be set forth in any grievance procedure reports.

4. If no agreement is reached and the matter is subject to arbitration, it may be referred to
arbitration in accordance with Article XX.

5. A grievance of a general nature may be presented at Step II (Chief of Patrol) or Step III
(MSA Labor Relations) by either the Business Agent, President of the Union or MSA
LLC. In either case, three (3) business days notice will be given except in cases of
emergency.

6. Any grievance not taken up within ten (10) business days after the occurrence of the
grievance cannot be processed through the grievance procedure. A grievance will be
considered settled if the answer of the Company is not appealed and scheduled to the
next higher step in the above procedure within ten (10) business days after an answer
has been rendered by the Company.

7. All time limits noted in this Article are exclusive of Friday, Saturdays, Sundays and
Holidays. Regular business days are defined for this Article and Article XX as Monday
through Thursday 8:00 a.m. to 5:00 p.m.

8. Disciplinary Actions: The Company will not consider disciplinary action resulting in no
time off, occurring more than eighteen (18) months in the past; and disciplinary action
resulting in time off, occurring more than twenty-four (24) months in the past, in
determining future disciplinary actions provided there have been no subsequent actions.

9. Should the DOE suspend a SPOs access authorization (security and or HRP clearance),
the Company agrees to meet with the Union to discuss the prudence of maintaining the
SPO in a working pay status (shift determination by Patrol Management) until the DOEs
final disposition.
10. For the purposes of this Article, the term "the Company" will also refer to the managing contractor of the Hanford Patrol.

ARTICLE XX - ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XIX - Grievance Procedure and which involves either,

   A. The interpretation or application of a provision of this Agreement or

   B. A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, may be submitted to arbitration provided written application is made within sixty (60) business days after the final decision is given at the Step III level of the grievance procedure.

2. For the purpose of proceedings, within the scope of B. above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties will be imposed only for just cause. No arbitrator will have the authority to review, revoke, modify or enter any award with respect to:

   A. The discharge of SPOs during their probationary period as referenced in Article XIV or

   B. Discharge removals made at the direction of the DOE under the terms of the Prime Contract.

3. It is specifically agreed that no arbitrator will have the authority to establish or modify any salary rate, benefit plan or job definition.

4. Within ten (10) business days after either party notifies the other of its desire for arbitration, as provided herein, the parties will meet to choose an arbitrator.

5. In the event the Union and the Company cannot agree on such arbitrator, the Union and the Company will within the next succeeding ten (10) business days or longer period, determined by written mutual agreement, following such failure to agree, request the Federal Mediation and Conciliation Service or its successor, in writing, to submit a list of not less than five (5) arbitrators from which an arbitrator will be expeditiously selected by mutual agreement of the Union and the Company. In the event of failure to agree on an arbitrator, the Union and the Company will, within ten (10) business days after receipt of the list from the Federal Mediation and Conciliation Service or its successor, will then, within ten (10) business days of such action, be requested to designate the arbitrator from the names remaining on the list with due consideration as to preference and availability. In the event all names are stricken from the list, the Union and the Company will, within ten (10) business days of such action, request the Federal Mediation and Conciliation Service or its successor, to submit a second list of not less than five (5) arbitrators and the above procedure will be followed except that neither party may strike more than two (2) names from the second list within the requisite ten (10) business day period.
6. Within five (5) business days after the arbitrator has been selected, the parties will meet to determine the issue or issues to be decided by the arbitrator and will enter into a submission agreement which will distinctly state the issue or issues to be decided.

7. Each party will bear its respective expenses. The expenses and fee of the arbitrator will be shared equally by the Union and the Company.

8. The arbitrator will not have the power to add to, disregard or to modify any of the terms of this Agreement or any Supplemental Agreement of the parties.

9. The arbitrator will not make any decisions that conflict with security regulations adopted by the DOE.

10. The decision of the arbitrator will be final, binding and conclusive.

11. In the event a dispute should arise involving any classified information, the arbitrator must have a security clearance as required by the DOE.

12. The compensation and expense of the arbitrator and of arbitration will be borne equally by the parties. Should the arbitrator desire a transcript of the proceedings, the cost will be borne equally by the parties. It is agreed that neither party will attempt to influence the arbitrator in reaching a decision regarding the advisability of having a transcript of the proceeding. Either party will have the right to have a transcript at its own expense.

ARTICLE XXI - VALIDITY AND APPLICABILITY

1. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement will not be affected thereby.

2. This Agreement is subject to all applicable Federal and State Laws and any rules and regulations issued pursuant thereto.

ARTICLE XXII - CONTINUITY OF OPERATIONS

During the life of this Agreement, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts or disturbances, even of a temporary nature. The Union guarantees to support the Company fully in maintaining Hanford Patrol operations in every way. Participation by any Company SPO or SPOs in any act violating this provision, in any way, will be complete and immediate cause for discharge by the Company.

ARTICLE XXIII - SECURITY

The Union and the Company agree that they will protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the Government. All members of the Union, the
Company and all SPOs employed by the Company are required to comply with all protective
security regulations now in effect or as may be promulgated at Hanford Operations, Richland,
Washington.

ARTICLE XXIV - SEPARATION PAY ALLOWANCE

1. General

Employees of MSA LLC with one (1) or more years of continuous service, as defined in
Article XV, will, in accordance with the provisions hereinafter set forth, have available a
separation pay allowance for use in event of layoff for lack of work.

2. Computation of Separation Pay Allowance

The allowance for all SPOs will be computed on the basis of one (1) week’s pay forty
(40) hours at the appropriate base rate, excluding shift differential and overtime for each
of the employee’s full years of continuous service plus one-quarter (1/4) of a week’s pay
for each additional three (3) months of continuous service at time of layoff.

3. Accrual of Separation Pay Credits

A. Employees who have "Terminated for Transfer" to MSA LLC or who join MSA
   LLC through other procedures that allow them to bring their prior service (with
   another Hanford Contractor) with them, and who have less than twenty (20)
   weeks total of separation pay credits, will continue to accrue separation pay
   credits as a MSA LLC employee up to a maximum of twenty (20) weeks.

B. All other employees will begin accruing separation pay credits upon completion
   of one (1) year of continuous service. Upon completion of this minimum service
   period, separation pay credits will accrue on the same basis as set forth in
   Section 2. above, up to a maximum of twenty (20) weeks total separation pay
   credits which includes credit for the one (1) year minimum service period.

C. Eligibility for separation pay allowance will automatically expire for employees at
   any time service is broken. Should continuity of service be restored, prior
   eligibility for separation pay allowance will likewise be restored.

4. Conditions of Payment

Eligible employees laid off for lack of work by the Company will be paid the separation
pay allowances for which they are eligible subject to the following conditions:

A. A permanent layoff will be considered as one (1), which the Company determines
   at the time of separation, will exceed six (6) months.

B. At the time of permanent layoff, employees will be given the option of
   1) Receiving their separation pay allowance in a lump sum or

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2) Delaying receipt of the separation pay allowance until six (6) months have elapsed, after which time the allowance will be paid them in a lump sum.

C. Where the layoff period has not been determined or has been determined to be six (6) months or less, SPOs may elect

1) To receive, after one (1) month in layoff status, one-sixth (1/6th) of the separation pay allowance for which they are eligible, and one-sixth (1/6th) each month thereafter until they have been offered re-employment in their former job classification or until the full allowance has been paid or

2) To delay receipt of the separation pay allowance until six (6) months have elapsed, after which time the total allowance will be paid in a lump sum.

D. In the event SPOs elect option 1) in Section 4.B. or 4.C. above, and are offered re-employment in their former job classification within six (6) months after layoff, they will be expected to repay to the Company within one (1) year from the date of the offer or the date of re-employment, the total amount of the separation allowance paid them. If the employee fails to repay the total allowance during the specified time period,

1) All service and seniority credits previously accumulated and continuity of service (excluding pension credited service) will be extinguished,

2) The SPOs will not be eligible to accrue new separation pay credits until they will have worked for the Company from the date of their re-employment for a period equal to the period they had previously worked to accumulate the separation pay credits for which they were eligible at the time of their layoff and

3) Will otherwise be considered newly hired employees.

E. SPOs who have received the total separation pay allowance for which they were eligible in accordance with Section 4.B. or 4.C. above, and who are re-employed in their former job classification after having been in layoff status in excess of six (6) months will be afforded seniority and service credits as provided in Articles XIV and XV of this Agreement, will not be required to repay the separation pay allowance, and will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the date of their re-employment. Upon completion of this minimum service period, new separation pay credits will accrue on the same basis as set forth in Section 2. above, up to a maximum of twenty (20) weeks total separation pay credits which includes credit for the one (1) year minimum service period, but (unless the employee repays the separation pay allowance received) excludes credits accumulated prior to such layoff.
F. In the event that MSA LLC's responsibility for operation of part or all of the Government-owned facilities (including standby, protection and maintenance functions) is assumed by another contractor or Government agency employees who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such contractor or Government Agency, which employment will commence within thirty (30) days after being terminated by the Company, will not be paid any separation pay allowance.

5. Other

The provisions of this plan will not be applicable where the Company decides to close a plant or layoff an employee because of the Company's inability to secure production or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees. However, the operation of this Section will not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.

6. A grievance arising under this Article will be processed in accordance with the grievance procedure set forth in Article XIX. However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof will be subject to arbitration under the provisions of Article XX hereof, except by mutual agreement.

ARTICLE XXV - DURATION AND RENEWAL OF AGREEMENT

1. During the period of November 1, 2015 to and including November 1, 2020, at 5:30 a.m. this Agreement will continue in full force and effect and thereafter from year to year unless terminated or amended as hereinafter provided.

2. A. If either party to this Agreement should desire to amend or terminate this Agreement, then not less than sixty (60) days, nor more than ninety (90) days prior to October 31, 2020 or October 31st of the appropriate subsequent year, such party will give written notice thereof to the other, together with particulars relating thereto, by registered mail.

B. Failing agreement on such proposed modifications or revisions, either party may, on or after November 1, 2020 or November 1st of the appropriate subsequent year, notify the other in writing of its intention to terminate this Agreement effective thirty (30) days after receipt of such notice of intention.

3. Notwithstanding the provisions of Section 1. and 2. above, this Agreement will be terminable by MSA LLC prior to the expiration dates specified therein in the event that MSA LLC will cease to manage, operate and maintain the Hanford Site as the prime contractor for the Department of Energy. Such termination will be effective immediately upon giving written notice thereof to the Hanford Guards Union.

4. This Agreement for the term whereof will be the exclusive and definitive Agreement between the parties with respect to Pensions, Insurance and Savings Plan.
ARTICLE XXVI - AUTHORITY

The Union is represented in its dealings with the Company by the Business Agent of the Hanford Guards Union, or their designee, subject to the bylaws of that organization and the Company is represented by the Director of Labor Relations or the Company President, or their designee, of MSA LLC.

It is understood and agreed that the incumbents of the aforesaid positions have authority on behalf of the Union and the Company respectively, to modify this Agreement, to enter into arrangements to carry out and effectuate this Agreement and otherwise to bargain collectively and that no agreements, arrangements or understandings will be binding upon the parties hereto unless executed in writing by such authorized representatives of the Company and the Union.
ARTICLE XXVII - ENTIRE AGREEMENT

1. Right of Modification by Mutual Agreement

This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor and conditions of employment; however, this Agreement may be amended in writing by mutual agreement at any time.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are as set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their respective duly authorized officers and representatives this 27th day of January, 2016, at Richland, Washington.

HANFORD GUARDS UNION, LOCAL 21  MSA LLC
International Guards Union of America

Eduardo Pacheco  Mary J. Murphy
President  Todd Bleyers, Vice President
James K. Dewey  Human Resources
Business Agent

Mary J. Murphy
Mary T. Murphy, Director

Jason Berger
Todd Bleyers, Vice President
Committee Member
Human Resources

David Donovan
Mary J. Murphy
Committee Member
Mary T. Murphy, Director

Thomas Farris
Labor and Employee Relations
Committee Member

Sam Randles
Committee Member

Delmer Graham
Committee Member
This Insurance, Pension and Savings Agreement, entered into between MSA LLC (hereinafter referred to as the "Company"), and the Hanford Guards Union, (hereinafter referred to as the "HGU"), will be applicable to and binding upon the Company, the HGU, and employees of the Company at its Hanford Plant Operations at Richland, Washington (hereinafter called the "Hanford Plant"), who are represented by the HGU under the 2015 MSA LLC/HGU Agreement (hereinafter referred to as "employees").

TITLE I – GENERAL PROVISIONS

Section 1

Subject to the provisions of Title II below, (and with the exception noted in this Title I), the Company and the HGU agree that the Basic Life and Accidental Death and Dismemberment, the benefits and provisions of which are set forth in the applicable Summary Plan Description document, will be made available to employees.

Section 2

The Company will make available to eligible employees the Hanford Multi-Employer Pension Plan, Hanford Guards Union, Local 21 (hereinafter referred to as the "Pension Plan"), subject to the terms and conditions of the Plan, the provisions of which are set out in the Plan document.

Effective January 1, 2001, bargaining unit employees hired before November 1, 2010 will be vested after three (3) years instead of five (5).

A vested pension benefit can be taken as a lump sum or as a monthly annuity at any time after the employee leaves the company and is no longer considered an active pension plan participant regardless of age. This means that the receipt of vested pension benefits is no longer restricted to age fifty-five (55) and older.

Under the lump sum option, the formula that MSA, LLC uses is governed by Internal Revenue Code requirements. Under the provisions of a monthly annuity, the plan
documents govern the provisions of each choice which is based on the applicable multiplier of 1.6% or 1.2% as outlined in the Pension Plan document.

The defined benefits pension plan will not be available to SPOs hired after October 31, 2010. Instead, they will receive a non-elective, employer-paid contribution equal to 5% of base compensation to the Hanford Guards Union Local 21 Savings Plan (hereinafter referred to as the "Enhanced 401k Savings Plan") in lieu of a pension benefit, subject to the terms and conditions of the Pension Plan.

Section 3

The Company will make available to eligible employees of the Hanford Guards Union, Local 21 Savings Plan (hereinafter referred to as the "Savings Plan"), subject to the terms and conditions of the Plan, the provisions of which are set out in the Plan document.

For the Savings Plan, the Company Match Contribution is equal to 100% of the first 3% of base pay of employee contributions and 50% of the next 2% of base pay of employee contributions for a maximum Company Match Contribution of 4% of employee base pay.

Section 4

The Company through the Hanford Employee Welfare Trust (HEWT) agrees to make available to eligible employees the Medical Plan currently administered by UnitedHealthcare, subject to terms and provisions which are set forth in the Summary Plan Description document.

In addition, the Company, through the HEWT agrees to make available to eligible employees the Medical Plan currently administered by Group Health, subject to Group Health's right to amend or terminate the Plan on any premium due date, the benefits and provisions of which are set forth in the Certificate of Coverage.

Section 5

The Company, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees that it will make available to eligible employees the Personal Accident Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 6

The Company, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees to make available to eligible employees the Short-term and Long-term Disability Plans, the benefits and provisions of which are set forth in the Summary Plan Description documents.
Section 7

The Company, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees that it will make available to eligible employees the Dependent Life Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 8

The Company, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees that it will make available to eligible employees Dental Plans currently administered by Delta Dental of Washington and Willamette Dental, the benefits and provisions of which are set forth in the Summary Plan Description documents.

Section 9

The Company, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees that it will make available to eligible employees a Vision Care Plan. This coverage may be a stand-alone plan. This vision coverage will not be offered to those electing alternative medical plans, provided such plans include similar vision care benefits.

Section 10

The Company agrees, subject to the insurance company's right to amend or terminate the policy on any premium due date, agrees to make available to the employees the MSA LLC Travel Accident Insurance Plan (Travel Accident Insurance Plan), the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 11

Subject to the provisions of this Agreement, the Company, on its behalf, and the HGU, on its behalf and on behalf of the employees, agree to accept the Plans mentioned in Sections 1 through 10, hereof, and agrees to the terms and conditions thereof to the extent applicable to the employees.

Section 12

The Company through the Pension and Savings Committees will have the sole responsibility for administration of the Pension and Savings Plans in accordance with their provisions.

It is hereby agreed that the Company through the Pension and Savings Committees make, retroactively if it so elects, any modification or amendment of the Plan which may be necessary or appropriate in order to qualify or maintain such Plans as meeting the
requirements of said Sections 401 and 404(a) of the Internal Revenue Code or of any other applicable provisions of the federal tax laws or of any regulations issued thereunder now or hereafter from time to time in effect; provided, however, that if it will be necessary at any time, in order to qualify or maintain the Plan, to reduce pension benefits of the employees under the Plan, or to increase contributions by the employees or by the Company, the HGU agrees to negotiate as to corresponding changes in the Plan if no agreement is reached, either party may terminate this Agreement to the extent applicable to the Plan.

The Company through the HEWT will have the sole responsibility for administration of the benefits provided under the Trust.

MSA LLC agrees to have one (1) HGU representative participate as a non-voting participant in the HEWT Committee meetings covering Insurance benefits and one (1) HGU representative participate as a non-voting participant in the joint Pension and Savings Committees' meetings.

Section 13

It is expressly agreed that the parties hereto have had the right and opportunity to bargain collectively with reference to all matters pertaining directly or indirectly to insurance, pension, savings plan and any economic benefits or advantages which could or might be established by the Company in the form of insurance, pension or savings matters for the employees and their dependents and the HGU. Each of the parties voluntarily and unqualifiedly hereby waives any and all rights to require that the other party hereto bargain collectively during the term of this Agreement with respect to any such subjects or matters whether or not such matters are covered by this Agreement, except as specifically provided elsewhere in this Agreement and whether or not such matters are within the knowledge or contemplation of any of the parties at the time of negotiation or execution of this Agreement.

The Company agrees to inform the Union of any additions or substantive changes to or deletions from the benefits listed below:

- Medical plans, including RX drugs
- Dental plans
- Vision Care Plan
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Basic Life Insurance
- Personal Accident Insurance Plan
- Dependent Life Insurance Plan
- Accident Death and Dismemberment Insurance
- Short-term Disability
- Long-term Disability
- Savings Plan
Site Pension Plan

HAMTC has concurred that the HGU will participate in benefit negotiations. (Reference Supplemental Agreement #4) Upon conclusion of benefit negotiations with the HAMTC, the HGU will accept the final negotiated benefits package.

HGU will adopt the changes to the above listed benefits, to include the employee contribution provisions agreed to by HAMTC in 2015, 2017, and 2018 with the exception of the site pension plan for SPO’s hired after October 31, 2010. For SPO’s hired after October 31, 2010, the pension plan benefits have been replaced with the Enhanced 401(k) plan.

The HGU agrees that, during the terms of this Agreement, there will be no strike, slowdown, sitdown or other form of work stoppage arising out of or conducted in connection with any effort to induce modification of or amendments or additions to the insurance, pension and savings benefits provided by this Agreement or the terms of conditions under which such benefits are provided.

Section 14

A claim of an employee concerning their rights under the terms of the Short-term and Long-term Disability Plans, the Basic Life Insurance and Accidental Death and Dismemberment Plan, the Medical/Vision and Dental Plans, the Pension Plan, the Savings Plan including the Enhanced 401k Savings contribution, the Personal Accident Insurance Plan and the Dependent Life Insurance Plan and the Travel Accident Insurance Plan, may be processed in accordance with the Grievance Procedures set forth in Article XIX of the 2015 MSA LLC /HGU Agreement. However, no matter or controversy concerning the provisions of this Agreement or such Plans or the interpretation or application thereof will be subject to any arbitration procedure by virtue of this or any other agreement between the parties or otherwise.

Section 15

The Company agrees that during the terms of this Agreement:

(a) Subject to Section 1 of Title III and notwithstanding any provision of the Plan to the contrary, the Pension Plan, to the extent applicable to employees, will not be terminated or amended so as to decrease pension benefits to the employees or increase the contributions by the employees, so long as this Agreement remains in effect. This provision applies only to employees hired before October 31, 2010.

(b) Subject to the provisions of Title II and notwithstanding any provisions in the Plans to the contrary, the Medical, Vision and Dental Plans, the Personal Accident Insurance Plan, the Short-term and Long-term Disability Insurance Plans, the Dependent Life Insurance Plan and the Travel Accident Insurance
Plan to the extent applicable to the employees, will not be amended or terminated by the Company so long as this Agreement remains in effect.

(c) Subject to the provisions of Title IV and notwithstanding any provisions in the Plan to the contrary, the Savings Plan, to the extent applicable to the employees will not be amended, or terminated by the Company so long as this Agreement remains in effect.

TITLE II – INSURANCE

Section 1

Nothing in this Agreement will be construed to prevent the Company from making the Medical, Vision, and Dental Plans, Basic Life and Accidental Death and Dismemberment Plan, the Short-term and Long-term Disability Plans, the Personal Accident Insurance Plan, the Dependent Life Insurance Plan and the Travel Accident Insurance Plan available in whole or in part to others than the employees covered by this Agreement.

Section 2

(a) To the extent that during the term of this Agreement there will be in effect any state or federal law providing for the payment to any of the employees of benefits for non-occupational sickness and accident or hospitalization or for other health or sickness benefits, the Company without further collective bargaining may, as to such employees as will be subject to such laws:

(1) Qualify the Medical Plans, Short-term Disability Plan or Long-term Disability Plan in substitution for the Plan provided by such law, if permissible, making such modifications in such plan as it deems necessary or appropriate to obtain such qualifications.

(2) Otherwise comply with such law and either exclude from the Medical Plan, Short-term Disability Plan or Long-term Disability Plan all benefits of the nature provided by such law or vary or amend such Plans to provide different or reduced benefits which would supplement those provided under such law.

In exercising such options, the Company may make such adjustment in the Company and employee contributions as it deems appropriate with respect to any differences in benefits and costs. However, the Company will first notify the HGU of and, upon request, will discuss with the HGU any such proposed adjustment in the Plans and the Company and employee contributions and will endeavor to make such adjustment so that, in general, the total benefits available to the employees and their contributions will be as nearly comparable as practicable to the benefits and contributions provided for in the Plan for employees in states where no such laws are in effect.
(b) Employees affected by any such variations or amendments of the Medical Plans, Short-term Disability and Long-term Disability Plans will be addressed in the Summary Plan Descriptions.

Section 3

(a) The Company may at its option establish insurance plans under: (1) a group insurance policy or policies issued by an insurance company or companies selected by the Company; (2) self-insurance; (3) a trust or trusts established by the Company; or (4) any combination of such methods; and will have the right to change from time to time such methods or the insurance company or companies, or the trust or trusts.

(b) The Company through the HEWT will have the sole responsibility for the administration of the Medical/Vision and Dental Plans, Basic Life and Accidental Death and Dismemberment Plan, Short-term and Long-term Disability Plans, the Personal Accident Insurance Plan, and the Travel Accident Insurance Plan and for the payment of all administrative expenses thereof.

(c) The parties agree that adjustments to the employees' premium costs for the Medical/Vision and Dental Plans, Basic Life and Accidental Death and Dismemberment Plan, Short-term and Long-term Disability Plans, the Personal Accident Insurance Plan and the Travel Accident Insurance Plan may be necessary, on an annual basis, depending upon the Plan's operating experience. If such adjustments are made, the adjustment involved will automatically be applicable to all employees enrolled in the Plans.

Section 4

The Company through the HEWT will have the sole responsibility for the administration of the Dependent Life Insurance Plan. The cost of this insurance plan, which is set by the insurance company and which may be increased or decreased once in a year, is borne by the participating employees. The Company absorbs the cost of the administrative operations it performs.

TITLE III - PENSION

Section 1

The establishment and continuation of the Pension Plan are contingent upon and subject to obtaining and retaining such approval of the governmental agencies as the Company may deem necessary to obtain, including:

(a) The qualification of the Pension Plan under the provisions of Section 401 or other applicable provisions of the Internal Revenue Code and
(b) The deductibility for income tax purposes under Section 404(a) or other applicable provisions of the Internal Revenue Code or any and all payments made by the Company under the Pension Plan, if the Company desires or it's required to establish such deductibility.

Section 2

The establishment and continuation of the Pension Plan are contingent upon and subject to retaining such approval of the governmental agencies as the Company through the Plan Administrator deems necessary or advisable to obtain.

Section 3

The Company through the Plan Administrator agrees to furnish upon request from the HGU, for each calendar year in which this Agreement is in effect, a copy of all information which becomes a matter of public record concerning the Pension Plan which is filed by the Plan Administrator in accordance with the Public Law 93-406, the Employee Retirement Income Security Act of 1974. The HGU agrees that by furnishing such information the Plan Administrator will fully comply with any statutory or other obligation to supply the HGU with information concerning the operation of the Pension Plan.

TITLE IV – SAVINGS

Section 1

Effective April 1, 1987, the Savings Plan was established for employees. Such employees are eligible to participate in the Savings Plan subject to the terms and conditions of the Plan.

Section 2

The establishment and continuation of the Savings Plan are contingent upon and subject to retaining such approval of governmental agencies as the Plan Administrator deems necessary or advisable to obtain.

Section 3

The Company through the Plan Administrator agrees to furnish upon request from the HGU, for each calendar year in which this Agreement is in effect, a copy of all information which becomes a matter of public record concerning the Savings Plan which is filed by the Plan Administrator in accordance with the Public Law 93-406, the Employee Retirement Income Security Act of 1974. The HGU agrees that by furnishing such information the Plan Administrator will fully comply with any statutory or other
obligation to supply the HGU with information concerning the operation of the Savings Plan.

TITLE V - DURATION

Section 1

This Agreement between the Company and the HGU will become effective November 1, 2015, and will, subject to the terms, continue in full force and effect as to the Company and the HGU until the 31st day of October 2020, except that it will be terminable by the Company prior to that date in the event the Company will cease to manage, operate and maintain the Hanford Plant of the Department of Energy under Prime Contract DE-AC06-96RL14728 between MSA LLC and the Department of Energy. Such termination will be effective immediately upon the giving of written notice to the HGU.

Section 2

This Agreement for the term whereof will be the exclusive and definitive Agreement between the parties with respect to Insurance, Pension and Savings.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized officers and representatives this 27th day of October 2015, at Richland, Washington.

HANFORD GUARDS UNION

MSA LLC

Eduardo Pacheco  
President, HGU

Mary J. Murphy  
Todd Beyers, Vice President  
Human Resources

James K. Dewey  
Business Agent, HGU

Mary T. Murphy, Director  
Labor and Employee Relations
SUPPLEMENTAL AGREEMENTS AND UNDERSTANDINGS

1. Memorandum of Understanding – Human Reliability Program (HRP)

2. MSA LLC Workers’ Compensation

3. Income Protection Plan (IPP)

Memorandum

of

Understanding

Between

MSA LLC

and

Hanford Guards Union (HGU), Local 21

10 CFR Parts 710 and 712

Human Reliability Program (HRP)
HRP, 10 CFR Parts 710 and 712 consolidates the Personnel Security Assurance Program (PSAP) into a single program which incorporates all the important facets into a coherent, comprehensive and concise regulation. This document represents the understanding and agreement between MSA LLC and the Hanford Guards Union Local 21 (HGU) regarding HRP and supersedes and replaces existing agreements on HRP and Polygraph Examinations.

1. **Applicability**

   All Security Police Officers (SPOs) in the HRP are, as a condition of employment, subject to the terms and conditions of the HRP. Individuals currently in HRP will be grandfathered into HRP.

2. **Alcohol Testing**

   All SPOs are subject to unannounced, random alcohol testing for the use of alcohol. All SPOs must undergo an initial alcohol test and a random alcohol test at least once every twelve (12) months from the previous test.

3. **Alcohol Testing Protocol**

   Breath Alcohol Testing will be conducted by a Certified Breath Alcohol Technician (BAT) and conform to DOT procedures (49 CFR Part 40) for use in an evidential-grade breath analysis device approved for 0.02/0.04 cut-off levels which conforms to DOT model specifications.

   The evidential-grade breath analysis device is calibrated on a regular basis to ensure the integrity and accuracy of each test.

   The regulation as established in 49 CFR Part 40 also deals with analytical testing procedures, confirmation tests and privacy provisions.

4. **Drug Testing**

   In accordance with the provisions of 10 CFR 707 and 10 CFR 712, all SPOs are subject to unannounced, random drug testing. All SPOs must undergo a random drug test at least once every twelve (12) months from the previous test.

5. **Drug Testing Protocol**

   Drug testing protocol for unauthorized drugs should follow the provisions outlined in the Department of Health and Human Services (DHHS), the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines, "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Additionally, the Department of Transportation "split sample" collection method will be utilized.

   The parties agree that these samples will only be used for drug testing purposes.
6. Reporting Requirement

Drug and alcohol testing is not an option. Failure to report for testing when notified or failure to cooperate with the Collector/Breath Alcohol technician will jeopardize the SPO's HRP status. Additionally, any SPO who is given firm notice to report and refuses to report will be subject to disciplinary action. However, an SPO will not be required to report for testing if they are selected on a day for which they had a previously approved absence.

It is expected that an employee would be instructed to provide a sample during their scheduled shift, i.e., not on a holdover or on a call-in basis. If an individual is sent to the collection/sampling site to provide samples during their regular shift and is not able to provide a sample, the individual will remain at the collection facility until a sample is given. If applicable, the appropriate overtime will be paid for time at the collection facility site.

SPOs must remove weapons before reporting to the collection facility site.

Company transportation to and from the collection site will be provided.

7. Testing Notification

SPOs selected for testing will be notified by their management and will report to the collection facility site for testing within two hours from the time of notification. Management will provide HRP testing notification to the SPO, and the SPO will initial, date, and enter time of notification on the form to provide auditable documentation. SPOs will also take this HRP testing notification with them when they report to the collection facility site.

8. Types of Drug and Alcohol Testing Required

SPOs will be tested for the use of illegal drugs and alcohol in accordance with the Federal Regulations. A confirmed positive drug or alcohol test will cause the SPO to be immediately removed from HRP, and may cause other actions including termination of employment. (refer to Section 9.0 of this document)

The Federal Regulations set forth requirements for testing as outlined below:

A. Initial Drug and Alcohol Testing: As part of the process for entrance into HRP, each SPO will receive an initial drug and alcohol test.

B. Random Drug and Alcohol Testing: All SPOs will be subject to unannounced, random drug and alcohol testing during the year. The process for identifying SPOs to participate in random drug and alcohol testing will be made on a random selection basis which is computer generated. Random lists will be generated based on a given shift being available to test.

C. HRP Drug and Alcohol Testing: Any SPO who has not been selected for drug and alcohol testing within a year from their last test will be identified by the HRP office for an annual test, in order to meet the requirements for drug and alcohol testing on an annual basis. Any SPO who requires an annual drug and alcohol test will be tested during a future testing session.
D. **Reasonable Suspicion/Occurrence Drug and Alcohol Testing:** All SPOs will be subject to drug and alcohol testing, and will submit to such testing on request when they engage in conduct which causes reasonable suspicion that drugs or alcohol are being used, or when they are involved in a reportable occurrence.

9. **Positive Drug or Alcohol Screen - Impact on SPOs Status**

**Drugs**

Any SPO who tests positive for drugs will be immediately removed from HRP and will not be allowed to perform HRP duties. Additional actions are described below:

A. An SPO who is drug tested for reasonable suspicion/occurrence and whose results are positive will be discharged from employment.

B. An SPO who is drug tested during the initial, random or annual testing requirement and whose results are positive will have their clearance administratively terminated by MSA LLC and will be removed from the Patrol organization.

An SPO who tests positive during the initial, random or annual testing and is placed in a non-Patrol position, will be eligible for rehabilitative assistance consistent with the MSA LLC benefits plan relative to substance abuse treatment. Additionally, an employee will be eligible for salary continuance and short-term disability.

Such an employee who is retained will, as a condition of employment, participate in a mandatory follow-up program under the direction of the Occupational Medical Service Provider (OMSP). Successful completion of this program is mandatory. This follow-up program will occur for a minimum of twelve (12) months and a maximum of thirty-six (36) months as determined by the OMSP.

In the event that in-patient treatment is necessary, the time frames outlined in paragraph D. below will not begin until the employee has completed the in-patient treatment. Follow-up programs are not considered part of the in-patient program.

C. MSA LLC will attempt to place such employee in another position within MSA LLC based upon their background, education, training and experience. There is no automatic right to another position within MSA LLC. An employee placed in another position will be paid at the appropriate rate for the job in which they are placed.

D. If no suitable employment is available within sixty (60) days, an individual on a case-by-case basis, may be granted a thirty (30) day extension. Factors considered in extending the sixty (60) day time limit include, but are not limited to the employee's overall employment record and their diligence in finding/bidding on openings and available openings. The maximum time frame, including the extension, is ninety (90) total calendar days. At the end of the sixty (60) or ninety (90) days, whichever is applicable, if no suitable employment is available, the employee will be terminated from MSA LLC.

E. Under the provisions of 707.14(f) and SAMHSA guidelines, an individual may request a retest of the same sample (using the split sample) if the first sample produced a positive test result. The individual will bear the cost of transportation and/or testing of
the specimen. However, if the test results of the second test are negative, MSA LLC agrees to reimburse the employee for the cost of the transportation and/or testing of the second test at a SAMHSA certified laboratory.

If the individual wants a retest, they must request the second test through the OMSP within seventy-two (72) hours from receiving notification of the positive test results on the first test. If the results of the retest fails to reconfirm the positive results reported on the initial test, the OMSP will void the initial test results and the individual will be returned to HRP duties subject to random testing once more, as if the original test had not been given.

Alcohol

A. An employee selected for a random alcohol test and tests at a level of 0.02 or greater blood alcohol concentration is considered to have tested “positive” for alcohol and will be immediately removed from work for a period of twenty-four (24) hours, unpaid. The Company will provide the SPO transportation home.

After twenty-four (24) hours, the individual will be evaluated by the OMSP for a determination as to whether further treatment/assistance is appropriate. After the initial twenty-four (24) hour period, the SPO may use available “P-Time”, up to a maximum of thirty-six (36) hours, for any regularly scheduled hours of work missed, while processing back to work through the OMSP. If evaluation scheduling conflicts at the OMSP cause an SPO to be delayed beyond the “P-Time” allotment, the SPO will receive pay through the use of other appropriate pay codes. If follow-up treatment is required, it will be at the direction of the OMSP. An employee must successfully participate in a follow-up care and monitoring program under the direction of medical personnel at the OMSP.

In addition to being evaluated and successfully participating in any follow-up care or monitoring program, the employee must be re-tested and have a blood alcohol concentration below 0.02.

B. An SPO who is alcohol tested for Reasonable Suspicion/Occurrence and whose results are “positive” will be discharged from employment.

C. An SPO who is alcohol tested during the initial, random or annual testing requirements and whose results are "positive" may have their clearance administratively terminated.

An SPO who tests positive for alcohol during the initial, random or annual testing will be eligible for rehabilitative assistance consistent with the MSA LLC’s benefit plan relative to substance abuse treatment. Additionally, an employee will be eligible for salary continuance and short-term disability.

Such an employee who is retained will, as a condition of employment, participate in a mandatory follow-up program under the direction of the OMSP. Successful completion of this program is mandatory. This follow-up program will occur for a minimum of twelve (12) months and a maximum of thirty-six (36) months, as determined by the OMSP. In the event that in-patient treatment is necessary, the time frames outlined on paragraph 9E below will not begin until the employee has
completed the in-patient treatment. Follow-up programs are not considered part of the in-patient program.

D. MSA LLC will attempt to place such employee in another position within MSA LLC based upon their background, education, training and experience. There is not automatic right to another position within MSA LLC. An employee placed in another position will be paid at the appropriate rate for the job in which they are placed.

E. If no suitable employment is available within sixty (60) days, an individual, on a case-by-case basis, may be granted a thirty (30) day extension. Factors considered in extending the sixty (60) day time frame include, but are not limited to, the employee’s overall employment record, their diligence in finding/bidding on openings and available openings. The maximum time frame, including the extension, is ninety (90) total calendar days. At the end of the sixty (60) or ninety (90) day period, whichever is applicable, if no suitable employment is available, the employee will be terminated from MSA LLC.

10. Psychological Evaluations

As outlined in the HRP requirements and regulations, 10 CFR Part 712.14 “Medical Assessment”, SPOs in the HRP will be subject to psychological evaluations pursuant to section (f) (1), (2) and (3). (for clarification that the written psychological test is conducted every third (3rd) year)

11. Counterintelligence Polygraph Examinations

All SPOs in the HRP are, as a condition of employment as a SPC, subject to polygraph testing based upon the provisions contained in the Code of Federal Regulations (10 CFR Parts 710).

SPOs will be given notice to take a polygraph examination as provided for in the Department of Energy (DOE) Polygraph Regulations [currently at least ten (10) days written notice excluding weekends and holidays]. This examination will only be requested and administered for the purpose of federal regulation compliance.

Under the provisions of the federal regulations, a SPO may decline the request of DOE to take a polygraph examination. If this situation occurs, the individual will be immediately denied access to the regular duties of a SPO and be placed in a HRP disqualified status. The Company, will assign the individual to other non-HRP duties for up to sixty (60) calendar days. During this time, the individual may seek other employment opportunities. If, at the end of the sixty (60) day period the individual has not found other employment, he will be terminated from the Company.

If an SPO has their security clearance suspended or revoked following actions resulting from a polygraph examination, the SPO will be suspended with pay until a final decision is rendered by the DOE Hanford Site Manager, or if the employee chooses, the Director Office of Safeguards and Security, DOE Headquarters, provided the employee appeals the decision of the Site Manager to DOE Headquarters within thirty (30) calendar days of the date they were notified of the action. Details concerning the appeal process can be found in 10 CFR 710, Subpart A, Section 710.20 “Administrative Review”. Subsequently, if the decision is upheld by DOE Headquarters, and pending a review by Company officials, the
SPO may be reinstated to other non-HRP duties for up to sixty (60) calendar days to seek other employment opportunities or be immediately discharged from the Company.

Any issue relative to polygraph testing conducted by the DOE Office of Counterintelligence, including any subsequent decision made by DOE to revoke an SPOs access, is not subject to the grievance and arbitration process.

12. Wages, Hours of Work, Travel, etc.

SPOs taking a polygraph examination at the Hanford site or out of town facility as may be designated by the DOE, will be compensated pursuant to the terms and conditions of the Collective Bargaining Agreement. For the purpose of polygraph examinations only, there are no set start times and the standard hours of work will not apply if the polygraph exam is given on the SPOs regular scheduled day off. If the SPO travels out of town to take the polygraph exam, the SPOs “workday” on the day of the exam will start when they are required to be at the examiner’s office and will end after the polygraph examination has concluded [minimum of two (2) hours] or if traveling back home on that day, when the SPO arrives back to the city of their original departure.

For polygraph examinations that require the SPO to travel out of town, the Company will assist the SPO in making all arrangements and pay for all costs associated with the out of town examinations (e.g., travel, lodging, meals, etc.) based on the Company’s established policy of “Traveling on Official Business”, HNF-PRO-10990.

If a SPO travels out of town for a polygraph examination, the SPO will not be required to take the polygraph exam on the designated travel day (i.e., travel on a Monday, the polygraph will be conducted on a Tuesday). Out of town will mean any destination away from the Tri-Cities, Washington where an overnight stay is required. (Currently, the DOE Office of Counterintelligence Programs is located in Albuquerque, New Mexico).

When a SPO is notified to take a polygraph examination, the exam may be arranged to be taken on the SPOs regular day off. In this case, the day will be counted as one (1) of the eleven (11) regular days off per calendar year that the SPO may be scheduled for training, exercises, etc., as specified in Article VIII Section 6 of the Collective Bargaining Agreement.

Notwithstanding the above, the Company cannot guarantee that in every case, a polygraph examination will be scheduled on the SPOs regular scheduled day off.

The Company may release a SPO from a portion of their assigned shift with compensation, to allow adequate time prior to traveling out of town for a polygraph examination. If the examination is to be conducted in the Tri-Cities area, SPOs working the night shift may be released from work with compensation up to the mid-point of their shift to allow for proper rest prior to returning for the polygraph examination. The compensated time off will be counted as hours worked for the purposes of computing overtime in the workday/workweek.

13. Medical Conditions Affecting Polygraph

Certain medical conditions may prevent a polygraph baseline from being established, thereby preventing a SPO from completing a counterintelligence polygraph examination. If DOE subsequently revokes access to a SPO who cannot complete a polygraph
examination due to a diagnosed medical condition by the Occupational Medical Service Provider (OMSP) and the SPO is a participant in the Income Protection Plan (IPP), application for the disability benefits under the IPP may be made. In making the determinations referred to above, the OMSP physician(s) will always consider recommendations offered by non-OMSP physicians. However, the final decision is solely that of OMSP. The SPO must meet the “Eligibility for Benefits” requirements as described in the Plan before any benefits will be approved.

James K. Dewey, Business Agent
Hanford Guards Union, Local 21

Mary T. Murphy, Director
Labor and Employee Relations

1/27/16
Date

1/27/16
Date
MSA LLC Workers’ Compensation

If an employee loses work time due to an occupational illness or injury, they have the ability to receive time-loss benefits from the DOE’s self-insured workers’ compensation program as administered by the current Worker’s Compensation Claims Administrator (WCCA). In calculating the time-loss benefit, WCCA includes all earnings; base pay, overtime, shift differential, certification pay and corporate reimbursable pay over the twelve months prior to the injury. On average, the time-loss benefit equals 65% of the earnings during the previous twelve months.

Based on the amount of overtime an employee works, the time-loss benefit can compare to the employee’s regular base pay. Once you consider the time-loss benefit is nontaxable income to the employee, the actual “take home” pay while on time-loss may exceed the “take home” pay while working.

Under the current process, MSA LLC pays the employee the difference in their base pay and the amount received as a time-loss benefit from WCCA. This process allows for the employee to maintain current on deductions for medical insurances and company sponsored savings programs. This also allows the employee to receive the difference in the withheld taxes, due to the time-loss benefit being nontaxable. In some cases, this difference can equate to several hundreds of dollars.

MSA LLC will provide employees the ability to receive “net pay” compensation equal to their administratively calculated “net pay” while working, and the ability to maintain current benefit deductions while receiving time-loss benefits from WCCA.

Plant Injury (PI) time will be provided for absence for employees who are seeking medical attention for an occupational illness or injury. PI time, not to exceed four (4) hours per day, will be used when the employee receives no time-loss benefit from WCCA.

Disability Equalizer Benefit

The Disability Equalizer Benefit (DEB) will be provided to an employee if the employee’s administratively calculated net pay, while working, is greater than the administratively calculated net pay while receiving time-loss compensation from WCCA.

Administratively calculated net pay while working will be determined by the following calculation:

Base Hourly Wage x 40(hours), less deductions for medical, dental insurances, savings contribution up to 5% maximum and Federal Income Tax (FIT) at 15% and Federal Income Contributions Act (FICA) at 7.65% [Social Security and Medicare].

Example: an employee earning $30.38 an hour with a medical deduction of $42.59 and a dental deduction of $2.40 and contributing 5% ($60.75) to the company sponsored savings plan.
$30.38 \times 40 (hrs) = 1,215.20
$42.59 - $2.40 - $60.75^* = 105.74 \text{ (less)}
$166.39 \text{ (FIT 15\%)} = 166.39 \text{ (less)}
$89.51 \text{ (FICA 7.65\%)} = 89.51 \text{ (less)}
853.56

Administratively calculated net pay while working = $853.56

Administratively calculated net pay while receiving time-loss benefit from the WCCA will be determined by the following calculation.

Actual time-loss compensation amount less deductions for medical, dental insurances, savings contribution up to 5\% maximum.

*Example:* same employee as previous example, but receiving WCCA provided time-loss compensation, based on previous twelve months of $851.25, with medical deduction of $42.59 and a dental deduction of $2.40 and contributing 5\% ($60.75) to a company sponsored savings plan.

$851.25
$105.74 \text{ (less) Total of all deductions}
874.51

Administratively calculated net of time-loss benefit = $745.51

In this case, the administratively calculated net pay while working is more than calculated net pay for time-loss compensation, a DEB of $107.88 would be provided. Additionally, a tax adjustment of $7.94 will be added to ensure net pay is equal.

$853.56 - $745.51 = $108.05 + $7.94 \text{ (tax adjustment)} = 115.99 \text{ (Total DEB & tax adjustment)}

MSA LLC Payroll will process the amount and appropriate taxes and savings contribution will be deducted. Any deductions not deducted will be placed into arrears. The employee will have the option to self-pay benefit premiums monthly, or pay arrears balances when returned to work. The employee would retain any net pay after taxes and deductions are deducted.

All court ordered deductions will take priority over health care and savings deductions.

One of the priorities behind the DEB is to allow the employee the opportunity to maintain their contributions to the company sponsored savings plan, and receive the company matching based on the employee contribution at the time of the occupational illness or injury.

To ensure this, the employee will have the option of making-up all missed savings contributions through additional contribution when returned to work. MSA LLC will contribute to the employee's company sponsored savings account up to a maximum of 4\%, based on the employee's elected contribution percentage at the time of the illness or injury.
**Plant Injury (PI)**

In addition to the implementation of the DEB, employees absent from work in partial day increments, **not to exceed four (4) hours per day**, due to an occupational illness or injury, and no time-loss benefit will be provided from the WCCA, continue to charge to the contract allowable absent code Plant Injury (PI) in the MSA LLC Time Information System (TIS).

Additionally, based on the requirements of the State, occupational time-loss benefits are not provided for the first three days of illness or injury unless the absence extends for a minimum of 14 days. In these cases, the employee will use PI time for the time not covered by time-loss benefits from the WCCA.

**Example:**

An employee is injured on Wednesday morning and is out of work Wednesday, Thursday and Friday. If the employee remains out of work for 14 consecutive days, the WCCA will provide time-loss benefits starting Wednesday. If the employee returns to work within 14 days, the first 3 days will be charged to PI time.

**Case Management**

1. MSA workers compensation POC will continue to work with WCCA, the site occupational medical provider, DOE, management and employees to ensure efficient case management strategies are in place.

2. DEB will be limited to 180 days per qualifying event.

3. MSA will continue to review all time-loss cases with WCCA.

4. MSA will continue meetings with WCCA and DOE to evaluate open cases.

5. MSA will continue to interface with employees and management on case progress and accommodating employee work restrictions.

6. MSA will continue to maintain close communications with WCCA claims adjusters.

**Arrears Balances**

This provision applies only to employees that are receiving time loss benefits from WCCA.

The employee will have the option to self-pay benefit premiums while absent from work or pay arrears balances when returned to work under the following schedule:

1. For arrears balances of two-hundred and fifty dollars ($250) or less: Full payment deducted from the employee’s first regular payroll advice or paycheck.

2. For arrears balances over two-hundred fifty dollars ($250): Weekly payroll deductions (medical, dental, union dues) until balance paid in full. Payment schedule will be equal to, not to exceed, the amount of time the employee was absent from work receiving time loss benefits from the State of Washington for Workers' Compensation. The employee
may also elect to pay the balance in weekly increments less than the amount of time the employee was absent from work.
Supplemental Agreement 3

Income Protection Plan Changes
IPP Highlight Sheet
December 17, 2015

► SPO’s hired after October 31, 2010, will be given the option to enroll in the IPP. This option must be exercised within their first six calendar months of employment as an SPO.

► The following will apply to non-grandfathered SPOs hired after October 31, 2010:
   a. Employee premiums are 7.5% of base salary
   b. Benefit payments are 70% of base salary
   c. Benefit duration is 36 months maximum

► If an employee does not successfully complete their probationary period, employee contributions will be refunded.

► The following will apply to grandfathered SPOs hired prior to October 31, 2010:
   a. Employee premiums are as follows:
      1. February 1, 2016: 2.0% of base salary
      2. November 1, 2016: 2.5% of base salary
      3. November 1, 2017: 3.0% of base salary
      4. November 1, 2018: 3.5% of base salary
      5. November 1, 2019: 4.0% of base salary
   b. Benefit payments are 80% of base salary
   c. Benefit duration is 60 months maximum
   d. Maximum Benefit Payouts
      1. One (1) month of income Protection Benefit for each two (2) months of service
      2. Probation period completed – ten plus (10+) years’ service = maximum of sixty (60) months of benefit at eighty (80%) percent

► Qualifying for IPP - To qualify for income protection benefits, a Participant must meet the following requirement:

The Occupational Medical Service Provider (OMSP) Designated Physician must determine in a written medical opinion that the participant is incapable of meeting the
applicable medical and/or physical fitness qualification standard(s) under 10 CFR Part 1046. This provision would require that the Designated Physician's determination, approved by the Physical Protection Medical Doctor (PPMD), be based on an examining physician's recommendation or any other signs or symptoms that the PPMD deems medically sufficient to remove an SPO from duty and thus, qualifying the Participant for the benefit.

- Within six months of contract ratification, existing IPP participants will be offered a one-time opt-out of the IPP and reimbursement of their previous contributions to the IPP.

Those still in the IPP will be given one opportunity annually, during open enrollment, to opt out but there would be no reimbursement of their previous contributions to the IPP.

SPO's that opt out of the IPP will not be eligible to re-enroll.

- Benefit Limitations

For SPOs that go out on IPP Benefits, including those currently on IPP, they will have the option to sign up for dental coverage, based upon the benefits offered for SPOs. If an employee chooses coverage, they will pay the appropriate employee contribution. This option is not available for the special retirement feature of IPP.

All other provisions of the existing IPP Plan remain unchanged.

- Special Retirement Feature of the Income Protection Plan

With reference to the provisions of this benefit as set forth in the Pension and Insurance Agreement, Title V – Income Protection Plan, the following special option will be afforded to qualified IPP participants during the life of the MSA LLC/HGU 2015 Agreement.

SPOs who are 55 or older, or who become age 55 on or before November 1, 2020 who are hired prior to November 1, 2010 and who have or will have ten (10) or more years of service as a SPO, may declare to elect full retirement without actuarial reduction in lieu of further attempts to meet the physical qualification requirements of 10 CFR 1046.

If an employee retires under the provisions set forth in the IPP, the employee shall receive an additional allowance or "Bridge" of $425 per month, payments coinciding with the payment of Company pension benefits and the "Bridge" payments shall end when the retiree is sixty-two (62) years old.

Under the lump sum option, the formula that MSA LLC uses is governed by Internal Revenue Code requirements. Under the provisions of a monthly annuity, the plan documents govern the provisions of each choice which is based on a multiplier of 1.6% (grandfathered) or 1.2% (non-grandfathered) as outlined in the Hanford Guards Union Pension Plan.
Discontinuation of the IPP:

The Company and the Union agree that the below language was deleted from the 2010 MSA LLC/HGU Labor Agreement in lieu of the IPP language. If the IPP program is discontinued, the below will be put back into Article XIV, Seniority.

SPOs who have reached age fifty (50) may submit a written request for preferential layoff to the Company. First consideration for preferential layoff will be given in order of seniority to those SPOs fifty (50) and over who fail to meet the physical qualifications and medical standards now specified in the Department of Energy's (DOE) 10 CFR Part 1046 Physical Protection of Security Interests, or as hereinafter revised, as determined by the Occupational Medical Service Provider (OMSP). After this group has been accommodated, others who have applied who are age fifty (50) or over will be given consideration on the basis of seniority. It should be recognized that as additional SPOs are unable to meet the physical qualifications and medical standards referred to above and apply for preferential layoff, they will be given preference over this later group.

Effective dates on all preferential layoffs will be determined by the Company and will be contingent upon the availability of suitable qualified replacements, if such replacements are required. A SPO will not qualify for a preferential layoff if their removal from the rolls occurs on a date not scheduled or approved by the Company, and any SPO so terminating will be considered to have terminated voluntarily.

A SPO who is granted a preferential layoff will, at the time of such layoff and provided they comply with the effective date scheduled by the Company, receive whatever separation pay and other benefits and considerations for which they would have qualified if they had been involuntarily laid off. Such SPO will forfeit all seniority and recall rights.
Hanford Guards Union
Local 21
International Guards Union of America
P.O. Box 987
Richland, Washington 99352

December 29, 2015

David L. Mohan
President
HAMTC

Re: Benefits Negotiations

Since HGU shares the Pension/Benefit package that is negotiated under the MSC, we are requesting two HGU representatives be included in any future negotiations between HAMTC and Mission Support Alliance, LLC. We believe our participation would be beneficial to both parties.

Acceptance of this letter would afford HGU an opportunity to represent its members during that time. This would also allow us to discuss, review, and express HGU's view of company proposed benefits.

It is expressly understood and agreed that HGU would not be a voting member on the HAMTC benefits proposal.

Fraternally,

Edward Pacheco
President
Hanford Guards Union

Concurrence:

David L. Mohan
President
Hanford Atomic Metal Trades Council