

COLLECTIVE BARGAINING AGREEMENT

Between



and



LOCAL 159

November 28, 2016 – November 1, 2020

Savannah River Site

Aiken, SC

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PREAMBLE

This AGREEMENT has been made between Centerra-SRS (hereinafter referred to as the Company) and Centerra-SRS Protective Force Lieutenants and Protective Force Sergeants (hereinafter referred to as the IGUA Local 159 or Union) and is entered into this November 28, 2016.

The Company and the Union have a common interest and obligation in the protection of the Savannah River Site (SRS). Therefore, a working system and harmonious relations are necessary to maintain mutual confidence between the Company and the Union. Therefore, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

1.1 This agreement includes all provisions, terms and obligations set forth therein, shall be binding upon the parties hereto, and no wages, benefits or working conditions shall be affected, modified, altered, or changed in any way.

1.2 For the purposes of this agreement, the Union consists of all Sergeants and Lieutenants in the Protective Force employed by the Company at Savannah River Site as defined in DOE Order 473.3a and 10 CFR 1046 and any other DOE Orders and Directives.

1.3 The Company hereby recognizes the IGUA Local 159 as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment designated by the National Labor Relations Board's Certification of Representation on February 24, 2016, in case No. 10-RC-126849. The Lieutenants and Sergeants are supervisors, and they possess authority to, and do, direct subordinates and exercise independent judgment.

1.4 The use of one gender in this agreement shall include the other gender. As used herein, the words "he", "his", "him", and "employee" refer to both male and female employees.

ARTICLE 2 FAIR EMPLOYMENT PRACTICES

2.1 The Company and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, religion, sex (including pregnancy), color, age, national origin, genetic information, veteran's status, or Union affiliation, nor against the qualified physically disabled.

2.2 The parties further agree to comply with all applicable Federal Laws and Executive Orders pertaining to non-discrimination, including all orders issued by the Office of Federal Contract Compliance and other orders which are applicable to government contract operations such as that conducted by the Company.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management of the business and direction of the supervisory security forces are exclusively the right of management. These rights include the right to:

- (a) Hire;
- (b) Determine the number, location and type of posts;
- (c) Direct the working forces and manage the business;
- (d) Assign work;
- (e) Discontinue temporarily or permanently any posts;
- (f) Demote, discharge, discipline or suspend for just cause;
- (g) Promote, layoff, recall, or transfer;
- (h) Maintain order and efficiency of operations;
- (i) To issue, amend and revise policies, work rules, regulations, practices and establish job content;
- (j) Decide on the supplies, equipment, or weapons to be used;
- (k) Determine the size of the workforce, including the number of employees assigned to any

particular shift;

- (l) Determine the qualification of an employee to perform work.

3.2 Employees shall be required to adhere to all DOE Regulations, Directives, Orders, and other requirements, and Centerra-SRS Rules and Regulations.

3.3 The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Company had prior to signing of this Agreement are retained by the Company except those specifically abridged or modified by this agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any functions reserved to it shall not be deemed a waiver of any such right.

ARTICLE 4 BULLETIN BOARDS

4.1 The Company shall provide the Union with space allocated for bulletin boards at each area.

4.2 Bulletin board notices shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notice of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings and other Union business.

ARTICLE 5 EXAMINATIONS

5.1 Physical, medical, and/or mental examinations of employees may be required by the Company as per DOE Directives and Orders and as per 10 CFR 1046 part 1046.13. The Company also has the right to require substance abuse screenings as authorized by the Human Reliability Program, Personnel Reliability Program, DOE Regulations, Directives and Orders along with 10 CFR 707 and 10 CFR 712.

5.2 The Company and Union will assure adequate safeguards and privacy of such tests are maintained to assure accuracy.

5.3 All employees will be substance abuse tested in accordance with Company policy and procedure. The Company's policies and procedures may be updated by the Company from time to time to comply with DOE Regulations, Directives, Orders and requirements and any applicable state or federal laws or regulations.

ARTICLE 6 TRAINING

6.1 This article pertains to any training provided to Lieutenants and Sergeants. Training will be determined as directed in applicable CFRs, DOE Orders and Directives and Company policies and procedures.

6.2 The Company will provide the Union an opportunity to provide input and to review the Annual Training Plan (ATP), applicable Job Task Analysis (JTAs) and Training Needs Analysis (TNA).

ARTICLE 7 UNION REPRESENTATION

7.1 The Union representation will consist of a President, Vice President, Chief Steward/Business Agent, Secretary/Treasurer, Sergeant at Arms and three (3) Trustees/Stewards.

7.2 Meetings requested by the Company will be conducted on Company time. The place, time, attendees, and purpose of meetings will be established in advance by mutual agreement by the parties.

7.3 The Union will keep the Company advised of the identity of the Trustees/Stewards as well as the executive board members representing the Union. The Union President will notify the Company of the employees designated to represent the Union.

7.4 When the Union and the Company mutually deem it necessary for a Union Representative who is not an employee of the Company to enter the site for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company shall, at the written request of the Union, arrange access for these personnel in accordance with site directives. The Company will be considered to have fulfilled its obligation by making the request to DOE.

7.5 Official representatives of the Union, with proper DOE clearance, will be allowed to visit the Company's premises and offices (limited to General Site access) and to visit employees on the job for the purpose of determining that this agreement is being carried out. These visits will be coordinated with the Company in advance and there will be no interference with the business of the Company.

7.6 Union members have the right to have a Union representative present in meetings that involve counseling and discipline. With the respect to those meetings, Union representatives in an on-duty status will be compensated and those in an off-duty status will not be compensated. No Union member will be denied Union representation.

7.7 Letters of agreements (LOAs) between the Company and the Union will require two (2) signatures: the IGUA Local 159 President and the IGUA Local 159 Business Agent or a designee approved by the Union executive board. The Union President will provide the Company in writing with the name of the designee approved to sign.

7.8 Union Officials and Stewards will be allowed reasonable (reasonable is defined as a cumulative total for up to 520 hours per calendar year, not including Sundays and holidays, for the Bargaining Unit executive board) time off to perform Union duties providing advance notice is given to permit programming such absences in the duty schedule. IGUA Local 159 President or his designee will provide the meeting dates seven (7) working days in advance to the Labor Relations Department. Company approval is contingent upon the post being backfilled. This relief shall not incur additional expense to the Company. Contract Negotiation is excluded from the 520 hours for Union meetings.

- (a) For any work week through January 1, 2017, in which an exempt employee does not work 40 hours, accrued leave (vacation or personal time) must be taken for all hours not worked up to 40 hours while attending Union meetings.
- (b) Nonexempt employees will not be compensated for hours that are not worked unless using vacation or personal time. Otherwise, non-exempt employees will be placed in authorized absence for Union Business.
- (c) No bypasses will be credited to the Company as a result of this process.

7.9 Union Officials and Stewards shall not leave their assigned areas on any Union business without first obtaining approval from their immediate supervisor, and upon returning to their post, they will check back in with their supervisor. Permission will not be unreasonably withheld.

ARTICLE 8 PAY CHECKS

8.1 Pay checks will be issued by direct deposit to the financial institution of the employee's choosing.

- (a) Voluntary deductions to Credit Union/Banks, savings bonds, will be by direct deposit in the appropriate business establishment in the employee's name on the day the payroll checks are issued.
- (b) The Union employee will have access to their weekly electronic pay stub through the Centerra-SRS Intranet.
- (c) Settlements involving pay will be paid on the next scheduled pay period.

ARTICLE 9 STRIKE/NO STRIKE

9.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

9.2 The Union collectively, and each employee individually, agree they will not, during the term of this Agreement, call, engage in, or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott, or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.

9.3 The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.

9.4 In the event that a breach of the no strike clause occurs, the officers of the local Union will immediately, upon written request and/or notice from the Company, make reasonable, earnest, good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work.

These good faith efforts on the part of the local Union officers shall include, but not be limited to, continuing to do their jobs and providing the Company a written statement within 24 hours of the request and/or notice that can be provided to the employees that declares the strike to be unauthorized and directs the employees to return immediately to work.

9.5 Any employee during the term of this Agreement who engages in any of the activities described in Article 9.2 above shall be subject to immediate disciplinary action up to and including discharge.

9.6 In the event of any work stoppage by another labor group involving the Client's property or operation, employees will continue to man posts and carry out assignments for the protection of life, property, and protection of security interest.

9.7 An employee disciplined for violation of this provision shall have the right to have the matter reviewed through the Grievance and Arbitration Procedures as provided herein, but the only question to be determined shall be whether the employee actually participated in such violation.

ARTICLE 10 JURY DUTY/COURT APPEARANCES

10.1 All Bargaining Unit employees called for jury duty or who are required by court process to attend court proceedings in which the employee is not a principal nor has any financial interest in said court proceedings shall be paid his regular base pay for any time lost from work, provided the employee gives to the Company any pay or witness fee (except for travel or meal allowance) received for such court appearances. Employees must provide appropriate documentation to substantiate assignment to jury duty or appearance in court.

10.2 Hours paid for jury duty shall be counted as hours worked for the purpose of overtime.

10.3 Bargaining Unit employees will not be paid for any court proceedings in which they are a litigant not represented by the Company.

ARTICLE 11 UNION MEMBERSHIP/CHECKOFF

11.1 The Company and the Union agree that all Protective Force Lieutenants and Sergeants covered by this Agreement will be given the opportunity to become members of, or decline membership in the Union.

11.2 Subject to the limitations of any state or federal law, the Company agrees to deduct from wages earned each calendar week by an employee covered by this Agreement; the Union membership dues and initiation fees levied by the Local Union, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will advise the Company the amount of fees to be collected for dues and initiations. The Company will be advised by the Union of any change in the sum of money to be deducted as dues pursuant to the authorization provided. However, the Union shall only be allowed to change the sums of money to be deducted once per contract year.

11.3 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the President or Treasurer of Local 159 no later than the 15th of the month subsequent to the month in which such sums were deducted by the Company.

11.4 The Check-Off Authorization Card to be executed and furnished to the Company by the Union and the employees shall be the official Union Authorization for Check-Off of Dues. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.

11.5 The Union accepts full responsibility for the authenticity of each check-off card submitted to the Company. Check-off cards that are incomplete or in error will not be accepted and will be returned to the Union for correction. The Union agrees that upon receipt of proper proof, the Union will refund to the employee any deduction(s) erroneously or illegally withheld from an employee's earnings. The Union further agrees to indemnify the Company and hold the Company harmless against any and all claims, suits, demands, or other forms of liability which may be made against the Company by any party for amount(s) deducted from wages as herein provided.

11.6 No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this agreement nor who is not in a working pay status (Ex. Military leave, leave without pay, short term disability, long term disability). Upon return to work, deductions will be automatically resumed, provided the employee has not revoked their Union membership and provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

11.7 Deduction of membership dues shall be made provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues does not extend beyond the pay period in which the employee's last day of work occurs.

ARTICLE 12 PROMOTION AND CONTINUED EMPLOYMENT

12.1 The Company has the right to determine an employee's qualification for promotion and employment as set forth in DOE Directives, Orders and CFRs.

12.2 Employees covered under this Agreement that meet the standards and qualifications as set forth in 10 CFR Part 1046 and DOE Directives and Orders, are eligible for armed Protective Force Lieutenants and Sergeant positions.

12.3 Within 90 days of ratification of the CBA, the Company and the Union will initiate work to revise the intra-Company job promotion process for Sergeants and Lieutenants consistent with the qualifications

and duties to be performed, and will include education, military, and site experience.

12.4 The Union President or his designee will be given the opportunity to attend Lieutenant and Sergeant promotion boards as an observer only.

ARTICLE 13

PHYSICAL FITNESS, FIT FOR DUTY, MEDICAL CERTIFICATION AND DISQUALIFICATION

13.1 The Company and the Union agree that Union members covered under this agreement are required to meet the applicable physical readiness standards as set forth in 10 CFR Part 1046.

13.2 As set forth in 10 CFR Part 1046.16 (c)(2), a Physical Readiness Training and Maintenance Program will be developed by the Company in consultation with the Physical Protection Medical Director (PPMD) and the local Officially Designated Federal Security Authority (ODFSA). The Company agrees to keep the Union President or his designee informed as the program is developed.

13.3 The Union will engage in a year round Physical Readiness Training Program that will achieve and maintain the cardio respiratory and musculoskeletal fitness necessary to safely perform all essential functions of normal and emergency Protective Force duties, without posing a direct threat to self or others.

13.4 Each individual's Physical Readiness Training Program will be based on assessment of the individual's physical readiness levels and be tailored to their physical readiness maintenance requirements and improvement needs. Employees required to meet the Basic Readiness Standard will be required to complete two (2) 45-minute workout sessions per week, and employees required to meet the Advanced Readiness Standard will be required to complete two (2) 60-minute workout sessions per week. Employees will not conduct physical readiness training while on any restrictions that prohibit physical fitness training or while participating in the Physical Fitness Remedial Program. Workout sessions may be conducted on site or off site and may be conducted during a scheduled training day and, if relief is available, on a scheduled work day. These training sessions must be documented in the timekeeping system. Physical readiness training sessions are included in the overtime base. The headquarters element will conduct physical readiness training sessions during the normal shift schedule. If the headquarters element is filling shift relief, the sessions not conducted on shift will be conducted on the off shift. Employees will not be compensated for more than two (2) workout sessions in any given week outside of their normal shift schedule. Workouts conducted off site or on site on a day the employee is not scheduled to work, will not be subject to premium pay associated with working a Sunday or holiday.

13.5 The assessment of the employee's level of physical readiness must be conducted at least semi-annually by personnel knowledgeable of DOE requirements and the results will be provided to the designated physician. The results of the semi-annual assessment will be provided to the employee. These semi-annual readiness assessments are not qualification assessments. The result of the mandatory stress test for those employees scheduled to be completed will be used as one (1) of the assessments provided to the designated physician. Employees are only required to complete two (2) sessions per year whether two (2) Rockport 1 Mile Walk Tests or a combination of one (1) Rockport 1 Mile Walk Test and the required stress test.

13.6 The schedule for each individual's semi-annual assessments will be based on their annual physical date, with one assessment conducted within 30 days prior to their annual physical, and the second approximately six (6) months later on an ongoing basis. To the extent practicable, these assessments will be coordinated during the day shift and not to interfere with other activities.

13.7 The Union will physically demonstrate the Fixed Post Readiness Standard (FPRS), as stated in

1046.16. This demonstration will occur through the conduct of scheduled weapons qualifications and POI/Refresher training in accordance with the Annual Training Plan. Activities that are certified by the successful completion of weapons qualifications will not require additional activities or observations beyond the successful completion of the approved course of fire.

13.8 At their annual physical, the designated physician or PPMD will make a determination of each employee if the employee has a reasonable expectation of demonstrating the physical readiness standards of 10 CFR 1046.

13.9 Each year, at least 10% of those employees who receive a favorable determination of readiness in each readiness category will be randomly selected to demonstrate their ability to meet the standards. In addition to the 10% of employees selected, sufficient alternates will be selected to ensure that at least 10% of each readiness category completes a demonstration in each run year. The Company agrees to develop a random selection process that meets the requirements of 10 CFR 1046 and to keep the Union President or his designee informed as the program is developed. The Company will develop and brief the Union leadership on the processes for implementing the random 10% selection process no later than 60 days after ratification and will be prepared to implement those processes immediately thereafter, upon SRS Site Medical's implementation of these requirements.

13.10 Should less than 90% of the randomly selected employees in any readiness category fail to successfully demonstrate the standard in any test year, 100% of employees in that physical readiness category (ARS or BRS) will be required to demonstrate the standard. This will begin immediately upon the failure that renders achievement of a 90% pass rate impossible during that testing year and will continue for a minimum of one (1) year and requires that employees maintain a 95% pass rate in order to return to the 10% selection process. If a 95% pass rate is not achieved, the 100% testing will be extended for an additional year. This will continue until a 95% pass rate for a given testing year is achieved.

13.11 Those employees who are medically qualified but do not receive a favorable determination of physical readiness may choose to attempt to demonstrate the appropriate physical readiness test. If the employee fails this attempt, or chooses not to attempt to demonstrate the standard, the employee will be removed from Protective Force duties and enter the Remedial Training Program.

13.12 An employee may be required to demonstrate the ability to meet the applicable physical readiness qualification standard during a Headquarters or field audit/inspection/survey or other similar activity, as directed by the local ODFSA. Failure to meet the physical readiness standard will be treated as if the employee failed the first attempt during routine qualification, and the Remedial Training Program standards of paragraph 13.14 will apply. An employee who fails to demonstrate the standard will be removed from armed status until they requalify. Physical readiness demonstrations conducted for activities under paragraph 13.12 will not count towards the annual 10% run requirement unless the selection also occurs in conjunction with their annual physical and they are a random selectee in accordance with paragraph 13.9. The employee will be allowed a maximum of five (5) attempts within 30 days of medical clearance in which to qualify prior to being placed in the Remedial Training Program.

13.13 If any employee requires remedial training during three (3) consecutive annual qualifications, then a fourth remediation will not be offered. Employees who fail to meet the standard a fourth consecutive time will be permanently removed from duties requiring the ability to meet that physical readiness standard.

13.14 Remedial training after a failed physical readiness test will be conducted in accordance with 10 CFR 1046. The Remedial Training Program will be based upon an assessment of the employee's individual physical readiness deficiencies and improvement needs and will not exceed a period of 30

days. Once an employee has begun a Remedial Training Program, it must be completed before the employee may attempt the applicable standard. The employee will have seven (7) days from the completion date of the Remedial Training Program to meet the applicable physical readiness qualification standard. Only one (1) attempt during this seven (7) day period may be made unless circumstances beyond the Company or employee's control (e.g., severe weather, equipment failure, family emergency or injury as determined by the employer) interrupt the attempt. When the attempt is interrupted, the Company may reschedule it within seven (7) days from the end of the interruption.

13.15 When a physical readiness deficiency is first identified, the Company will provide the employee access to remedial training. If the PPMD evaluation validates the medical need, employees will also be provided access to a Work Hardening Program. Employees who are provided access to a Work Hardening Program will participate based on the individual plans developed by the Physical or Occupational Therapist contracted to perform the work. The Company will provide the therapist the information (such as JTAs) necessary to develop an appropriate plan for the employee, and Company Physical Fitness staff will remain available to therapists to assist in plan development as needed.

13.16 The Company will notify the Union of any revisions to the physical readiness standards as soon as DOE notifies the Company of such changes. The Union will be provided written notice of such changes and the implementation plan once developed by the Company.

13.17 The Company will develop and implement a Medical Certification Disqualification Program that meets the requirements of 10 CFR 1046.14 and 10 CFR 1046.15 in phases until completion (reference Company's Implementation Plan). The Company agrees to keep the Union President or his designee informed as the program is developed.

13.18 A temporary medical certification disqualification arises when an employee is disqualified from medical certification because of a temporary medical or physical condition which results in the individual not being able to perform any of the essential functions of the job classification, regardless of whether the temporary condition is the result of personal or work-related conditions.

13.19 If an employee is temporarily disqualified due to work-related conditions, the Company may assign the individual to alternate, limited duty, and may remain in their assigned area, if available, until the individual is again medically certified by the PPMD. However, this limited duty may only include assignment to duties in a job classification where all essential functions for that job classification can be safely and efficiently performed and may not exceed a period of 12 months. Medical certification is required to remain in armed status.

13.20 A temporary medical certification disqualification may not exceed a period of 12 months regardless of the source of the disqualification or whether medical removal protection is authorized. At any time, but no later than the end of the 12 month period, the PPMD must determine whether the individual is permanently disqualified from medical certification because of a continuing medical or physical condition which results in the individual not being able to perform all essential functions of the job classification. Employees approaching the 12 month limit will be contacted at least 30 days prior to schedule required medical assessments. Employees who do not attend required medical assessments to meet this requirement will be terminated.

13.21 Employees who are permanently disqualified will be removed from the payroll unless they qualify for the benefits of Medical Removal Protection as defined in paragraph 13.22, in which case they will remain on the payroll for a maximum of 12 months unless they qualify for or can be trained in a short period (not to exceed 90 days) for a vacant position. The Company will provide these employees the opportunity to transfer to another available position, or one which later becomes available, for which they qualify or can be trained in a short period of time (not to exceed 90 days). Placement into any

position will be at the discretion of the Company. If an employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time, or the employee accepts the work and performs unsatisfactorily, the employee will be removed from the payroll. Once an employee has been determined to be permanently medically disqualified, the employee may request an Independent Review of the case by the Department of Energy in accordance with 10 CFR 1046.15(c). Employees who receive a favorable Independent Review or Final Review ruling from the Department of Energy will be reinstated to the Protective Force job classification subject to successful completion of any required qualifications or training requirements and future ability to be medically certified for the Protective Force job classification and to meet applicable physical readiness standards.

13.22 Employees will qualify for Medical Removal Protection benefits if the PPMD determines in a written medical opinion that the disqualifying condition occurred as a result of site-approved training for or attempting to meet a physical readiness standard qualification, or site-approved training for security and emergency response (e.g., participating in force-on-force exercises for training, inspection, or validation purposes). While the employee remains on the payroll, the Company will maintain the employee at the incentive rate, seniority, and other site-specific rights and benefits as if the employee had not been removed. Employee's total pay under Medical Removal Protection (including Workers Compensation Pay and Medical Removal Protection benefits) will not exceed: Lieutenants 45 hours/week and Sergeants 40 hours/week.

13.23 Employees who do not qualify for Medical Removal Protection benefits and are restricted from duty due to failure to maintain required Physical Readiness, Firearms Qualification, Access Authorization (HRP or clearance), or other Training qualifications will be removed from the work schedule and will only be paid for time worked when engaged in scheduled activities to remediate or requalify. Time worked during this period will be paid at the restricted rate.

13.24 If an employee is temporarily removed from duty for work related medical reasons qualifying for Medical Removal Protection benefits, the Company must not remove the employee from the payroll unless the employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time (not to exceed 90 days), or unless the employee accepts the work and performs unsatisfactorily. If there are no suitable alternative duties available, the Company must provide Medical Removal Protection benefits until alternative duties become available or the employee has recovered or one (1) year has elapsed. The Company must maintain the employee's incentive rate and work hours as defined in 13.22 and other site specific worker rights and benefits as if the employee had not been removed. After one (1) year has elapsed, the provisions of paragraph 13.20 and 13.21 will apply.

13.25 Employees who are restricted from duty due to a personal injury or illness will be removed from the work schedule until medically cleared to return to duty.

13.26 Employees who are given limited duty assignments due to temporary work-related medical restrictions who do not meet the requirements of the Medical Removal Protection Program will be paid at the restricted rate and work hours as defined in 13.22.

13.27 Nothing in this clause will affect the ability of employees to receive worker's compensation payments for work-related injuries in accordance with the laws of South Carolina and the rulings of the South Carolina Worker's Compensation Commission.

ARTICLE 14 SENIORITY

14.1 The Company and the Union agree that seniority will be based upon total service time in current rank as a Lieutenant/Sergeant and in the event of a tie, Site Seniority, then, application date.

- 14.2 An employee will lose his seniority rights if any of the following reasons exist:
- (a) quits or leaves the Company of his own choice;
 - (b) is discharged, except in the case of being brought back and made whole;
 - (c) voluntarily takes a temporary promotion outside of the Union.

ARTICLE 15 LEAVE OF ABSENCE

15.1 All leave request will be requested in writing to the Company for the Union employee receiving:

1. Military Leave

- (a) Leaves of absence for the performance of duty with the U. S. Armed Forces or with the Reserve component thereof will be granted in accordance with applicable law.
- (b) An employee who is a member of a military reserve organization of the Department of Defense including the National Guard, on orders, will receive leave of absence and contingent upon DOE approval will be paid the difference between the employee's normal 40 hour weekly pay and their military pay excluding travel payment, for a period not to exceed 26 days in a calendar year. Evidence of orders and amount of military pay are required in support of such payment.
- (c) The employee must furnish the Company with a copy of his orders immediately upon receipt of such orders.

2. Family and Medical Leave Act (FMLA) of 1993

- (a) The Company complies with the FMLA.
- (b) The employee will not accrue leave or holiday pay when in an unpaid FMLA status.
- (c) The employee will be entitled to a total of either 12 weeks or 480 hours of leave, if used intermittently in accordance with the FMLA, during a rolling 12 month period.

ARTICLE 16 LAYOFFS AND REDUCTION

16.1 The Company will comply with the provisions of the WARN Act.

16.2 The Company will provide the Union an opportunity to discuss layoffs, reductions in force, and minimum manning requirements. At the time of the layoff, the Company and Union will develop a list of those to be laid off and recalled that will use seniority as the basis of the layoff/recall within classifications [Lieutenant (SPO I/II/III, LE, and Canine) and Sergeant (SPO I/III and Canine)]. Prior to seniority, employees meeting any of the following criteria will be considered for layoff. After recall based on seniority, employees meeting the following criteria may also be considered for recall:

- (a) Employees who have an active suspension in their personnel file;
- (b) Employees who are on restricted duty having been out of active SPO status for more than 12 months, except those protected by the Uniformed Services Employment and Reemployment Rights Act;
- (c) Employees who are on restricted duty due to being uncleared.

16.3 Employees on the recall list are eligible for recall for a period of 24 months. The employee will be required to complete all training, qualifications, and other requirements as per DOE O 473.3A and 10 CFR 1046 to return to active status.

16.4 The Company will reduce or layoff by giving sufficient notice to the union and give the parties the opportunity to discuss the staffing requirements. Staffing will be reduced as required and the Company and the Union President will work in harmony to assure compliance with the IGUA 159 CBA.

16.5 The Company will notify the employee by certified mail/return receipt requested to the last address on record in the Company's files. It is the responsibility of the Bargaining Unit employees to notify the Company in writing of any change of address.

16.6 It is the employee's responsibility to notify the Company within 14 calendar days of signing the certified letter regarding whether he will exercise his recall rights. At that time, the Company will designate a report for work date and time, which will allow the employee to give a two (2) week notice at a current job, unless the Company and the employee mutually agree on a later date and time. If the employee does not respond within 14 calendar days, the Company has the right to move to the next employee on the recall list. The employee recalled under this article will be credited with all accumulated seniority rights.

16.7 In the event the Company is directed by DOE to develop a temporary reduction in force, due to a government furlough plan, the Company will notify the Union. The plan will be developed in accordance with DOE direction and discussed with the Union as to how the furlough will be implemented. Each specific area will work together with the Union, the Major and the Captain to furlough with the least impact to the Union employees and the mission. If a resolution cannot be reached, seniority will be used as the determining factor once all restricted duty personnel have been identified for furlough.

16.8 When the Company conducts a reduction in classification (voluntary/involuntary), the following process will be followed:

- (a) If the Company has vacant positions at a reduced rank, the Company will publish a bulletin requesting volunteers to the reduced rank. The position will be filled by the most senior qualified volunteer for the vacant position. If there are not enough volunteers, the remaining positions will be filled by the least senior qualified employee in that classification.
- (b) Employees who are involuntarily directed to meet an increased standard as a result of work requirements, will be allowed no more than 90 days from the date of notification to safely achieve the required standard under 10 CFR Part 1046.
- (c) Qualified IGUA Local 159 employees that are involuntarily separated will fill IGUA Local 159 vacant positions prior to job announcement.

ARTICLE 17 BARGAINING UNIT WORK

17.1 Bargaining Unit work will be performed by Bargaining Unit members for the purpose of performing, complying with, and enforcing all Company policies and procedures. The Company agrees not to utilize non-bargaining unit employees for the sole purpose of permanently reducing employee hours. The Company may utilize non-Bargaining Unit personnel to perform Bargaining Unit work in lieu of dropping a post after attempting to backfill the position with qualified bargaining unit personnel.

17.2 The Company acknowledges the ruling of the National Labor Relations Board as it pertains to the IGUA Local 159. The employees in the Bargaining Unit are Sergeants and Lieutenants in a paramilitary organizational structure and they perform first and/or second-line supervisory functions as required by the Company's contract with the Department of Energy as respective to job descriptions and applicable job task analyses. Accordingly, the parties agree that employees subject to this Agreement remain "supervisors" within the Company's organization and shall continue to perform supervisory duties with respect to their subordinate Protective Force members and non-Protective Force administrative staff (e.g., Operational Security Specialists). These supervisory duties include, but are not limited to, enforcement and notification of all violations of Company policies and procedures, directing the work of subordinates, assigning and/or reassigning the work of subordinates, exercising command authority over subordinates and direction of subordinates.

17.3 The Lieutenants and Sergeants are supervisors and possess authority (to) and (do) direct subordinates and exercise independent judgment in doing so.

17.4 Additional duties performed by the Lieutenant and Sergeant will be limited to duties that are directly within the performance of their duties. Class leader additional duties will be limited to restricted duty assignment.

ARTICLE 18 SAFETY, SECURITY AND HEALTH

18.1 The Company and the Union recognize the importance of maintaining a safe working environment and will continue to cooperate toward the objective of eliminating or controlling health and safety hazards and encouraging employees to follow safe procedures and practices.

18.2 It is the responsibility of each employee to be safety conscious at all times. All employees will be required to conform to safety rules and regulations that are currently in place, and those that may be issued from time to time by the Company.

18.3 The Company will provide appropriate training to pre-designated Union representatives who will serve on incident analyses, including Phase I and Phase II Formal Analyses.

18.4 The Company will provide protective equipment and take all reasonable precautions to prevent injury.

18.5 The Company will provide government vehicles to meet mission requirements in accordance with DOE standards and will maintain those vehicles in a safe operating condition, including heating and air conditioning systems.

18.6 The Company will have the right to establish, maintain, and enforce reasonable rules and regulations that assure a safe and healthy working environment.

18.7 Worker protection programs must comply with the requirements of 10 CFR Part 851 and must follow the requirements in 29 CFR 1910.1025 and 29 CFR 1910.95.

18.9 To ensure safe firearms operations, firearms safety, and qualification programs will be conducted in accordance with the requirements of 10 CFR 1046 and DOE O 473.3A (or successor documents).

ARTICLE 19 DISCIPLINE AND DISCHARGE

19.1 All employees are responsible for following DOE Orders and directives, site policies and procedures. The Company has the right to discipline and discharge for just cause. This Article pertains to potential discipline administered to Lieutenants and Sergeants.

19.2 Discipline consisting of written warnings and written reprimands will remain in the employee's official personnel file for up to a 12 month period from the date of issuance. Discipline consisting of suspension will remain in the employee's official personnel file for up to an 18 month period from the date of issuance. Discipline may be removed early in accordance with existing Company policy. Discipline removed from the personnel file will not be used for the purposes of progressive discipline.

19.3 Upon identification of an alleged violation of Company Work Rules, the Notice of Pending Discipline should be administered by a Captain or above within 48 hours. Discipline will be administered within 10 scheduled work days (excluding Saturdays and Sundays and Company designated holidays) of the issuance of the written Notice of Pending Discipline. Time limits may be extended by mutual written agreement. The Union will be given the investigation packet for review of

the facts.

19.4 When employees are terminated, they will be compensated for their actual hours worked.

19.5 With the exception of safety and/or work rule violations, employees participating in training that is designated by DOE Directives and Orders will not receive discipline for their individual training performance.

19.6 This article does not change the requirement for employees to identify and bring to the attention of a Captain or higher any violation of Company Work Rules. If the Captain or higher determines formal discipline is required, a Notice of Pending Discipline will be prepared by the Captain or higher, and when designated, the Lieutenant will issue the Notice of Pending Discipline to the subordinate Sergeant.

19.7 If the offense is determined by the Captain or higher to not warrant formal discipline, it is expected that the Lieutenant will initiate and administer corrective counseling to the Sergeant since it is not formal discipline.

ARTICLE 20 GRIEVANCE PROCEDURE

20.1 Union employees may use the grievance process for a complaint or dispute relating to their employment that includes dismissal, demotion, suspension and/or application of policies, procedures, rules, and regulations that arise over the interpretation or application of any provision of this contract.

20.2 The Labor Relations Department (LRD) and the Union President or Business Agent will provide all written grievance responses electronically when available. When the Company or Union delivers a written or electronic response, LRD will annotate the date received on the response to the grievance and send an electronic receipt of the grievance response to the Union President and Business Agent.

20.3 "Working days", as used in this article, exclude Saturdays, Sundays and designated holidays. Failure by the Union to meet the timeline in any step will result in the grievance being closed. Failure by the Company to meet the timeline in any step will allow the Union to appeal the grievance to the next step, in accordance with the established timeline. All timelines, as described, may be extended in writing by mutual agreement between the Company and Union.

20.4 The Company and Union agree that all correspondence related to Step 2 through Step 5 grievances will be processed through the LRD. The date in which specified correspondence is received in writing or electronically to LRD will begin the grievance process timeline outlined in this article. The Union President or Business Agent will coordinate with the LRD to ensure all grievances are processed in accordance with this article. All grievances must be processed using the last two (2) digits of the year followed by the sequential grievance number.

20.5 A Union employee who expresses concern that cannot be resolved through verbal communication with the employee's immediate supervisor may grieve the action through the following steps:

Step 1

The employee will provide written details of the alleged violation/incident within 10 working days in an attempt to settle the grievance with their Captain or designee. The Captain or designee may conduct a hearing and will provide a written response to the employee within five (5) working days.

Step 2

If the grievance is not resolved at Step 1, the employee will provide the written details specifying the article and paragraph allegedly violated within five (5) working days to the Chief/Major or designee. The Chief/Major or designee will have seven (7) working days from the date the grievance was filed at Step

2, to conduct a hearing, and to provide a written or electronic response to the employee, Union President and the Business Agent.

Step 3

If the grievance is not resolved at Step 2, the Union President and/or Business Agent may appeal to the appropriate Director or designee by written or electronic notification within five (5) working days of the denial in Step 2. A hearing with the Director or designee and the Union President, Business Agent or designee will be held within five (5) working days following receipt of the appeal to Step 3. The Director or designee shall provide a written or electronic response to the Union President and the Business Agent within seven (7) working days following the date of the hearing.

Step 4

If the grievance is not resolved in Step 3, the matter may be appealed to the General Manager or designee by written or electronic notification no later than five (5) working days from the denial in Step 3. A hearing will be held within 10 working days from the receipt of the Step 3 appeal. The General Manager or designee will provide a written or electronic response within 10 working days to the Union President and the Business Agent.

The Company and the Union may mutually agree to defer a grievance at Step 4 to Alternative Dispute Resolution, conducted by the Federal Mediation and Conciliation Service (FMCS).

Step 5

If the grievance is not resolved in Step 4, the Union may appeal to arbitration within 10 working days after the denial of the grievance in Step 4.

20.6 Any grievance or issue involving wages, disciplinary suspension or affecting an entire classification, or affecting the entire Bargaining Unit not resolved at a lower level, may be referred by the Union President or Business Agent to Step 3 of this procedure, and the written or electronic grievance shall be presented to the appropriate Director or his designee within five (5) working days after the occurrence of the facts giving rise to the grievance.

ARTICLE 21 ARBITRATION PROCEDURE

21.1 Grievances which have been processed in accordance with the requirements of Article 20, Grievance Procedure, which remain unsettled, may be processed in accordance with the following procedures and limitations.

21.2 Within 30 calendar days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator. Should the parties fail to agree on the selection of an arbitrator, the Union may request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. If the selection process is not completed within 60 calendar days, the Step 4 response will stand for closure of the grievance.

21.3 The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross examine the witness or witnesses of the other party.

21.4 The arbitrator's decision shall be based exclusively on the evidence presented at the arbitration hearing. The arbitrator cannot modify, amend, add to, detract from or alter any provisions of the Agreement.

21.5 The decision of the arbitrator shall be issued as promptly as possible, and the decision shall be

final and binding upon the Company, the Union and the grievant.

21.6 Each party hereto shall bear the expenses of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by the parties.

21.7 All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his regular schedule with the Company, less any money earned from Unemployment Compensation or other employment.

ARTICLE 22 LABOR MANAGEMENT MEETING

22.1 The Company will hold regularly scheduled quarterly meeting to exchange information concerning security operational need, potential changes affecting personnel, and employee concerns. At a minimum two (2) members of the senior management team will represent the Employer to include the General Manager or his designee and two (2) members of the IGUA Local 159 executive board to include the Local President or his designee will attend. All meetings will be preceded by an agenda of issues to be discussed and list of representatives attending. Representatives from the Union will be from the Executive Board and will not involve general membership that want to address specific issues. The parties will work together to establish time and location of the meeting.

ARTICLE 23 OFFICE SPACE AND USE OF GOVERNMENT FACILITIES/EQUIPMENT

23.1 The Company will provide Protective Force Shift Lieutenants with adequate office space to perform essential tasks.

23.2 Official government telephones may be used by the Union to conduct official government business.

23.3 Government owned copying machines and other printing and reproduction devices may be used for official government business.

23.4 The IGUA Local 159 President and Business Agent will be provided with government equipment (iPhone and iPad) with which to conduct official government business when in an off-site capacity.

23.5 The Company will follow Site policies regarding a transition to transgender restrooms.

23.6 In addition to the bulletin boards, as specified in Article 4, the SRS distribution system, including email, may be utilized by the Union to communicate with the executive board members, trustees, and committee chairpersons. Use of email must be consistent with site policies.

ARTICLE 24 UNIFORMS

24.1 The Company will furnish, alter, launder, and clean the regulation uniforms and body armor carrier, to include inclement weather gear. Uniforms or equipment worn or used by the employees who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with consent of the Company.

24.2 Uniforms and equipment remain the property of the Company. Damaged or worn out articles of clothing or equipment will be replaced by the Company at no cost to the employee except as provided in 24.3.

24.3 The cost of replacing articles of clothing or equipment which are lost, stolen damaged or worn shall be borne by the employee if the loss or damage is a result of neglect or intentional misconduct.

24.4 The cost of the replacement article of clothing or equipment will not be borne by the employee if the loss of articles of clothing or equipment is a result of theft, provided it is not due to neglect and a

police report is provided.

24.5 Storage of Company issued equipment will be in a locked wall locker, vehicle trunk and/or office. When storing equipment off site, the equipment will remain locked and out of plain view.

24.6 Damage and/or theft of Company issued equipment will be reported immediately.

24.7 All uniforms and Company issued equipment must be returned to the Company upon termination of employment. Failure to comply will result in the cost of said uniform and/or equipment items being deducted from any monies due to the employee.

24.8 The Company will provide maternity uniforms, upon request, for pregnant females serving in a Protective Force position.

ARTICLE 25 EVALUATIONS

25.1 The IGUA Local 159 Union will not participate in the Company evaluation program nor will the Bargaining Unit employees evaluate the OSS; however, input will be provided. Performance evaluations of subordinates will be limited to HRP Reviews.

ARTICLE 26 HEADQUARTERS ASSIGNMENTS

26.1 Employees may request changes in area assignments. Requests will be granted provided a vacancy exists, there would be no impact on the vacated area, and the employees have the qualifications/certifications to perform the work. Employees on restricted duty who do not meet the qualifications are not eligible for voluntary reassignment. Once reassignment is granted, the employee cannot request reassignment for six (6) months unless mutually agreed to between the employee and the Company.

26.2 Assignments to operational areas (i.e. H/T/L, KAC, PPD), SRT and LE will be selected by seniority and qualification within the applicable specialty position and classification.

26.3 Within the area/specialty, headquarters/relief assignments, to include both Lieutenants and Sergeants, will be determined by seniority. The Chief/Major will select one (1) of the headquarters/relief Lieutenants to fulfill headquarters duties. The Chief/Major will make all other intra-area assignments. The Chief/Major will solicit input and volunteers with respect to those assignments prior to making the final decision.

26.4 The headquarters/relief assignments/reassignments will be initiated by employees submitting each year using the assignment/reassignment selection form. Headquarters/Relief assignments will be initiated no later than 30 days after the ratification of this contract and will continue each year thereafter.

26.5 LE Training Lieutenant, Canine Lieutenant and Canine Sergeant will be selected by a promotion board.

26.6 Headquarters Assignments

(a) The Union President and Business Agent, whether a Lieutenant or Sergeant will be assigned as headquarters personnel. All personnel assigned to headquarters will be scheduled for the day shift, Monday-Friday. Lieutenants will work a 5/9 hour work schedule and Sergeants will work a 5/8 hour work schedule. Personnel filling a headquarters slot would be eligible to work shift relief, and will be used for shift relief, as a last resort, prior to closing a post if no other area Lieutenant or Sergeant, as applicable, is available. Headquarters personnel will not be used for scheduled time off unless they volunteer per the overtime procedure. The Union President and Business Agent have the ability to flex time to accommodate Union Business with supervisory approval.

(b) When both the Union President and Business Agent are assigned to the same area and/or specialty classification, the Union President will advise the Company which position will be assigned to headquarters shift, and which position will be assigned to duty shift or to another area headquarters shift.

(c) Relief Lieutenants, when not relieving, will work Monday-Friday (5/9 hour days), and Sergeants, when not relieving, will work Monday-Friday (5/8 hour days). Relief Lieutenant and Sergeant will be utilized for shift relief during their scheduled hours of work and off-shift when given a 24 hour notice. Relief Lieutenants and Sergeants are required to cover up to a total of four (4) 12 hour work days. All unscheduled absences during off shifts without a 24 hour notice will be scheduled according to the overtime procedure.

ARTICLE 27 COMPANY HOLIDAYS AND PERSONAL DAYS

27.1 The Company and the Union agree that the designated Company Holidays are listed as follows:

New Year's Day	Thanksgiving Day
Designate Good Friday or MLK, Jr. Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The Headquarters/Non-Rotating shift personnel will take the legal day of observance.

27.2 Employees will be paid time and a half (1-1/2) for all hours worked on a Company designated holiday or all hours worked in excess of 40 hours, whichever is greater. In addition, employees will be paid eight (8) hours of holiday pay at straight time which will be counted as part of the overtime base.

27.3 Employees who do not work a holiday will be paid eight (8) hours holiday pay at straight time. When employees other than those assigned to Headquarters do not work on a holiday, those holiday hours shall not go into the overtime base. Employees assigned to Headquarters, or Training Relief, who do not work on a holiday, will have their holiday pay hours go into the overtime base. To be eligible for holiday pay, if the holiday is not worked, an employee must have worked his last scheduled assigned shift workday prior to and his next scheduled assigned shift workday after the holiday unless the absence is supported by a healthcare provider's excuse or scheduled vacation is authorized. However, in the case of multiple observance holidays, a disqualifying absence on either side of the multiple observance days will only affect one (1) holiday.

27.4 Employees on leave without pay, suspension, military leave, short or long term disability or workers' compensation do not qualify for holiday pay, except as designated in Article 15.

27.5 If a holiday falls during an employee's vacation period, the employee shall be entitled to receive pay for the holiday.

27.6 In addition to holidays, employees are authorized annually 24 hours personal time. Personal days can be taken in eight (8) hour (day) increments without the need to complete the shift with additional leave time. Employees may supplement their personal day with other accrued leave, up to their scheduled hours of work. Personal time can be used in hour increments and may be taken in combination with other accrued leave.

27.7 Personal days are not eligible for pay in lieu during the calendar year. The employee will be paid for any unused personal time which exceeds 24 hours accrual at the end of the calendar year. Personal time paid out at the end of the year will be included in the overtime base beginning with

calendar year 2017. Personal days not to exceed 24 hours will be carried over from one (1) calendar year to another.

27.8 The employee must submit a request for personal days at least five (5) calendar days in advance. Personal days can be used for short notice emergency time off if approved by supervision.

27.9 Headquarters element will have the option to flex time or supplement hours with vacation/personal time to account for scheduled hours worked if off on the holiday.

ARTICLE 28 NOTICE OF CHANGES

28.1 The Union President or designee will be notified in writing or electronically of any changes to DOE Directives, Orders or CFRs. Prior to implementation of any Company policies and procedures that materially change working conditions, the Union President or designee will be advised either in writing or through electronic transmittal, including, but not limited to an electronic content management system.

ARTICLE 29 SEPARABILITY OF CONTRACT

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

ARTICLE 30 FUNERAL LEAVE

30.1 Funeral Leave for an immediate family member of a full time employee will be granted a maximum of three (3) regularly scheduled paid work days with pay at the employees scheduled hours (i.e. 8, 9, 10 or 12 hours) in conjunction with the date of death and/or the date of the funeral. Funeral leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work. The employee must attend the funeral or memorial service to receive funeral leave. The Company may allow other absences (vacation, etc.) in conjunction with funeral leave. The immediate family is defined as the father, mother, sisters, brothers, children, grandchildren, grandparents, and current: spouse, stepchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, and spouse's grandparents. The terms father and mother are not limited to the employee's natural or legal father or mother, but in the absence of a natural father or mother, shall include those persons considered by family, friends, and the community to bear such a relationship to the employee.

30.2 Funeral Leave for an extended family member of a full time employee will be granted two (2) regularly scheduled paid work days with pay at the employees scheduled hours (i.e. 8, 9, 10 or 12 hours). The employee must attend the funeral or memorial service to receive funeral leave. The Company may allow other absences (vacation, etc.) in conjunction with funeral leave. The extended family is defined as the nieces, nephews.

30.3 A death notice or other satisfactory proof of death will be required by the Company once the employee has returned to work. The employee must notify the Company that he will not be able to attend work because of the death. If the notice is not provided within two (2) weeks of the employee returning to work, a pay change must be submitted with some other form of authorized absence.

30.4 Funeral leave is considered scheduled time worked.

ARTICLE 31 RUNNING SHOES AND BOOT REIMBURSEMENT

31.1 The Company will provide the employee two (2) pair of running shoes per calendar year or the

employee may elect annual reimbursements up to \$150 total per calendar year. In order to be reimbursed, the employee must provide receipts. The employee will not be allowed to combine Company issued running shoes and reimbursement. Employees will be allowed to provide reimbursement receipts for running shoes throughout the calendar year so long as the allowed reimbursement total does not exceed the annual maximum.

31.2 The Company will provide the employee two (2) pair of boots per calendar year or the employee may elect annual reimbursements up to \$330 total per calendar year. In order to be reimbursed, the employee must provide receipts. The employee will not be allowed to combine Company issued boots and reimbursement. Employees will be allowed to provide reimbursement receipts for boots throughout the calendar year so long as the allowed reimbursement total does not exceed the annual maximum.

ARTICLE 32 TECHNOLOGICAL CHANGE

32.1 In the event of any proposed change in equipment, material, and/or methods which may result in reduction in bargaining unit employees, the Company will advise the Union as far in advance as is feasible, consistent with security requirements, and the matter shall be discussed by both parties. Recommendations will be made by the Union to the Company with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.

32.2 The Company recognizes their responsibility to their employees when it becomes necessary to effect any reductions in the workforce as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (i.e. retirement, voluntary resignation, death, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights.

ARTICLE 33 ENTIRE AGREEMENT

33.1 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

33.2 Therefore, the Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement. The Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining.

ARTICLE 34 VACATION

34.1 Vacation is accrued each work week on a pro-rata basis. The rounding of numbers may be necessary for accounting purposes but it is not the intent that anyone should lose or gain vacation time due to the method of accrual. Vacation hours will be accrued using the following formula based on a 52 week year.

1 through 4 years of continuous service	80 hours accrual	1.54 hours/week
5 through 9 years of continuous service	120 hours accrual	2.31 hours/week
10 through 14 years of continuous service	160 hours accrual	3.08 hours/week
15 through 28 years of continuous service	200 hours accrual	3.85 hours/week
29 or more years of continuous service	240 hours accrual	4.62 hours/week

34.2 Employees will be eligible to use their vacation once accrued. Vacation cannot be carried over in excess of two (2) years' accrual. Vacation hours may be used in hour increments and can be used in combination with other accrued leave. Employees may elect to take vacation leave in 40 hour increments (e.g. 5/8s or 4/10s as applicable) without the need to supplement additional leave when scheduled to work an entire duty/shift cycle which would equal or exceed 40 hours. Employees may also elect to use accrued leave to cover all hours as scheduled (e.g. 5/9s or 4/12s as applicable).

34.3 Employees may, in December of each year, request pay in lieu of time off for vacation that will be accrued in the following year. Once the employee makes the irrevocable election to cash out part (or all) of the vacation, it may be paid out at any time during the year, so long as the hours have been earned. Any hours elected to be paid in lieu of vacation and not paid during the course of the year, will be paid out no later than the final pay period for that year. Pay in lieu of vacation will not be part of the overtime computation. Vacation hours carried over from the previous year will not be cashed out, unless the balance exceeds two (2) year's accrual. Employees cannot receive pay in lieu of vacation for Vacation Bank hours except as provided in this article.

34.4 Unused, earned vacation in excess of two (2) year's accrual will be paid no later than the final pay period for the year in which the employee exceeds the two (2) year maximum.

34.5 A terminating employee will be paid for all earned but unused vacation as of the effective date of termination minus any monies owed to the Company.

34.6 Vacation will be considered part of the overtime base in those instances where the employee takes the time off. Vacation in lieu will be excluded from the overtime base when payment is elected.

ARTICLE 35 PROFICIENCY PAY

35.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current DOE Directives. Personnel are required to demonstrate this ability during semi-annual weapon qualifications and Tactical Proficiency Evaluation (TPE).

35.2 Each year, Sergeant (SPO I) and Lieutenant (SPO I/II) shall state a preference, in writing, for their weapons (including Advanced Weapons System) requalification whether day to night or night to day. The Company will schedule the employee's preference if available. If not available, seniority will be used. Report times will be adjusted to maximize the available light while putting shooters on the range in the best weather conditions. 10 CFR 851 LSPTs will primarily be conducted on the same date as weapons qualifications.

35.3 Sergeant (SPO III) and Lieutenant (SPO III) will conduct their day weapons qualification courses of fire for day on the same day and night weapons qualification courses of fire on the same night.

35.4 Sergeant/Lieutenant (SPO I/II) weapons qualification (excluding Headquarters shift and LE/K9) will be scheduled outside of their normal scheduled shift, and may be scheduled in conjunction with POI or other training.

35.5 Sergeant/Lieutenant (SPO III) weapons qualification will be scheduled during their normal scheduled shift unless the Training Relief Shift is not available.

35.6 Employees required to complete the physical assessment test during a Headquarters or Field Element Survey, review, audit, or other situation directed by DOE or Centerra, will receive a payment in the amount of \$250 if passed on the first attempt. Payment will be made the second pay period after

passing.

35.7 Weapons Proficiency Pay will be paid semi-annually per the proficiency pay scales listed below based on qualifying on first attempt with handgun and rifle in day and reduced light. Payment of such proficiency pay will be during the first month after the qualification is completed.

35.8 In the event DOE implements a new qualification standard, the Company will discuss in good faith with the Union the adjustments of percentages and scores prior to such change.

**INCUMBENT SPO I COMBINED BASIC RIFLE/HANDGUN
QUALIFICATIONS COURSE OF FIRE PROFICIENCY PAY**

	SCORE	PAYMENT
Master	174-180	\$300
Expert	169-173	\$250
Sharpshooter	163-168	\$200
Marksman	156-162	\$150

***36 Total Rounds: Total points needed to qualify at 70% is 126.**

**INCUMBENT SPO II COMBINED RIFLE/HANDGUN
QUALIFICATION COURSE OF FIRE PROFICIENCY PAY**

	SCORE	PAYMENT
Master	194-200	\$300
Expert	186-193	\$250
Sharpshooter	178-185	\$200
Marksman	170-177	\$150

***40 Total Rounds: Total points needed to qualify at 80% is 160.**

**INCUMBENT SPO III COMBINED RIFLE/HANDGUN
QUALIFICATION COURSE OF FIRE PROFICIENCY PAY**

	SCORE	PAYMENT
Master	196-200	\$300
Expert	192-195	\$250
Sharpshooter	188-191	\$200
Marksman	184-187	\$150

***40 Total Rounds: Total points needed to qualify at 90% is 180.**

**SRT TACTICAL PROFICIENCY EVALUATION
SRT TACTICAL OBSTACLE COURSE PAY**

	SCORE	PAYMENT
Master	86-90	\$300
Expert	82-85	\$250
Sharpshooter	77-81	\$200
Marksman	72-76	\$150

***SRT TPE scores must be accomplished in 6 minutes or less to earn incentive award.**

ARTICLE 36 HOURS OF WORK AND OVERTIME PAY

36.1 The Company and the Union recognize the need of the business may require overtime.

Scheduling of work and minimizing overtime work will be done to minimize the requirement for overtime. The Company shall have the right to assign employees to work overtime in order to meet mission requirements.

36.2 Overtime at the rate of 1-1/2 times an employee's regular base straight time wage rate will be paid to employees for all hours worked in excess of 40 hours in each work week. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description.

36.3 If an employee is called in prior to the commencement of his normal shift, he shall be paid only for the hours actually worked.

36.4 The work week shall commence on Sunday at 1830 hours and end 168 hours later. Nothing herein shall be construed as guaranteeing any specified number of hours, work, or pay per week.

36.5 The workday is defined as the 24 hour time period commencing with the employee's regular starting time.

36.6 Employees are expected to work such additional time and/or overtime as may be necessary. The Company will schedule overtime fairly and equitably by using a roster based on the total hours worked each week and shall be offered to the employee with the lowest overtime hours and qualified within that classification. After all qualified and available personnel within the area have turned down overtime, then the Company shall follow the overtime procedure. As a last resort, employees may be forced to work overtime to avoid dropping a post. Training, appointments, and physical training are not to be considered accumulated hours for the purpose of assigning overtime under this section. An employee shall not be required to take time off from their regular work schedule in order to offset overtime previously worked.

36.7 Employees who work on Sunday (Saturday night for Sunday shift and Sunday day shift) will be paid time and half (1 ½) for all hours worked. When hours eligible for Sunday premium coincide with FLSA overtime hours (all hours over 40), those hours will be paid at double time. When a Sunday falls on a holiday, the employee will not be entitled to both Sunday and holiday premium and will be paid in accordance with Article 27.2.

36.8 In the event of a site closure due to weather or other emergency, employees who are required to work and report to work on site will receive double (2x) time for all hours worked during the closure. Those employees who are required to remain at work for one of the above reasons will remain in a paid status until they are allowed to leave. Employees caught in a site emergency and are unable to exit the site will remain in a paid status at the location to be determined by supervision. In the event of a site closure, the Union President will be notified immediately.

36.9 Employees required by the Company to report for work, for appointments, physicals and assessments, psychological, and/or appointments outside of their scheduled workday shall receive a minimum of four (4) hours work or four (4) hours pay at the appropriate rate as determined by the Company.

36.10 All changes to compensation practices, as described in this CBA with respect to Lieutenants and Sergeants, will become effective January 2, 2017.

ARTICLE 37 SEVERANCE PAY

37.1 An employee who has been employed for more than one (1) year whose position is eliminated as a result of a reduction in force which is not due to an Act of God, national emergency, picketing or strike shall be paid severance pay in the amount of 1 (one) week for each completed year of employment, up

to a maximum of 26 weeks, at the time of separation. Severance pay shall be paid at the employee's straight time hourly incentive rate at the time (45 hours per week for Lieutenants permanently assigned to Headquarters shift at the time of separation) of the reduction in force.

37.2 In cases where an employee is permanently disqualified from Protective Force duties as a result of an injury which qualifies for Medical Removal Protection and the Company cannot foresee a position for which the employee qualifies, or may be qualified within a short period of time in accordance with Article 13, the Company may offer the employee severance in exchange for the employee's resignation. Severance shall be paid at the employee's incentive rate at the time of the disqualifying event calculated on 45 hours per week for Lieutenants permanently assigned to Headquarters shift at the time of separation. Severance pay offered shall be 50% for the remaining weeks of any Medical Removal Protection pay benefits for which the employee shall be qualified at the time of permanent disqualification, less any payments due under Workers Compensation.

37.3 Severance pay shall not be paid to any employee who is offered other employment with the Company or its affiliates (sub-contractors) at SRS or who accepts employment with Centerra Group, LLC, its affiliates or subsidiaries at any other site or facility. Similarly, severance pay shall not be paid to any employee who is offered continuous employment with a substitute or successor Company. Also, severance pay shall not be paid to any person who either retires, resigns, is terminated by the Company, is receiving long term disability, or who fails to meet contractor or DOE requirements for continued employment for employees.

37.4 An employee who has received pay under this provision and who is rehired/recalled from layoff will again be eligible to start earning additional service credit for severance pay beginning with the date of rehire.

37.5 At the time of a layoff or at the request of the Company, the Company will meet with the Union at least 30 days in advance of a layoff to discuss an enhanced severance package for more senior Protective Force employees. It is understood that nothing herein requires the Company to offer an enhanced severance package.

ARTICLE 38 SICK LEAVE

38.1 Sick leave absences shall only be taken for valid illness/injury, or medically required reasons which would preclude an employee from reporting to work in accordance with Company policies and procedures. A health care provider's medical excuse may be required for the employee. The Health Insurance Portability and Accountability Act will not be violated.

38.2 Leave for employees shall be earned at a rate of 1.85 hours per completed week of active service up to a maximum of 96 hours per year.

38.3 At the end of each calendar year, earned, unused sick leave hours may go into the Casual Sick Leave account, which has a cap of 240 hours, or the Hospital Sick leave account, which has no cap.

38.4 Hours paid under this article will be paid at the employee's current straight time hourly rate and will not go into the overtime base.

38.5 As a means to control the abuse of sick leave, it is agreed that:

(a) An employee may elect to be reimbursed for any unused earned sick leave, limited to the current year's hours in excess of 48. This amount will be paid in the second pay period in the following calendar year. The current year's hours not paid may be banked, as directed by the employee, into his Casual or Hospital account;

(b) Hospital sick leave may only be used as defined in Company policies and procedures.

38.6 Sick leave will not be used as a tool to determine promotions, discipline and/or transfers.

38.7 Sick leave can be used for immediate family members (legally dependent children, spouse and infirm parents) without the need for a written medical excuse unless it exceeds one day or it appears to supervision that there is abuse.

ARTICLE 39 ANNUAL CONTRIBUTION 401K PLAN AND BRIDGE MEDICAL

39.1 During the term of this Agreement, the Annual Employer Contribution to the 401(k) Plan for Bargaining Unit employees shall remain in effect.

39.2 The Company will deposit the annual employer contribution no later than March 15 of each year.

39.3 Effective January 1, 2017, the Company shall contribute 3.5% of total eligible salary for the year on behalf of each eligible participating employee, and will continue to provide a 401(k) weekly match of 6%, in accordance with the plan document.

39.4 During the term of this Agreement, a 401(k) Plan for employees shall remain in effect. Employees are subject to the Rules and Regulations of the Plan.

39.5 The Company will provide a Bridge Medical Insurance Plan. The Company agrees not to increase the employee's portion of the total premium during the term of this Agreement. The Bridge Medical Insurance Plan will remain in effect in accordance with current procedure. The employee contribution will be 20% of the total premium for Hospital, Medical, Vision coverage to eligible employees. Insurance coverage shall be same as active employees. Access to the Bridge Medical Plan will be available to one (1) dependent of the retiree for 80% of the cost of the total premium. Except as otherwise covered by the policy, coverage for both the employee and dependent ceases at employee's age 65.

39.6 Any changes to the terms of this article and/or change of administration of the Plan will be discussed with the Union President prior to implementation.

ARTICLE 40 INSURANCE, HOSPITALIZATION, MEDICAL AND DENTAL BENEFIT

40.1 The Company shall provide full-time eligible employees with a group insurance plan including Hospital, Medical, Life and AD&D insurance, Dental, Vision, Short and Long Term Disability Benefits. Full-time eligible employees, at their election, may subscribe to dependent coverage that includes Hospital, Medical, Vision and Dental coverage. Dependent life insurance is also available and the cost of insurance premium shall be made by payroll deduction unless the Company approves other arrangements. The employee portions of all premiums are defined in the Annual Benefits Open Enrollment Plan. For Hospital and Medical insurance premiums, the employee's contribution will be 16% and the dependent's contribution will be 21% through October 2018. Beginning Open Enrollment period in October 2018 for plan year 2019, if the insurance premiums increase from the then current premium, the contribution will increase 1% for both employee and dependent. Beginning Open Enrollment period in October 2019 for plan year 2020, if the insurance premiums increase from plan year 2019, the contribution will increase 1% for both employee and dependent. If premiums remain the same or decrease, the employee and dependents contribution will not increase.

40.2 Effective with ratification of this agreement, the Company will maintain the current insurance plan. However, effective with the next open enrollment period (October 2017), the company will implement the plan as described below.

PLAN A	IN NETWORK	OUT OF NETWORK
Medical Deductible	\$100 Individual \$ 200 Family	
Prescription Drug Deductible	\$50 Individual \$100 Family	
Out of Pocket Maximum	\$2000/person	
Medical Coinsurance	10%	30%
Emergency Care Emergency Room Ambulance Urgent Care	\$175 Copay 10% No Deductible \$50 Copay	\$175 Copay 30% No Deductible 30% After Deductible
Inpatient Hospital	\$200 Copay	30% After Deductible
Outpatient Services Outpatient Surgery Diagnostic tests Imaging	\$150 Copay 10% No Deductible \$75 Copay	30% After Deductible 30% No Deductible 30% After Deductible
Office Visits Preventive Care Primary Care Physician Specialist	No Charge \$15 Copay \$30 Copay	30% No Deductible 30% After Deductible 30% After Deductible
Retail Drugs Generic Brand	20% After Deductible 20% After Deductible	Not Covered Not Covered
Mail Order Drugs Generic Brand	20% After Deductible 20% After Deductible	Not Covered Not Covered

40.3 Employees at their option may purchase additional Life AD&D insurance. The cost of premiums will be made by payroll deduction unless other arrangements are approved by the Company.

40.4 The Company provides an Employee Assistance Program (EAP) which is confidential and independent. Full-time eligible employees and their dependents who self-refer will have access to evaluation, short-term counseling, referral, training and follow-up services through a confidential and independent EAP, and will not be used as form of discipline.

40.5 Employees and dependents are subject to the eligibility rules and regulations of the plans.

ARTICLE 41 GENERAL PROVISIONS

41.1 Should termination of DOE clearance for an employee's access authorization occur, the Company will terminate the employee's employment immediately. Should an employee's DOE clearance be suspended, the employee will remain on the payroll at the restricted rate for up to 120 days and may be reassigned as necessary. Should the employee's clearance suspension exceed 120 days, the employee may take administrative leave without pay up to an additional 245 days. If the clearance is not reinstated by the end of the additional 245 days, the employee will be terminated.

41.2 It is acknowledged that employees on duty may eat on Company time, so long as it does not interfere with their duties.

41.3 Before making revisions to Work Rules and/or conditions of employment, including but not limited to, hours of training and overtime criteria during the life of this Agreement, the Company will discuss in good faith the revisions with the Union prior to the change.

41.4 Temporary shift swaps/trading days may be considered and approved so long as there is no additional cost to the Company, job qualification requirements are met, and are approved by Captain or higher.

41.5 Assignments by the Company to perform work at other DOE facilities will be determined by qualification, site seniority and classification. The employee's hourly wage rates shall apply.

41.6 No representative of the Company will open an employee's properly secured locker or properly identified Company issued bags unless the employee and Union Representative is/are present and the Company has cause that the employee has contraband. When the employee is not available, a Company representative and Union Representative must be present, or the affected employee must be notified and asked if another Bargaining Unit member can enter their locker/bag.

41.7 Qualified employees who volunteer and are selected to be OPFOR will be paid \$50.00 when participating in PTAD/DOE Force-on-Force (FoF) exercises, regardless of the number of scenarios during a given FoF.

41.8 Employees who are restricted due to lack of HRP certification may remain in their assigned area, or the Company may reassign the employee to other duties that the employee can perform, if their clearance/HRP permits.

41.9 The Company will provide an email account to document off shift physical training.

41.10 Sergeants/Lieutenants calling out for duty will be to the Area Captain/Site Commander on the off shift and the Area Captain/Major Monday-Friday.

41.11 Employees must notify the Workforce Services Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on a form provided by the Company. Failure to report changes which affect insurance coverage will result in the employee reimbursing the Company for premiums which are not recoverable from the insurance carrier.

41.12 Employees shall notify the Company of changes in their life insurance beneficiary (i.e., change in marital or other personal status).

41.13 Employees will notify their Area Captain/Major Monday-Friday and the Area Captain/Site Commander on the off shift by the next scheduled work day of any expiration, revocation or suspension of their state driver's license. This notification may be made either verbally or in writing.

41.14 Donated Leave

(a) Donated leave may only be requested if the employee is caring for a spouse or child in the event of a medical emergency, or needs extended time off following the death of a parent, spouse or child. A medical emergency is defined as a major illness or other medical condition (e.g. heart attack, cancer, etc.) that requires a prolonged absence from work, including intermittent absences that are related to the same illness or condition.

(b) Requests for leave donation should be sent through the employee's Manager and Director to the Workforce Services Department. Requests must have the anticipated time of absence and the reason(s) for the absence. Employees receiving donated Vacation and Personal Day hours must use all of their available leave time (i.e. VL, PD, SL and/or CS) before using donated leave, but may make a request for leave donations when their total leave balance does not exceed 40 hours and the absence is projected to last more than two (2) weeks. Employees are only permitted to make a direct donation

in hourly increments to the requestor, which will be added to the requestor's leave balance immediately upon processing and will not be returned to the donor under any circumstance. Donations from IGUA employees to other employees will be direct donations.

ARTICLE 42 DURATION

42.1 This Agreement becomes effective upon ratification and will continue in full force and effect until November 1, 2020, unless either party receives written notice from the other party, not less than 60 days nor more than 90 days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that no strike or stoppage of work shall take place after such expiration dates of this agreement unless the Union, in writing, notifies the Company at least 72 hours prior to any contemplated strike or stoppage. In the event a new Agreement is not agreed to by the termination date, the Agreement may be extended by written agreement by the IGUA Local 159 negotiating committee and the Company. In the event the Company shall cease to operate security services at the SRS, this contract shall automatically terminate, and the rights and obligations of both the Union and the Company hereunder shall automatically cease.

APPENDIX A WAGES
SPO I Sergeant Incentive Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	28.52	29.09	29.67	30.26
Next 12 months	30.23	30.83	31.45	32.08
Next 12 months	31.97	32.61	33.26	33.93
Next 12 months	33.57	34.24	34.92	35.62
Next 12 months	35.58	36.29	37.02	37.76

SPO III and K9 Sergeant Incentive Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	29.75	30.35	30.96	31.58
Next 12 months	31.53	32.16	32.80	33.46
Next 12 months	33.34	34.01	34.69	35.38
Next 12 months	35.01	35.71	36.42	37.15
Next 12 months	37.11	37.85	38.61	39.38

SPO I Sergeant Restricted Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	27.46	28.01	28.57	29.14
Next 12 months	29.17	29.75	30.35	30.96
Next 12 months	30.91	31.53	32.16	32.80
Next 12 months	32.51	33.16	33.82	34.50
Next 12 months	34.52	35.21	35.91	36.63

SPO III and K9 Sergeant Restricted Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	27.63	28.18	28.74	29.31
Next 12 months	29.41	30.00	30.60	31.21
Next 12 months	31.22	31.84	32.48	33.13
Next 12 months	32.89	33.55	34.22	34.90
Next 12 months	34.99	35.69	36.40	37.13

SPO I Lieutenant Incentive Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	32.25	32.90	33.56	34.23
Next 12 months	34.18	34.86	35.56	36.27
Next 12 months	36.23	36.95	37.69	38.44
Next 12 months	38.41	39.18	39.96	40.76
Next 12 months	40.71	41.52	42.35	43.20

SPO II and SPO I Specialty Lieutenant Incentive Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	33.21	33.87	34.55	35.24
Next 12 months	35.21	35.91	36.63	37.36
Next 12 months	37.32	38.07	38.83	39.61
Next 12 months	39.56	40.35	41.16	41.98
Next 12 months	41.93	42.77	43.63	44.50

SPO III and K9 Lieutenant Incentive Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	34.21	34.89	35.59	36.30
Next 12 months	36.26	36.99	37.73	38.48
Next 12 months	38.44	39.21	39.99	40.79
Next 12 months	40.74	41.55	42.38	43.23
Next 12 months	43.19	44.05	44.93	45.83

SPO I Lieutenant Restricted Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	31.19	31.81	32.45	33.10
Next 12 months	33.12	33.78	34.46	35.15
Next 12 months	35.17	35.87	36.59	37.32
Next 12 months	37.35	38.10	38.86	39.64
Next 12 months	39.65	40.44	41.25	42.08

SPO II and SPO I Specialty Lieutenant Restricted Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	31.09	31.71	32.34	32.99
Next 12 months	33.09	33.75	34.43	35.12
Next 12 months	35.20	35.90	36.62	37.35
Next 12 months	37.44	38.19	38.95	39.73
Next 12 months	39.81	40.61	41.42	42.25

SPO III and K9 Lieutenant Restricted Rate

Percentage		2.00%	2.00%	2.00%
Status	1/2/17	1/1/18	12/31/18	12/30/19
First 12 Months	32.09	32.73	33.38	34.05
Next 12 months	34.14	34.82	35.52	36.23
Next 12 months	36.32	37.05	37.79	38.55
Next 12 months	38.62	39.39	40.18	40.98
Next 12 months	41.07	41.89	42.73	43.58

- a) The Job Seniority date will be used to determine each step progression. Advancement to each subsequent step will be the Monday following the anniversary of the Job Seniority date.
- b) Sergeants who are already above the maximum of the proposed scale on 1/2/17 will have their hourly rate frozen at the current rate until such time as the scale exceeds the current rate. For each year the employee continues to exceed the maximum rate for that year, the employee will be compensated with a lump sum payment based on 2080 hours at their current rate times the percentage increase listed in the chart for that year.

Sergeants paid an hourly rate on 1/2/17, which is above the appropriate step in the wage schedule for that individual's time-in-grade, will be placed in the first step that will ensure an increase in the hourly rate. The employee will be frozen at that step until the time-in-grade equals the chart.

- c) UPPSR employees who are reassigned to an IGUA position will move to the step in the wage schedule for that classification which will equate to at least a 3% increase in the SPO hourly rate, excluding longevity pay not to exceed the top of the range. The employee will be frozen at that step until the time-in-grade equals the chart.

Upon the promotion of a UPPSR employee to an IGUA SPO III Sergeant's position which would pay more than incumbent IGUA SPO III Sergeants, those IGUA SPO III Sergeants will automatically be moved to the same step as the new Sergeant and frozen at that step until time-in-grade equals the chart.

- d) IGUA employees who are reassigned to a classification with a higher rate of pay will move to the step in the wage schedule for that classification which will equate to at least a 3% increase in the hourly rate, excluding longevity pay not to exceed the top of the range, effective the next pay period. The anniversary date for the next step progression will be one (1) year from the date of reassignment.
- e) Employees who are voluntarily reassigned to an incentive classification with a lower rate of pay, will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period. Employees who are involuntarily permanently reassigned to an incentive classification of a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted over a 60 day period. The anniversary date for the next step progression will be one (1) year from the date of reassignment.
- f) Employees who are reassigned to a restricted rate under the following conditions will move to the same step in the wage schedule for that classification. Employees who are reassigned from a restricted rate to an incentive rate will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period.

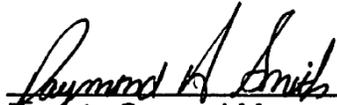
Employees who are under 10 CFR 1046, Medical Protection, as stated in Article 13 will not be reduced to the restricted rate.

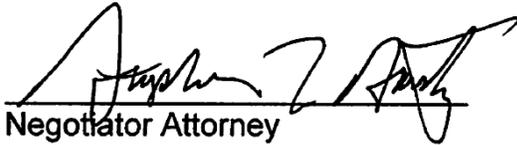
Employees will have their pay reduced to the applicable restricted rate under the following conditions:

- Employees who are no longer able to perform the full scope of their duties as a Sergeant or Lieutenant, are returned to work and assigned limited duties.
 - Employees who fail to maintain applicable readiness standards, (e.g. ARS/BRS) or on-site drug and/or alcohol screening.
 - If the issue creating the restriction is resolved within the same pay period it arises, the hourly rate will not be reduced.
- g) On January 2, 2017, A Shift Differential rate of \$1.00 per hour will be given for night shift for eligible employees. SPO I Sergeants who are assigned to day shift will be eligible for shift differential for all hours worked prior to 0630 hours. If the hours worked are paid at overtime, the differential on those hours will be paid at \$1.50 per hour.
 - h) Beginning the first pay week of an employee's 15th year of service, a \$0.05/hour longevity pay will be given. Beginning the first pay week of the employee's 25th year of service, an additional \$0.05/hour longevity pay will be given. Beginning the first pay week of the employee's 30th year of service, an additional \$0.05/hour longevity pay will be given.
 - i) Lieutenants who are permanently assigned to headquarters shift will be permitted to work a minimum of 45 hours each week.

IN WITNESS WHEREOF, the parties have caused their representatives to sign the Agreement as full acknowledgement of their intention to be bound by the Agreement.

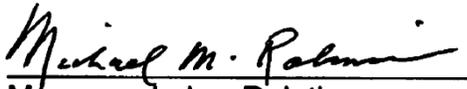
FOR:
Centerra-SRS


Deputy General Manager


Negotiator Attorney


Director, Tactical Force Operations

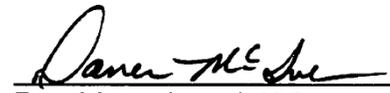

Director, Program Support


Manager, Labor Relations


Manager, Finance & Contracts

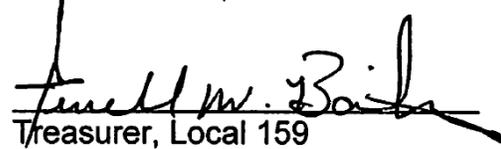

Executive Assistant

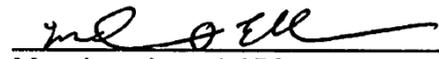
FOR:
IGUA Local 159


President, Local 159


Chief Negotiator


Vice President, Local 159


Treasurer, Local 159


Member, Local 159


Member, Local 159

IGUA Local 159 Executive Board Members

Members	Phone/Pager #	Area #
President		
Vice President		
Business Agent		
Financial Secretary Treasurer		
Recording Secretary		
Zone Administrator KAC		
Zone Administrator H/T/L		
Zone Administrator SRT		
Zone Administrator PPD		
Sergeant at Arms		
Guide		
Trustee		

Other Numbers/Information

Labor Relations	(803) 952-7600
Workforce Services	(803) 952-7997
Site Medical	(803) 557-4755
Major – H/T/L Area	(803) 208-8285
Captain	(803) 208-1384
Major – KAC Area	(803) 557-3529
Captain	(803) 557-3584
Major – PPD Area	(803) 725-2851
Captain	(803) 725-1257
Major – SRT Area	(803) 557-9389
Captain	(803) 557-9332
Chief – LE Area	(803) 952-7591
Captain	(803) 952-6689
SRSOC	(803) 725-3200
Physical Fitness Section	(803) 952-7595
PT Notification-Email	

NOTES