

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NUCLEAR WASTE PARTNERSHIP LLC

And

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA,
INTERNATIONAL UNION

And

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
LOCAL 322

At

WASTE ISOLATION PILOT PLANT, CARLSBAD, NM

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This Agreement is hereby entered into by and between the Parties, Nuclear Waste Partnership LLC (hereinafter the “Employer” or “NWP”) and United Government Security Officers of America, and Local 322 (hereinafter “UGSOA” or the “Union”) in connection with the operations located at the Department of Energy, Waste Isolation Pilot Plant (hereinafter the “Client” or “WIPP”) at Carlsbad, NM. This Agreement supersedes and replaces any previous Collective Bargaining Agreement, practices or customs not specifically set forth or contained herein. The terms and conditions shall be effective upon ratification or as enumerated herein.

ARTICLE 1 - RECOGNITION AND PURPOSE

- 1.1 It is the intent and purpose of this Agreement to establish and maintain harmonious relations between the Employer and the Union to set the rates of pay, wages, hours of work and other relevant terms and conditions of employment of those Employees covered hereby, to provide for the peaceful adjustment and resolution of any differences which may arise hereunder between the Parties.
- 1.2 The Employer hereby recognizes the Union as the exclusive collective bargaining representative pursuant to the certification with NLRB case No. 28-RC-085780 of all full-time Armed and Unarmed Security Police Officers employed by the Employer at the Waste Isolation Pilot Plant (WIPP) Site, Carlsbad, NM; Excluding all employees represented by other labor organizations, clerical, administrative, non exempt/non bargaining, non exempt salary, exempt employees, professional, and supervisory employees as defined by the National Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Employer reserves and retains all rights, powers and authority to manage its business operations not limited, relinquished, abridged, or modified by any express provision of this Agreement which specifically so provides. No management right shall be deemed to have been waived by implication for failure to have exercised such right.
- 2.2 The Union recognizes that the Employer provides a service of critical importance to the Department of Energy (DOE) and acknowledges and agrees that this Agreement shall be interpreted so as to give primary consideration the needs and preferences of the DOE, to the extent that the same do not limit or abridge any rights specifically retained or conferred under this Agreement.
- 2.3 Without limiting the scope of sections 2.1 and 2.2 above, the sole and exclusive rights of management which are not specifically abridged, limited or obviated by this Agreement, include but are not limited to, the right to maintain the efficiency of its operations; to determine the personnel, methods, processes and means by which such operations are conducted; to determine the number of hours per workday and or workweek that operations shall be carried on; to determine the number, classification and qualifications of employees and to hire, train and cross-train and utilize employees between job classifications within the bargaining unit; to promote, terminate, transfer, layoff and recall employees in accordance with the requirements of the business as determined

solely by the Employer directives, protective force post orders, general orders or as otherwise may be required by DOE Orders; to reprimand, suspend, demote, discharge or otherwise discipline Employees for just cause; to schedule, assign work to Employees and to direct such work; to establish and change work schedules, hours, shifts and assignments; to determine the need for, schedule and assign, overtime hours; to establish, modify and enforce existing and reasonable rules, policies, and practices including but not limited to those defined in the NWP Employee Handbook unless limited, relinquished, abridged, or modified by any express provision of this Agreement, as well as rules related to employee performance, conduct and appearance; to expand, reduce, alter, combine, transfer, or cease any work or job assignment, classification or operation; and otherwise to take such action, introduce or enforce such measures as the Employer may determine to be necessary for the orderly, efficient and appropriate operation of the business, and the security thereof resulting in the assessment of discipline up to, and including termination, for the unauthorized disclosure of the contents of restricted, classified or controlled documents, or other established security protocols.

- 2.4 The Company will advise the Union of the need for subcontracting work to be done at the WIPP, where bargaining unit personnel would normally be assigned to work, and meet with the Union to discuss the matter prior to the commencement of such work. Subcontracting of bargaining unit personnel work will be limited to specific special waste campaigns, modification of the pro force requirements or a recognized emergency or extenuating circumstance where qualified bargaining unit personnel are insufficient in numbers to provide the required degree or security protection for the campaign or WIPP.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The provisions of this Agreement shall be applied to all Employees regardless of race, color, ethnicity, religion, age sex, national origin, military veteran status, disability, or as may be otherwise provided under applicable State and Federal Law.
- 3.2 Wherever gender or the singular or plural pronouns are used in the Agreement, it is the intention of the parties that all such references are intended to include and apply equally to all Employees subject to the terms of this Agreement.
- 3.3 No term or provision of this Agreement shall prevent or otherwise preclude the Employer from providing a reasonable accommodation to any Employee or applicant with a disability, so long as the individual is able to perform the essential functions of the assignment as provided by the Americans with Disabilities Act. In the event such accommodation may conflict with the terms of this Agreement, the Union shall be provided with notice thereof and given the opportunity to explore with the Employer alternative accommodations prior to implementation of the assignment.

ARTICLE 4 - UNION SECURITY

- 4.1 An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of employment.

- 4.2 An Employee who is not a member of this Union at the time that this Agreement becomes effective, as a condition of employment, the employee shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
- a. Become a member of the Union and remain a member, or
 - b. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise.

ARTICLE 5 - DUES CHECK-OFF

- 5.1 The Employer shall deduct initiation fees and Union dues or service fees for the proportionate share payments from the wages of Employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction form which shall comply with applicable State and Federal Law. Such deductions shall be made from the first paycheck of each month, or from the first pay received in the month in which the Employee has sufficient net earnings to cover Union dues or fees and forward such payments to the International Treasurer within 10 days of such deduction.
- 5.2 The Union agrees promptly to provide the Employer a written schedule of Union dues, service fees, initiation fees and proportionate-share payments for each such Employee. The Union shall also promptly notify the Employer, in writing, of any changes therein. Union authorization forms shall be submitted to the Employer, ten (10) working days prior to the relevant payroll period of the month preceding the date that deductions are to be made.
- 5.3 Before any termination of employment pursuant to this Section becomes effective, the Employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues or service fees. If the Employee fails to pay the initiation fee and/or delinquent dues, the Union shall notify the Employer and provide proof of notice and the request for termination of the delinquent Employee. The Employer shall notify the delinquent Employee of pending termination if such fees/or dues are not tendered to the Union within ten (10) working days. If such fees and/or dues are tendered within ten (10) working days after the Employee receives this notification from the Employer, his termination hereunder shall not be required. If termination is administered under this provision the reasons shall be given in writing and the Employee terminated within five (5) working days thereafter.
- 5.4 The Union shall indemnify the Employer against any loss, claim or litigation, which may arise as a result of the Employer's compliance with provisions relating to Union membership or the provisions set forth herein. The Union shall refund to the Employer any erroneous or improper overpayment received from the Employer.

ARTICLE 6 - UNION REPRESENTATION

- 6.1 Neither the Union nor any Union member shall intimidate, coerce or interfere with the right of any Employee to join the Union or engage in, or refrain from any Union activity protected by State or Federal Law.
- 6.2 Except as otherwise may be provided herein, no Union business shall be conducted during working time, without the specific consent of the Employer.
- 6.3 For the purposes of adjusting complaints, disputes or differences in accordance with this agreement, the union shall be entitled to designate and be represented by one (1) Crew Steward and/or one (1) Alternate Crew Steward on each crew. The Union may also designate a Chief Steward who may act in the place of the Crew Steward. No probationary Employee, other than one who has been determined by the Union to be fully qualified, may serve in such capacity. The Union shall notify the Employer in writing, as to the names of the individuals whom have been designated to serve in such capacity. No Employee shall serve in such capacity until such notification has been received and acknowledged by the Employer. No Employee shall serve as a crew steward or alternate steward while not actively employed on the job site.
- 6.4 Union Officers or Stewards shall continue to perform their regular duty assignments at all times unless the Union Officer's or Steward's duty assignment has been covered and the Union Officer or Steward has been specifically permitted by the Employer to assist in the presentation or settlement of complaints or grievances in accordance with the procedures set out in Article 8. Such duties shall be performed promptly and without delay or abuse of time.
- 6.5 The Union Officer or Steward, shall provide reasonable advance notice to the Employer, whenever entering upon or remaining on-site for the purpose of handling a grievance or complaint at any time other than during his regular shift.
- 6.6 The grievant or complainant may request the presence of a Union Officer or Steward at any meeting or conference that may reasonably be believed to lead to discipline or other adverse employment action. The Employer shall promptly attempt to contact the appropriate Union representative and if the representative is unavailable within thirty (30) minutes, all further discussion with the Employee shall be suspended until appropriate arrangements can be made, preferably within twenty-four (24) hours thereof.
- 6.7 The Employer shall provide an appropriate area for a Union Bulletin Board in a non-public area accessible to employees. Material posted may include bulletins and notices relevant to Union members, such as appointments to Union offices or positions, Union elections, meetings recreational and/or social affairs. All such material shall be submitted in advance to the Human Resources manager for approval. Such posting shall not *contain* any partisan political statements, disparagement or criticism of the Employer, Employer representatives, or the policies of either the Employer or WIPP.
- 6.8 Pay for Union Business at the Company's Request: All pay at the current rate including premiums will be paid to the Union representative(s) at meetings during their working hours, when at the Company request.
- 6.9 Pay for Union Time for Adjusting Grievances: The Chief Steward, Stewards, designated alternates and members of the Grievance Committee shall be allowed the time necessary to investigate and process grievances/potential grievances during regularly scheduled

work hours without loss of pay after providing an estimated time to be taken and obtaining permission from the immediate supervisor. It is further agreed that the supervisor will not withhold permission where working conditions permit.

- 6.10 Pay for Contract Re-Negotiation: The Company shall pay up to four (4) members of the Union Negotiating Committee their regular rate for their regularly scheduled work hours, while they are in conference with the Company regarding contract negotiations.

ARTICLE 7 - DISCIPLINE

- 7.1 The Company shall not discipline or discharge an employee without just cause or due process.
- 7.2 In an attempt to achieve compliance prior to initiating Progressive Discipline, supervisors may use an-On-the-Spot Correction or Verbal Counseling as informal methods to correct misconduct or performance.
- 7.3 Progressive Discipline as defined in Appendix A shall be followed to correct an employee's misconduct or performance.
- 7.4 The Company shall initiate discipline in a timely manner, normally within thirty (30) calendar days of when the incident occurred or when first discovered.
- 7.5 When a supervisory employee places an unfavorable report in an employee's disciplinary file, the employee shall be given a copy of the report, which shall be signed for, at the time of administration of such action so the employee may refer the matter to the Union for handling if he believes the unfavorable report is unfounded or not justified. An unfavorable report is defined as a written reprimand, official warning, suspension without pay, or more severe disciplinary action.
- 7.6 The employee may submit a written rebuttal.
- 7.7 The Union has the right to request information pertinent to the incident.
- 7.8 In cases where unpaid suspension or discharge is being considered, the Business Agent or President, or designee, shall be given the opportunity to discuss the case with the Security Manager or Deputy Security Manager, or in his absence the Cognizant Department Manager, prior to the administration of any such action.
- 7.9 All discharges shall be in writing and shall refer to the reason for discharge and any prior disciplinary actions.

ARTICLE 8 - GRIEVANCE PROCEDURE

All disputes, differences and complaints regarding the interpretation or application of any provision of this Agreement shall be processed in accordance with the following provisions of this Article. A grievance must specifically identify the provisions of the agreement claimed to have been violated and must include the specific facts supporting the grievance as well as the relief requested. The grievance in any subsequent proceedings shall be limited solely to the allegations set forth in the original grievance. When used, the term "days" shall mean working days, not including Saturdays, Sundays, legal holidays, or days when the local worksite or corporate offices of the Employer are closed.

Informal Step

- 8.1 The party representatives shall make their best efforts to resolve any dispute on an informal basis. Both the Employer and the Union agree that the aggrieved Employee and his union representative shall first discuss the complaint with his immediate supervisor and Security Manager or designee within ten (10) working days of the incident giving rise to the complaint. If the informal procedure is not invoked within ten (10) working days of the incident giving rise to the complaint, then it is agreed by the Parties that no further action shall be taken.

Local Step

- 8.2 If the matter is not resolved at the informal step, the Union shall, not later than ten (10) working days after the informal step, set forth in the agreed upon form, the name of the grievant, the exact nature of the complaint, setting forth the specific Article(s) and paragraph(s) allegedly breached. This form shall be signed by the Employee/grievant and the Union representative and shall be submitted to the Human Resources Manager or his designee. The Security Manager or designee shall have ten (10) working days from the date the grievance was presented to return his decision in writing to the aggrieved employee and the Union representative. If the grievance is denied or not responded to within ten (10) working days, the grievance shall be advanced to the next step.

Corporate Step

- 8.3 If the grievance is not settled at the Local Step, it may be appealed in writing, directly to the Human Resources Manager or designee, within fifteen (15) working days from the Local Step denial. The Employer shall have fifteen (15) working days from the date the grievance was presented to submit its decision in writing to the Union with a copy to the grievant. If the Employer denies the grievance or fails to respond within fifteen (15) working days the Union may advance the grievance to arbitration.

Grievance Over Termination

- 8.4 A grievance involving a termination may be commenced at the Corporate Step to the Human Resources Manager or designee. The written grievance shall be presented to the Employer within fifteen (15) working days after the occurrence of the termination.

Time Limits

- 8.5 It is understood and agreed by the parties that the time limits for the exchange of demands and replies set out in the grievance procedure shall be strictly followed. Failure by the Union to process any grievance within the prescribed time limits shall result in the grievance being withdrawn or dropped. Failure of the Employer to respond to a grievance within the specified time periods shall be treated as a denial of the grievance and the grievance shall proceed to the next step of the procedure.

Employer Grievance

- 8.6 The Employer may file a grievance against the Union by serving a copy thereof upon the Union representative within fifteen (15) working days of the event giving rise to the grievance. The grievance shall set forth the specific Articles and paragraph(s) allegedly violated, the specific nature of the alleged violation and the relief sought. The Union representative shall have fifteen (15) working days to respond. If the grievance remains unsettled the Employer may refer the grievance to arbitration.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.1 In the event a grievance is not resolved at the Corporate Step, within fifteen (15) days from the denial or the date the response was due the grievance may be referred to arbitration by serving a written demand for arbitration upon the Employer or Union representative, as appropriate. The demand for arbitration shall set forth the grievance in the exact form as originally submitted. Arbitrations shall be scheduled in the order grievances are filed, with the exception of grievances for termination. The Grieving Party shall notify the Federal Mediation and Conciliation Service of the demand for arbitration and request a panel of seven (7) Arbitrators to be provided to the parties within thirty (30) days of the notice to proceed.
- 9.2 Thereafter, within sixty (60) calendar days of receipt of the list of arbitrators, the Parties shall confer to select an Arbitrator to hear the matter. If the Parties are unable to agree to the selection of an Arbitrator, they shall alternately strike Arbitrator's from the list until only one name remains. If both parties are in agreement a second and subsequent panels may be requested to facilitate a more timely and fruitful hearing. The opportunity to strike the first name shall be by coin toss.
- 9.3 At the Arbitration hearing the respective representatives of the Parties shall set forth their submission of the issue to the Arbitrator. Neither Party may deviate from the position taken in its submission of the grievance as initially set forth, or its response thereto.
- 9.4 The Parties shall have the right to present all witnesses and evidence as may be determined by the Arbitrator to be relevant and material to the proceedings.
- 9.5 The Arbitrator shall have no power to add to, delete from or otherwise in any way, to modify any term of the Agreement, or to rule upon any matter that arose outside of the term of this Agreement. The Arbitrator's decision shall be based solely upon the allegations specifically set out in the grievance and the relevant evidence and arguments of the Parties. The Arbitrator's decision shall identify the specific provision of the Agreement which has been allegedly violated, along with the basis for the Arbitrator's interpretation of that provision.
- 9.6 The Arbitrator shall have no power to establish, change or modify, any rate of pay, wages or benefit set forth in the Agreement.
- 9.7 The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her and will normally be rendered within ninety (90) days of the latter of the close of the hearing or submission of post-hearing briefs (unless extended by agreement of the parties).

- 9.8 The Arbitrators Decision and Award shall be final and binding between the parties, to the extent that it is consistent with the terms and provisions of the Federal Arbitration Act.
- 9.9 The expenses incurred by the Arbitrator and his compensation shall be shared equally by the Parties. Each Party shall bear the cost of its own witnesses and all costs attendant to the presentation of its case.
- 9.10 Any award of reinstatement or compensation for lost wages shall not be retroactive beyond ten (10) working days prior to the filing of the written grievance at the Local Step of the Grievance Procedure. Any award for back wages shall be mitigated by the Grievant's receipt of unemployment compensation; intervening earnings or other mitigating factor as may be found by the Arbitrator and as prescribed by relevant law.
- 9.11 Unless agreed by the Parties to the contrary, only one grievance may be heard at any single proceeding.
- 9.12 At any stage of the grievance procedure either party may settle the grievance by providing the relief requested therein, or which may be available under the Agreement, whichever is less or as otherwise agreed to by the parties. Unless otherwise agreed by the parties, any settlement shall be treated as a non-admission, non-precedent resolution thereof.
- 9.13 The Parties may agree to undertake voluntary non-binding mediation of any grievance, as an alternative to Arbitration.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.1 The Employees will be paid weekly.
- 10.2 All work performed or time in the service of the employer in excess of forty (40) hours during the designated workweek shall be paid at the rate of one and one-half (1½) times the Employee's regular straight time wage rate. The forty (40) hours consist of straight time, scheduled holiday time, vacation time, sick and personal and court appearances. Overtime hours are not cumulative towards the forty (40) hours. "Regular base rate" for overtime pay purposes shall be the rate applicable to the particular work performed during the overtime period. Overtime, for all hours worked on the seventh consecutive calendar day worked of a work week, will be computed at two (2) times the sum of the regular base rate. A minimum of four (4) hours must be actually worked each day to be considered a day worked, a call out will satisfy the four (4) requirement. For the purpose of computing fractional overtime hours worked, such overtime shall be computed to the nearest tenth (0.1) of an hour (six minutes).
- 10.3 Each employee will have an established work schedule that complies with this Article. Changes to the established work schedules or the introduction of any new work schedule not defined in this Article will be the subject of negotiation with the Union. Should negotiations not result in an agreement, Management may exercise their prerogative to implement the desired change and the Union will be free to grieve.
- 10.4 Rotating Twelve's (12's) Schedule:
- This consists of four crews rotating on a 12 ½ hour schedule which includes guard mount training or shift change.
 - Release times will be twelve and one-half (12-1/2) hours after start of shift which

includes guard mount training or shift change.

- Normal start time will be 6:45 a.m. (1st shift), 6:45 p.m. (2nd Shift).
- The work week will begin Monday at 7:00 a.m. and end seven (7) days later.
- 2nd shift employees who are temporarily assigned to day shift for training will be paid night turn premium.
- Overtime is paid for any hours worked in excess of forty (40) during the standard workweek.

10.5 9/80 Schedule:

- This schedule is worked in two week cycles.
- The first week consists of four (4) consecutive nine and one-half (9-1/2) hour days (Monday – Thursday) with the subsequent Friday off.
- The second week consists of four (4) 9-1/2 hour days (Monday – Thursday) followed by an eight and one-half (8-1/2) hour Friday worked.
- There will be a thirty - (30) minute unpaid lunch period. Release times will be nine and one-half (9-1/2) hours later and eight and one-half (8-1/2) hours later on the Friday worked.
- Normal start time will be 6:30 a.m.
- The schedule may be such that a portion of the workforce will be on alternating weeks to ensure that personnel are present on site five days per week.
- The work week starts four (4) hours after the start of the shift on Friday and ends seven (7) days later.
- The work day begins from the designated start time indicated above and ends 24 hours later.
- Overtime is paid for any hours worked in excess of forty (40) during the standard work week.

10.6 4 x 10 Schedule:

- This schedule will be four (4) consecutive days either Monday through Thursday or Tuesday through Friday.
- Workers will be scheduled for ten (10) hours.
- There will be a thirty - (30) minute paid lunch period.
- Normal start time will be 6:00 a.m. (1st shift), 3:30 p.m. (2nd Shift).
- The work week will begin Monday at 6:00 a.m. and ends seven (7) days later.
- Night turn premium will be paid for 1st shift continuation.
- Night turn premium will be paid for 2nd shift and 2nd shift continuation.
- 2nd shift employees who are temporarily reassigned to day shift for training will be paid night turn premium.
- 2nd shift employees who are temporarily reassigned to day shift for training and accept overtime for 2nd shift coverage will be paid night turn premium.
- The schedule may be such that a portion of the workforce will start on alternating days to ensure that personnel are present on site five days per week.
- Shift premiums for weekends and night turn are not additive.

- Overtime is paid for any hours worked in excess of forty (40) during the standard workweek.
- Any 4/10 2nd shift schedule for greater than 30 days shall be negotiated with the union.

10.7 Rotating Twelve's (12's) Training Schedule:

- This consists of five (5) crews rotating on a 12 ½ hour schedule for 4 weeks with one training week consisting of a minimum of 40 hours.
- Release times will be twelve and one-half (12-1/2) hours after start of shift which includes guard mount training or shift change.
- Normal start time for the 12 ½ hour shift will be 6:45 a.m. (1st shift), 6:45 p.m. (2nd Shift).
- 2nd shift employees who are temporarily assigned to day shift for training will be paid night turn premium.
- Training week will include a thirty - (30) minute unpaid lunch period. Normal release times will be eight and one-half (8-1/2) hours later. Scheduled training could create deviations in release times.
- Start time will be determined by training schedule.
- The work week will begin Monday at 7:00 a.m. and end seven (7) days later.
- Overtime is paid for any hours worked in excess of forty (40) during the standard workweek.

10.8 Alternate Work Schedules:

In order to meet the business needs of the Company and to adapt to the needs of a diverse work force, schedules other than those described in Articles 10.4 and 10.5 above, may be implemented. Before implementation, such schedules will be negotiated with the Union to ensure contract items (e.g., shift premium, meal periods, overtime, and holidays) are properly addressed. This Article does not apply to schedule changes resulting from natural events or emergencies. The possible options are numerous and cannot be anticipated in all cases. However, the attributes of such schedules can be described as:

- a) Work Days: The alternate work schedule will normally be composed of three (3) to five (5) days,
- b) Scheduled Days Off: The alternate work schedule will normally contain no less than two (2) consecutive days off,
- c) Work Hours: The alternate work schedule will normally contain forty (40) regularly scheduled hours per week with no more than twelve (12) and no less than four (4) hours in any workday.

10.9 Posting Regular Work Schedules: The Company shall post current work schedules for all workers. Any change in schedule shall be posted in the same place as the current schedule posting. Notification will occur at least fourteen (14) calendar days prior to the implementation of the new schedule.

10.10 Employees reporting to work as scheduled, without having been notified of 'no-work' shall receive a minimum of four (4) hours of work or pay at their regular hourly straight time rate of pay.

- 10.11 Employees called back to work after completion of their regular duties shall be guaranteed four (4) hours work at the overtime rate of pay, not to exceed sixteen (16) hours of work per workday, except in case of emergency. Call Back is defined as a request to return to work after an employee has left the site at the end of a work period.
- 10.12 Employee subject to a shift continuation will be paid only for those hours actually worked by the employee rounded up to half (1/2) hour increments.
- 10.13 Premium Pay for Short Notice: When an employee's schedule is changed, and at least forty-eight (48) hours' notice prior to the time he is to report for work on the new shift / schedule is not given, the employee shall receive pay for the time worked on the first shift of the rearranged schedule at the rate of one and one-half (1-1/2) times his regular base rate. This provision does not apply in cases of promotion (to the employee promoted) or when schedule changes to suit the personal convenience of one or more employees are permitted. Premium pay under this clause shall not be paid for a rearranged schedule to the extent the change in schedule results in overtime or for work performed subject to holiday premium.
- 10.14 Employee Schedule change from 12 to 9 hours shifts: Should the need arise to change an employee's normal shift schedule from a 12 to a 9 hour program, the Company will give at least fourteen (14) days' notice prior to any such changes.
- 10.15 Any Employee who leaves his duty assignment with proper authorization shall receive pay for only those hours actually worked.
- 10.16 Employees shall not be given time-off to avoid the payment of Employees requested to come to work early, prior to their regular scheduled starting time, shall complete their regular scheduled shift, except for circumstances beyond the control of the Employer.

ARTICLE 11 - OVERTIME EQUALIZATION, SCHEDULING ADDITIONAL HOURS

Employees shall be given as much advance notice as possible prior to being scheduled for overtime work:

- a. Opportunities for overtime work assignments should be divided as equally as reasonably possible among qualified employees who regularly perform the work and are available and a record of all overtime shall be kept by the applicable manager or non-bargaining unit designee.
- b. Personnel may provide no more than two (2) phone numbers for contact. Personnel will be responsible for verifying their phone numbers are current and accurate.
- c. Employees shall be provided a minimum of eight (8) hours off-duty between scheduled shifts except in the event of emergency. Employees shall also be provided a minimum of eight (8) hours off-duty between assigned twelve (12) hour shifts. Employees will not be allowed to work greater than 62.5 hours in the work week without Security Manager approval.
- d. Overtime will be offered to employees sequentially initially with the most senior qualified bargaining unit employee and continuing with the next qualified bargaining unit employee on the list. Thereafter overtime will be offered to the qualified bargaining unit employee on the overtime list starting with the qualified bargaining unit employee with the least amount of hours. This process will be documented and provided to the union upon request.

- e. If all personnel contacted refuse the offered overtime the first contacted employee with the least amount of hours shall be force drafted;
- f. Any person who is offered overtime and declines will be charged with the time as worked for the purposes of tracking overtime worked to ensure fairness to employees in the group.
- g. All overtime worked will be charged to the overtime list. Training classes and special campaigns hours worked will be exempted from overtime tracking.
- h. Employees accepting overtime who fail to work as agreed will be charged double the number of hours originally offered and repeated (two (2) or more times in a one (1) month period) offenses will be subject to progressive discipline.
- i. Overtime that is accrued as part of a normal shift work will not be tracked overtime.
- j. Overtime lists shall be zeroed biannually.
- k. Employees who accept an overtime assignment that is cancelled within two (2) hours prior to the scheduled start time will receive an amount equal to one (1) hour at their normal rate of pay as a cancellation penalty.
- l. Any Employee scheduled for vacation shall not be required to work overtime prior to the commencement or following a scheduled vacation leave except in the event of an emergency and may be exempt from the overtime refusal charge, or unless the Employee volunteers to do so.

ARTICLE 12 - CREW PREFERENCE

- 12.1 In the event of a crew vacancy, the vacancy shall be posted for a period of five (5) working days and shall be awarded to a qualified employee with the highest seniority. If no qualified Employee applies to fill the vacancy, the vacancy shall be filled by a qualified employee with the least seniority or a new hire.
- 12.2 Sergeant position vacancies will be filled by a selection committee comprised of Security Manager, Security Sergeant and external manager/supervisor to determine the most qualified Security Police Officer.
As a condition of promotion to Sergeant, Basic Instructor Training (BIT) must be completed within two (2) years of promotion date. A Sergeant who fails to complete BIT within two years of promotion may be subject to demotion to Security Police Officer.
- 12.3 New Hires must remain in the Security Force for a minimum of 12 months before they are eligible to bid out of the Security Force.
- 12.4 Management may rebalance crews by requesting volunteers from the overloaded crew/crews, if there are no volunteers the qualified personnel with the least seniority from the overloaded crews will be moved.
- 12.5 An Employee who may require a change in his crew assignment because of hardship, illness or other legitimate reason, may seek a mutually acceptable trade with another employee assigned to the same duty post. The proposed crew change request shall be reduced to writing and submitted to the Security Manager at least seven (7) working days in advance. Crew changes shall be limited to a period of thirty (30) working days, unless circumstances require a permanent crew change. In the event an Employee requires a permanent crew change, both Employees involved must agree, subject to final approval by the Security Manager.

ARTICLE 13 - HOLIDAYS

13.1 The following holidays shall be observed and paid:

- | | | | |
|----|------------------|----|-----------------------------------|
| a. | New Year's Day | f. | Thanksgiving Day |
| b. | Good Friday | g. | Day after Thanksgiving |
| c. | Memorial Day | h. | Christmas Eve |
| d. | Independence Day | i. | Christmas Day |
| e. | Labor Day | j. | Floating Holiday (explained 13.2) |

13.2 Subject to approval by the Shift Lieutenant when provided twenty-four (24) hours advance notice, an Employee shall be entitled to take one (1) floating holiday per year.

13.3 The number of holiday hours paid will commensurate with the shift schedule in effect at the time (i.e. nine (9) hours for nine(9) hour schedule and twelve (12) hours for twelve (12) hour schedule).

13.4 An Employee who is assigned to, and works on a holiday, shall be compensated for holiday pay as noted in Section 13.3 above, in addition to all hours worked at time and half the straight-time wage rate.

13.5 Employees are eligible for paid holidays when on the active role on the last working day prior to a holiday. Employees do not receive holiday pay and disability benefits at the same time.

13.6 Holidays must be taken in full shift increments

ARTICLE 14 - LEAVES OF ABSENCE, JURY DUTY, BEREAVEMENT LEAVE

14.1 The Employer may provide a limited leave of absence for Employees under the following circumstances:

- a. Employees with a minimum of one year of continuous employment may be eligible for an unpaid leave of absence for compelling medical or personal reasons.
- b. A request for a leave of absence shall be in writing and submitted to the Security Manager. The request shall be reviewed and submitted to Human Resources along with the recommendation of the Security Manager.
- c. Final approval will be at the discretion of the Employer's Security Manager. Any Employee who is absent from duty for three (3) consecutive days or more without having notified his supervisor, shall be considered as a voluntary termination, unless his absence has been approved by the Employer prior to the expiration of the three (3) day period.

14.2 Time for Death in Family:

- a. Immediate Family: In the event of the death of an employee's immediate family which consists of the employee's spouse, child, stepchild, foster child or grandchild residing in the home, parent, or stepparent such employee will be granted a five (5) working day leave of absence without loss of pay. Such leave of absence will be paid at the employee's basic straight-time hourly rate and shall not include overtime or premium pay. Such paid leave will be limited to five (5) consecutive regular working

days within a period of seven (7) days starting on the day immediately following the day of the death. In case of an employee on rotating or continuous shift, the above payment will be made for time lost during the employee's established week. All employees will be compensated on the basis of their wage rate of record on the date before such absence.

- b. Death in Non-Immediate Family: In the event of a non-immediate family member's death consisting of an employee's stepbrother, stepsister, grandparent, grandparent-in-law, father-in-law, mother-in-law, grandchild, sister, brother, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, such employee will be granted a three (3) working day leave of absence without loss of pay. Such leave of absence will be paid at the employee's basic straight-time hourly rate and shall not include overtime or premium pay. Such paid leave will be limited to three (3) consecutive regular work days within a period of seven (7) days starting on the day immediately following the day of the death. In no case shall payment be made for greater than the three (3) days described above. In case of an employee on rotating or continuous shift, the above payment will be made for time lost during the employee's established week. All employees will be compensated on the basis of their wage rate of record on the date before such absence.
- c. The in-law relationship will terminate for purposes of this leave, upon divorce or annulment (i.e., legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage; that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.
- d. Special circumstances may dictate the allowance for taking funeral leave days that fall outside of the prescribed schedule indicated above. For example, military funeral causes extreme geographic issue related to long distance travel and delayed attendance at funeral service. In all cases the above payments shall be calculated on straight time hours and shall not include any overtime or premium payments.

14.3 Except in cases of unforeseeable illness or emergency, all leave is to be requested in writing, in advance, through the Employee's immediate Supervisor and the Security Manager.

- a. Failure to follow the established procedure for requesting Leave shall result in the Leave being denied or granted without pay.
- b. To request leave less than ten (10) days before the scheduled absence, a Leave Request Form shall be completed by the Employee and submitted to a supervisor no less than twenty-four (24) hours before the Employees scheduled absence.
- c. The Leave Request Form shall be returned marked either as granted or denied no less than twelve (12) hours prior to the start of the requested leave.
- d. If the Leave Request is conditionally approved, partially approved, or denied, it shall be returned to the Employee with comments and an explanation of the reasons therefore.
- e. Unpaid Leave requests must be approved by the Security Manager and Human Resources.

- f. To request leave more than ten (10) days before the scheduled absence the employee must schedule the leave through the company payroll and accounting system. The leave request shall be approved or denied within seven (7) days of the request.
- 14.4 An employee who has been called to serve on jury duty shall so notify and provide his immediate supervisor with a copy of the Jury Duty Notice or the Subpoena.
- a. The Employee shall submit a request for Jury Duty Leave upon receipt of the Jury Duty Notice and advise his Supervisor of the circumstances and the anticipated duration and shall be paid for any such time.
 - b. Failure by the Employee to provide a copy of the Jury Duty Notice to his Supervisor shall result in the hours charged to jury duty leave being charged to discretionary leave or leave without pay (LWOP).
 - c. The Employer shall comply with all State and Federal regulations regarding Employee service for jury duty.
- 14.5 Any Employee who has been subpoenaed to appear in Court or other legal proceeding may be eligible for paid leave.
- a. If the Employee is appearing in any such matter on behalf of the Employer, he shall be compensated at his regular hourly rate for all such time.
 - b. If the employee is appearing in response to a subpoena served on the employee in a case to which the employee is not a party and in which the employee has no direct or indirect interest, the employee shall be paid their regular hourly wage for regularly scheduled work hours.
- 14.6 An Employee who is an officer or holds an official position in the Union may be eligible for Union leave.
- a. Long-Term Leave of Absence: The Company may grant a leave of absence to any employee with three (3) or more years of Site Seniority who is elected or designated to serve full-time as a business agent or International representative of the Union. Such leave shall be for a period not to exceed three (3) years and may be renewed only by mutual agreement between the Company and the Union. No more than one employee may be on such leave at any one time. Plant Seniority rights shall accumulate during such leave of absence and the employee will be allowed to continue to participate in Company benefit plans so long as they pay any required fees or payments as long as the plan documents allow. The Company will not incur any costs for such benefits continuation other than normal plan administration costs.
 - b. At the end of the long-term leave of absence, such employee who has been granted a leave of absence will be restored on the basis of seniority to his former position or similar position at the going rate at the time of his return, providing he can meet/attain the qualifications needed after training is provided, and he can meet fitness for duty requirements.
 - c. Requests for such Union leave shall be made in writing and submitted to the Security Manager at least seven (7) days in advance.
 - d. Short-Term Leave of Absence: Temporary leaves of absence without pay to conduct Union service, may be granted during the period of the Agreement, predicated on at least seven (7) calendar days' notice to the Company prior to departure. No more than four (4) employees will be granted simultaneous leaves under this provision, provided however, that simultaneous leaves would not be granted if they would disrupt any of

- the plant's operation. The Union's request for a leave of absence to attend union conventions will be in the form of a list showing names and dates and will be given to the Human Resources department. That department will then be responsible for attempting to arrange leaves of absence for those named; and will confirm such leaves in writing back to the Union, or attempt to resolve any conflicts of availability.
- e. Any Union official or officer who receives permission to go on leave for such Union business shall be compensated by the Union while on such leave.
 - f. Employees participating in Union Activities on behalf of the Union may be granted paid (i.e. vacation or personal time off) or un-paid leave upon written request. These requests shall be submitted at least twenty-four (24) hours in advance.
- 14.7 Employees who accept or undertake other employment (excluding service to the Union) while on any leave of absence without the prior written approval of the Employer shall be treated as a voluntary quit and shall be terminated from employment.

ARTICLE 15 - PAID VACATION

15.1 Paid vacation allowance shall be earned as follows:

Years of Service	Vacation
Hire date through 1 st year of service: *	40 hours after 90 days
2 nd through 5 th year of service:	132 hours annually
6 th through 10 th year of service:	156 hours annually
11 th through 15 th year of service:	180 hours annually
16 th through 20 th year of service:	228 hours annually
21 st year of service:	264 hours annually

*On the first anniversary of the employee’s hire date, employee shall receive a prorated vacation accrual based upon the number of days remaining between employee’s hire date anniversary and December 31st.

- 15.2 All employees shall receive two (2) days of sick leave or personal time off, per year.
- 15.3 Length of service includes the totality of service with the Employer and any predecessor employer(s) at this specific facility.
- 15.4 Paid-time off which exceeds three (3) consecutive scheduled work days or more for illness, or injury shall require medical documentation.
- 15.5 Employee will be limited to carry over a maximum of one hundred twenty (120) hours of accrued vacation per year; the remainder will be cashed out in the check following their anniversary.
- 15.6 When an employee is removed from the active roll for any reason, payment for unused vacation for the current year will be made if the employee has become eligible for vacation. Employees who are laid off will be paid for unused vacation to which they are entitled immediately following layoff.
- 15.7 Consistent with Employer approval, efficiency, and economy of operations, Employees shall take their vacation in segments not less than one-half (.5) hour increments.

ARTICLE 16 - WAGES AND ALLOWANCES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Security Officer	\$25.03	\$25.54	\$26.05	\$26.57
Security Police Officer	\$27.21	\$27.75	\$28.30	\$28.87
Sergeant (SGT)	\$29.58	\$30.17	\$30.78	\$31.39

The Company agrees to a ratification bonus of \$1600.00 to Security Force personnel on board at the date of ratification payable in two installments. The first installment equaling \$1000.00 will be paid within 30 days of ratification to then current employees. A second installment of the ratification bonus equaling \$600.00 will be paid to Security personnel on board October 1, 2017, and to be paid by October 31, 2017.

Security Force personnel will not be allowed to bid out of the Security department into other NWP positions from October 1, 2016 to October 1, 2017.

Security Police Officers assigned to the night shift shall receive a ten (10) percent shift premium in addition to their base hourly rate.

Security Police Officers assigned to the weekend shift shall receive a ten (10) percent shift premium in addition to their base hourly rate, but not to compound with a night shift premium.

In the event that a qualified exempt Lieutenant or Captain is unavailable to stand watch for shift Lieutenant, and at the discretion of management and the needs of the company, a Sergeant may be asked to fill the vacancy. The filling of the vacancy by a qualified Sergeant will be performed by, 1) asking the Sergeant on the shift where the vacancy occurred, 2) asking the Sergeant from a crew that is scheduled off. While filling in for a shift Lieutenant, the Sergeant will perform all the same tasks and have the same responsibilities as the Shift Lieutenant with the exception of discipline. He/she will be responsible for assigning tasks and ensuring that they are accomplished, interfacing with site management, making decisions in the absence of managerial oversight, and reporting abnormal or emergency events to the CMR/FSM and Security Management.

Sergeants acting for a Shift Lieutenant will be compensated at a rate equal to ten (10) percent greater than the Sergeants base hourly rate.

If the job duties of a classification are significantly changed, the Company and Union shall meet to negotiate an appropriate rate of pay for that classification. Should negotiations not result in agreement, Management may exercise their prerogative to implement the desired change and the Union will be free to grieve.

SECTION 17 - INSURANCE

The Employer shall continue to offer and provide at an 80%/20% cost share (i.e. the Employer pays 80% of the premium and the Employee pays 20% of the premium) to the Security Police Officers and their dependants, the current and or equivalent Employer's Health plan, which includes Major Medical, Dental, and Vision coverage.

The Employer shall continue to offer and provide to the Security Police Officer personnel; Basic Life and Accidental Death and Dismemberment Insurance, Short Term Disability, and may make additional benefits available at the employee's expense.

The parties recognize that implementation of excise tax and penalty provisions of the Affordable Care Act (ACA) may take effect in January 2020 or subsequent years. Implementation of said provisions will dramatically affect the available structure, design, and costs of our medical plan in order to have a plan that is not subject to said provisions if they are implemented. The parties agree to meet beginning no later than June 1, of the year preceding implementation to negotiate, any Company proposed plan design or funding changes to take place on January 1, 2020 or any subsequent year, assuming NWP remains the employer at that time, that will avoid the excise tax and penalty provisions of the ACA in the event they are enacted, and/or similar or equivalent provisions enacted under changed, altered, or other regulations, statutes, or laws. In the event such regulations, statutes, or laws are not enacted, and on condition that NWP remains the employer, the Company will continue to provide medical benefits at the same or comparable level of then current benefits through the end of this agreement.

SECTION 18 - RETIREMENT PLAN

The Employer will offer a 401(k) Plan to full time employees. The Employer will match employee contributions to the 401(k) plan at the rate of \$0.50 per \$1.00 up to 6%.

The employer will offer a pension plan to full time employees. The Pension plan is a contributory plan.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

NWP will provide standard personal protective equipment, working apparel and tools required to ensure employee safety in work activity. The Company reserves the right to define such material relative to regulatory requirements, quantity and cost.

ARTICLE 20 - STRIKES AND WORK STOPPAGES

- 20.1 The Union recognizes that it is the responsibility of the Employees to guard and protect the plants, premises, material, facilities and property of the Employer and the WIPP Site at all times and under all circumstances. The Union agrees that its members will faithfully discharge these responsibilities and during the life of this Agreement, or any renewal or extension thereof, it will not sanction, cause or permit its members to cause or otherwise participate in any strike, sit-down, slow-down, stay-in, or other stoppage or interference with, or refusal to, perform their assigned duties.
- 20.2 The Union further agrees that neither it nor its members employed at this facility and in this bargaining unit, shall honor, endorse or refuse to perform their duties as the result of any controversy between the Employer and any other group of employees, or labor organizations, and shall report for duty, remain at their posts and discharge their duties fully and as required.
- 20.3 The Employer maintains the right to discipline up to, and including, the discharge of any Employee who violates any provision of this Article.

ARTICLE 21 - SENIORITY

- 21.1 Employees shall serve a probation period of ninety (90) days, which shall encompass no fewer than sixty (60) working days, but is not to exceed one hundred twenty (120) calendar days.
- 21.2 During the probation period, the Employer shall retain the sole discretion to discipline, reassign or terminate the probationary Employee. The exercise of such action by the Employer shall not be subject to the grievance procedure of this Agreement.
- 21.3 Upon the satisfactory completion of the probation period, the Employee's status shall become that of a regular full-time Employee and seniority shall relate back to the Employee's most recent date of hire.
- 21.4 Employees on Military leave or other authorized leave or absence shall continue to retain and accrue seniority status.
- 21.5 In the event of a Reduction in Force (RIF) Employees shall be laid-off in accordance with the following:
 - a. Any subcontractors in the reduced classification;
 - b. Probationary Employees;
 - c. Regular full-time Employees with the least seniority;
 - d. Employees who share the same seniority date shall be laid-off in accordance with the following: The Employee with the lowest last four digits of his Social Security Number shall be retained.
- 21.6 Seniority may be lost only under the following circumstances:
 - a. Resignation;
 - b. Retirement;
 - c. Discharge for just cause;
 - d. Failure or refusal to return to work within three (3) working days after receipt of proper notice of recall;

- e. Lay-off for a continuous period equal to the Employee's seniority or one (1) year, whichever is greater;
 - f. The completion of voluntary continuous service of ninety (90) days in an assignment outside the bargaining unit.
- 21.7 Laid-off Employees shall be recalled in accordance with the following procedure:
- a. Full-time Employees in inverse order of their layoff;
 - b. Qualified Probationary Employees in inverse order of their layoff;
 - c. Recall rights shall be maintained for a period equal to the Employee's accrued seniority or for a maximum of one (1) year, whichever is greater.
- 21.8 Upon request, the Employer shall provide the Union with the current seniority list for all covered Employees.

ARTICLE 22 - TRAINING

- 22.1 Training of Employees shall be provided in accordance with the Employer's existing training policies as modified or amended by DOE and WIPP requirements and standards. Specialized or advancement training will be offered first to Sergeants and then by seniority and thereafter to meet the needs of the employer.
- 22.2 Employees may be required to undergo remedial training in the event that they are found to be unable to perform their job duties in accordance with established and acceptable DOE standards.
- 22.3 Failure to meet acceptable DOE standards on three (3) consecutive occasions shall result in termination.
- 22.4 It is recognized that qualification with all duty weapons is required on courses specified by the Cognizant Government Agency. Therefore, time shall be scheduled quarterly for range firing so that employees may remain qualified in marksmanship and these training sessions shall occur no less than forty-five (45) days before the scheduled qualification dates
- 22.5 Employees must attend training scheduled twenty-one (21) days in advance. Employees who fail to attend such training two (2) or more times in a fiscal year are subject to discipline.
- 22.6 In accordance with 10 CFR 1046, the Company will maintain an approved Physical Fitness Training Program (PT). The Company's program should provide two (2) hours of PT during any regular work day to be administered on-shift where proper relief and weapons storage is available.

ARTICLE 23 - LICENSING AND CLEARANCES

- 23.1 All license and fees attendant thereto which are required for an applicant to be eligible for employment shall be the sole responsibility of the applicant for employment.
- 23.2 All licensing fees and permits which are imposed by the Employer or otherwise required as a matter of law and as a condition of continued employment shall be paid by the Employer on behalf of the Employee.
- 23.3 The Employer shall pay the cost for any physical/medical examinations and medical follow-up examinations that are required by the Employer and/or the Federal

- Government. The Employer has the right to choose the physician who will perform the physical examination.
- 23.4 Employees are required to pass the physical examination prescribed by the Employer's contract with the Client in order to be employed and to maintain employment.
- 23.5 The Employee shall be compensated for the time required to undergo the required physical examinations/medical follow-ups. Scheduling of any examinations requiring more than four (4) hours must be pre-approved by the Security Manager in writing. Should the examination exceed four (4) hours, the Physician shall contact the Project Manager or designee to advise of the delay and request authorization to proceed.
- 23.6 As a condition of employment, Security Officers/Security Police Officers must be able to receive and maintain a security clearance.
- 23.7 Any criminal conduct that impedes an employee's ability to perform full security duties, shall be closely reviewed by security management for continued employment.

ARTICLE 24 - SAFETY, HEALTH AND ENVIRONMENT

- 24.1 The Company will continue to maintain and direct a safety program and establish policies, rules and practices to enforce this program. The primary tenet of this program is and will continue to be safe performance of plant activities will have priority over production or throughput. The Company will notify the Union of any modification to this program.
- 24.2 The Company will provide standard personal protective equipment, working apparel and tools required to assure employee safety in work activity. The Company reserves the right to define such material relative to regulatory requirements, quantity and cost.
- 24.3 The Company will provide an Occupational Health Program within its safety program that provides for the occupational health protection of all employees subject to this agreement. The Company reserves the right to modify the program relative to changes in permits, statute and regulation. Union personnel will comply with all policies and procedures which implement the Occupational Health Program.
- 24.4 The Company agrees to provide all employees subject to this agreement with sufficient training to enable them to perform their assigned work safely in accordance with all federal, state and local laws and regulations, and applicable permits. The Union agrees to comply with all safety, health and environmental laws and regulations as they apply to their work assignments.

ARTICLE 25 - GENERAL PROVISIONS

- 25.1 Employees shall provide the Employer with a correct and current address and telephone number to be filed in the Employee's personnel folder. All written notices sent to the Employee's address on file, shall be deemed to be effective and properly filed.
- 25.2 Employees shall report to work well-groomed, presenting a clean and neat appearance.
- 25.3 New Employees shall be introduced by their Supervisor to all other Employees and to appropriate Union representatives upon their employment and at the mutual convenience of the Parties.

- 25.4 Any and all Union briefings shall be restricted to the off-duty time of both the Employee and the Union representative.
- 25.5 Employees shall be compensated appropriately for all time worked regardless of the implementation of Daylight Savings Time during their shift.
- 25.6 A Supervisor, temporary or permanent, shall not perform work regularly performed by employees covered by this Agreement, except for the purpose of training or instructing employees, or cases of emergency or incidental work to provide expeditious and efficient services to the client, or when qualified employees are not available.
- 25.7 Employees acting in a temporary manager capacity are not empowered to take disciplinary action or to discharge.
- 25.8 Employees shall not be required to act as temporary manager for greater than six (6) months unless mutually agreed upon by both Parties.
- 25.9 Transportation: The Company will continue to provide transportation to and from the (WIPP) facility as long as the Department of Energy funds the continuation of such transportation, to include special campaign assignments.

ARTICLE 26 - SEVERABILITY

If any provision of this Agreement should be declared, by a Court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining provisions shall continue in full force and effect. In the event of the foregoing, the Parties agree to meet and negotiate a replacement for the affected provision. Any such negotiations shall be limited solely to the affected provision, and the replacement provision shall become effective immediately upon agreement and execution thereof by the Parties and shall remain in full force and effect throughout the remainder of the term of this Agreement.

ARTICLE 27 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 28 - TERM OF AGREEMENT

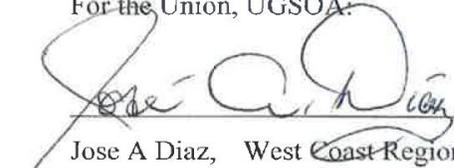
This Agreement shall be effective October 1, 2016 and shall remain in full force and effect until its expiration date on September 30, 2020.

On or before sixty (60) days prior to September 30, 2020 either Party may notify the other Party, in writing, of its desire to negotiate the terms and provisions of a successor Agreement. Promptly, upon such notification, the Parties shall meet and engage in collective bargaining negotiations.

If neither Party gives notice to the other of its desire to negotiate a successor Agreement before the expiration date of this Agreement as above provided, this Agreement shall automatically renewed for successive one (1) year terms thereafter or until otherwise terminated according to the provisions herein.

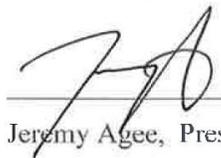
IN WITNESS THEREOF, the Parties have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the day and date set out adjacent to their respective signatures.

For the Union, UGSOA:



Jose A Diaz, West Coast Regional Director

Date 10-20-16



Jeremy Agee, President Local 322

Date 10/27/16

For the Employer, Nuclear Waste Partnership LLC:

 Human
Resources Mgr.

Name Title

Date 10/27/16

Appendix A-Rules of Conduct and Progressive Discipline Process

There are certain rules which govern our conduct as employees, just as there are laws governing us as citizens in the community in which we live or as members of clubs to which we belong. These rules are designed to aid in maintaining a safe and desirable place to work. They are provided for your general information and to assure uniform and fair administration of disciplinary action if ever it is necessary. You will be expected to abide by these rules.

We realize that certain types of misconduct, such as absence, for example, may arise out of personal problems. While such circumstances cannot excuse misconduct, employees are encouraged to discuss such problems with their managers before misconduct occurs so that they may get help or have questions answered. This may help you to avoid a disciplinary situation.

The following outlines many areas of behavior which are not in the best interest of this company or its employees. It is not an all-inclusive list. Any disciplinary action will, of course, be based on the facts and circumstances in each specific case as well as the total record of the employee(s) involved.

Type A: The record of discipline imposed upon an employee found to be in violation of a Type A work rule shall remain a matter of record when considering any subsequent work rule violation, regardless of type, for a period of eighteen (18) months after the issuance of the original discipline. After that time, the prior record of discipline will not be considered in the administration of future discipline.

Any of the following types of misconduct by an employee is considered inexcusable and may result in immediate discharge:

1. Willful damage to, misappropriation of, or misuse of government property, company property, or property of another employee, a contractor, a vendor or a customer.
2. Taking, diverting, receiving or possessing, without authorization, goods, materials, equipment or other property belonging to the government, the company, another employee, a contractor, a vendor or a customer.
3. Fighting, assault, or other disorderly conduct which endangers the safety of a person or property.
4. Insubordination, including willful failure to carry out definite instructions or assignments (including those from Security Officers.)
5. Willful hampering of work or production.
6. Misrepresentation and/or falsification of records or reports, documents or other information required by or concerning the company
7. Possessing, passing or using weapons, incendiary devices or explosives or conspiring or attempting to do so.
8. Reporting to work or being at work under the influence, possessing, consuming, soliciting, passing or dealing (or conspiring to do so) an intoxicant, narcotic, hallucinogen, depressant, stimulant or other such drug on company property or during work time. (Use of drugs prescribed by a physician must be reported to Health Services or the company doctor, depending on your work location, to determine work restrictions, if any, of an intoxicant, narcotic, hallucinogen, depressant, stimulant or other such drug.)
9. Immoral or obscene conduct.
10. Sleeping during working hours.
11. Organizing, operating, conducting or participating in gambling activities.
12. With respect to (a) distribution to employees, or (b) solicitation of employees for membership or in support of petitions, applications, payroll deduction authorizations, membership cards, commercial circulars or other literature of any person or organization (such as commercial, political, religious or other similar nature) or on behalf of a labor union, the following rules apply:
 - (a) Distribution of any literature or any material in work areas is totally prohibited.

- (b) Solicitation in either work or non-work areas is totally prohibited where either the employee soliciting or the employee being solicited is supposed to be working and not off the clock or on a break or meal period.
13. Using another employee's badge or pass, or permitting another employee to use his/her badge or pass to enter the facility or for time recording.
 14. Unreported absence of three (3) or more consecutive workdays.
 15. Engaging in employment or business practices which are illegal, unethical or in conflict with the business interests of the company.
 16. Failure to observe rules and practices or take reasonable measures to safeguard classified government information, Controlled Unclassified Information ("CUI"), or proprietary company information.
 17. Sexual or any type of harassment.
 18. Criminal conduct on company premises or assignment, or failure to notify employer of any criminal drug statute conviction for a violation occurring in the workplace or criminal conduct outside company premise and assignment which adversely impacts the workplace or the company image.
 19. Failure to pass a substance abuse screening test, or refusal to submit to such a test when properly directed to do so.
 20. Deliberate violation of established safety, radiation control, or configuration control standards.

Type B: The record of discipline imposed upon an employee found to be in violation of a Type B work rule shall remain a matter of record when considering any subsequent work rule violation, regardless of type, for a period of twelve (12) months after the issuance of the original discipline. After that time, the prior record of discipline will not be considered in the administration of future discipline.

Any of the following types of misconduct by an employee is not to be tolerated. The first of such acts may result in three days off without pay. The second act of misconduct, not necessarily the same type of misconduct, may result in discharge:

1. Careless waste of materials or abuse of tools or equipment, product or other property.
2. Producing defective work through carelessness or negligence or concealing defective work.
3. Playing of pranks or "horseplay." (Pranks or horseplay causing injury or property damage may result in discharge.)
4. Disorderly conduct.
5. Abusive or threatening language or conduct.

Type C: The record of discipline imposed upon an employee found to be in violation of a Type C work rule shall remain a matter of record when considering any subsequent work rule violation, regardless of type, for a period of six (6) months after the issuance of the original discipline. After that time, the prior record of discipline will not be considered in the administration of future discipline.

Any of the following types of misconduct by an employee is considered a serious offense. The first of such acts may result in a written warning. The second offense, not necessarily the same type of misconduct, may result in three (3) days off without pay. Any further misconduct of the type shown below, but not necessarily the same type of offense, may result in discharge.

1. Absence from work station or department without permission or satisfactory reasons.
2. Loitering or loafing.
3. Leaving the job or work area before the end of shift or prior to lunch period without authorization or satisfactory reason.
4. Failure to promptly report on the job personal injury to the manager and Health Services on the day it occurs.
5. Failure to promptly report accident/incident resulting in damage to materials, equipment, property, or injury to personnel.

6. Violation of health and safety rules and practices, including smoking in prohibited areas, failing to wear designated safety apparel, and improper operation of vehicles on company premises.
7. Posting unauthorized notices, defacing walls or tampering with bulletin boards.
8. Excessive absence or tardiness regardless of cause.
9. Eating in other than designated areas.
10. Possession of cameras or the taking of photographs on government property without authorization.