

Honeywell

AGREEMENT

between

**Honeywell
Federal Manufacturing and
Technologies, LLC**

and

**The International Union,
Security, Police and Fire Professionals of America
and its
Amalgamated Local No. 251**



Effective August 23, 2010 through August 21, 2016

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ARTICLE 1. AGREEMENT

This Agreement, dated at Kansas City, Missouri, and effective the twenty-third day of August 2010, between Honeywell, Federal Manufacturing & Technologies, LLC hereinafter called the Company, and the International Union, Security, Police and Fire Professionals of America and its Amalgamated Local No. 251, hereinafter referred to as the Union, is entered into by the parties to provide an orderly collective bargaining relationship.

ARTICLE 2. INTENT

It is the intent of both the Union and the Company to conduct all matters in accordance with the terms of this Agreement and to maintain a harmonious relationship among all persons who have duties and responsibilities in the administration of the collective bargaining agreement. It is further the intent that the provisions of this Agreement be carried out with fairness on the part of both the Union and the Company.

ARTICLE 3. RECOGNITION

Honeywell, Federal Manufacturing & Technologies, LLC recognizes the International Union, Security, Police and Fire Professionals of America and its Amalgamated Local No. 251 as the exclusive bargaining representative as certified by the National Labor Relations Board in Case No. 17-RC-3905, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment, in accordance with the terms of this Agreement, for all Plant Security Police Officers and Security Officers but excluding all other employees.

ARTICLE 4. MANAGEMENT

Except as specifically limited by this Agreement, the management of the Company and the direction of the working forces, including but not limited to the location of plants, any increase or decrease in the work force, schedules of hours and shifts, the scheduling of overtime, the assignment of duties and posts, methods and means by which this facility shall be protected, the right to hire, establish new jobs, promote, demote and transfer employees, to establish rules of conduct, to discharge or discipline for just cause, and to maintain discipline and efficiency of employees, are the sole and exclusive rights and responsibilities of the Company.

ARTICLE 5. REPRESENTATION

A. The Union shall be represented by one (1) steward for each shift, plus a Chief Steward who shall be employees of the Company and members of the bargaining unit. The elected Chief Steward in the classification of Security Police Officer shall have the right to work any day shift Monday through Friday starting time of their choice, regardless of their

seniority. If the elected Chief Steward is in the Security Officer classification and not on a day shift Monday through Friday schedule, they will be assigned to the day shift Monday through Friday starting times of the Security Officer classification. An alternate may be designated who will function only in the absence of the steward. It is understood and agreed that all stewards shall not be transferred or displaced to another shift as long as they are serving as duly elected stewards.

- B.** Stewards will continue to work at their assigned jobs at all times except when necessary to leave their posts to handle complaints and grievances and attend grievance meetings. Time spent in the performance of these union duties, not to exceed sixteen (16) hours per month in aggregate for all stewards, including time spent in second and third step grievance meetings, shall be paid for by the Company. Stewards and alternate stewards shall not receive pay for time spent in second or third step grievance meetings outside their regular shift and will not be charged for overtime refusal on the accumulative overtime record. Time spent on union business by alternate stewards shall be charged against the allowable time for the steward in whose behalf they act as alternate. It is agreed that stewards will not leave their posts until a Protective Force Command Officer has provided the necessary relief.
- C.** The names of all Union officers and stewards covered by this Agreement shall be given in writing to the Labor Relations Department at the time of their taking office.
- D.** Stewards, prior to leaving their post(s) to handle complaints or grievances will notify Patrol Headquarters of the reason for leaving their post, at which time the Company will arrange relief and appropriately document this time. The Union agrees to hold to a minimum all time spent on union business.
- E.** A steward shall not be permitted to enter the plant on union business at a time other than their regular shift unless permission is granted by the Company.
- F.** Employees may leave the plant on union business during their regular shift without pay when prior arrangements are made with the Company through the Labor Relations Department with the understanding that the total leaving the plant under this paragraph will not exceed two (2) in number at any one time, or a number mutually agreed to by the parties in each instance. Such arrangements, where possible, shall be made at least one (1) week in advance.
- G.** The Company may refuse the request of employees or stewards to be absent from their posts for the purpose of discussing a grievance at a time when their absence will seriously interfere with the operation of the business.
- H.** The number of employees who may be excused to discuss grievances shall be limited to the grievant and the steward. Where more than one employee has signed the grievance, one of the grievants will be chosen as spokesperson and may discuss the matter with the

steward.

ARTICLE 6. UNION RESPONSIBILITY

The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement. The Union further recognizes that it is the responsibility of the employees in the unit to guard and protect the plant premises, materials, facilities and property of the Federal Manufacturing & Technologies at all times and under all circumstances, and the Union agrees to use its best efforts to ensure that its members shall faithfully discharge this responsibility. Employees will discharge the duties assigned to them impartially and without regard to any union or other affiliation of any employee and with respect to any individual, irrespective of whether or not they are an employee of the Company; and failure to do so will constitute cause for discipline up to and including discharge. The Union supports Company efforts to provide a drug-free work environment for employees.

ARTICLE 7. GRIEVANCE PROCEDURE

A grievance shall be construed to mean any dispute between the Company and the Union or between the Company and any employee or group of employees concerning the effect, interpretation or application of any of the terms of this Agreement. It is understood and agreed that any matter which is not a part of this Agreement shall not be a subject for the grievance procedure in this Agreement. All complaints or grievances shall be resolved only as provided for in the grievance procedure which follows:

- A.** No complaint or grievance will be considered which is not submitted to their Protective Force Command Officer or designee under Step One within ten (10) working days after the employee is aware of the occurrence. Retroactive monetary claims shall be limited to a twenty (20) day calendar period prior to the day the grievance was first submitted in writing to the Company.
- B.** Any grievance arising out of a suspension or discharge must be filed by the employee and be delivered to the Company within five (5) working days after the date of the action complained of and may be introduced into the second step of the grievance procedure. The Union and the Company will meet within five (5) working days to discuss the grievance unless an extension of time is mutually agreed to by the parties.
- C.** It is agreed that no grievance shall be valid unless appealed within the time limits established within each step of the grievance procedure and that these time limits may, by mutual agreement of the parties, be extended in any step.
- D.** The decision of the Company in any step will be final unless notice of appeal to succeeding steps, including arbitration, is filed within the prescribed time limits stated elsewhere in this article.

- E. In the interest of expeditious settlement of grievances, by mutual agreement of the parties, a witness, who may or may not be the aggrieved employee, may be called into any step of the grievance procedure in order to submit additional facts or oral testimony which were not introduced during the preceding steps of the grievance procedure and which are deemed necessary by the parties in order to arrive at a mutually satisfactory settlement of the grievance. It is understood and agreed that a witness as referred to herein shall be an employee of the Company. Any such witness who appears at the grievant's request or at the request of the Union outside their regular shift shall not receive pay for time spent attending the grievance meeting, and no witnesses shall receive pay for appearance at arbitration hearings.
- F. When it is considered necessary by the Union for a Union representative, who is not an employee of the Company, to enter a restricted area of the plant for the purpose of making an examination of the physical facility in connection with the grievance, a written request outlining specifically the area to be visited and the reason for the visit will be made by the Union to the Company at least five days prior to such examination. Government security requirements will govern the conditions of the examination.

STEP ONE - Any employee having a complaint shall discuss their complaint with their Protective Force Command Officer or designee and may request the attendance of their steward. If this complaint is a proper matter for a grievance and is not settled satisfactorily within three (3) working days, the employee shall reduce their complaint to writing on the forms provided by the Company for this purpose, which grievance shall be signed by the employee and submitted to their Protective Force Command Officer or designee; whereupon within three (3) working days they shall submit an answer to the grievance. If the answer is accepted the employee shall sign the acceptance. If it is not accepted the employee shall, within an additional three (3) working days, sign the grievance and submit it to Step Two.

STEP TWO - In the event a satisfactory settlement is not reached in Step One, the steward shall receive the Union's copy of the grievance and the Company's copy shall be delivered by the department to Labor Relations for processing in Step Two by the Grievance Committee, composed of the Chief Steward, who shall be the chairperson, and the stewards, who shall meet with representatives of the Labor Relations Department within fifteen (15) working days after rejection of the Company's first step answer unless an extension of time is mutually agreed to by the parties. The Company shall render its decision in writing within ten (10) working days from the date of this meeting, unless an extension of time is mutually agreed to, which, if not accepted by the Union, may be appealed within ten (10) working days from the date of the decision to Step Three.

STEP THREE - In this step the Union will be represented by the Chief Steward or their designated representative, the shift steward, the Local Union President and an International Representative of the Union or someone designated to represent the International Union, who will meet with the Manager of Human Resources and/or their designated representatives, within ten (10) working days from the date of appeal to Step Three. If the parties are unable

to resolve the grievance in this step in ten (10) working days from the date of their meeting, the matter may be appealed by either party to mediation or arbitration. Prior to arbitration, the parties may mutually agree to engage in mediation as a means of resolving grievances. Once it has been agreed that grievance mediation will be used, the Union and the Company representative will submit a joint request to FMCS requesting assignment of a mediator. The mediator will not have the authority to render a binding decision.

STEP FOUR - The Union and the Company shall agree upon an arbitrator. Should the parties be unable to agree upon an arbitrator, then the Federal Mediation and Conciliation Service shall be requested to submit a panel of five (5) names, from which each party shall alternately strike a name until only one (1) name remains, and they shall be the arbitrator. Within seven (7) working days after receiving the list of arbitrators, the Company and the Union will meet to strike the list of arbitrators, and the Federal Mediation and Conciliation Service shall be notified jointly of the name of the arbitrator selected by the parties.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to arbitrate any new provisions into this Agreement. The arbitrator shall have no power to establish new or change the existing wage rate structure or establish new or change existing job content. The arbitrator shall render a decision in writing to both parties within thirty (30) days after the close of the hearing or receipt of the transcript, whichever is later. There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Company, the Union and the employees.

Costs pertaining to arbitration proceedings shall be shared equally by the Union and the Company except that, if either party desires a transcript, costs thereof shall be borne by the party requiring the same.

In disciplinary layoff and discharge cases, the arbitrator shall have the power to adjudge the guilt or innocence of the employee involved and review any penalties imposed and modify or amend penalties, if in the arbitrator's judgment the penalty is too severe. Any back wages awarded to an employee by an arbitrator shall be reduced by the amount of money the employee received from any other employment during the time they were off, including self-employment, Unemployment Compensation and Workers' Compensation, and less pay for any time during the period when the employee would not normally have been working.

All time limits referred to in the foregoing sections are exclusive of Saturdays, Sundays and holidays, and can be extended in writing by mutual agreement between the Company and the Union.

ARTICLE 8. CONTINUITY OF OPERATIONS

The Union shall not instigate, promote, cause, participate in, or recognize, nor authorize employees represented by the Union to instigate, promote, cause, participate in, or recognize,

any strike, work stoppage, slow-down, interruption of work, picket line, secondary boycott or other interference of any kind with operations during the life of this Agreement. Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, slowdown, interruption of work, picket line, secondary boycott or other interference of any kind with operations, whether brought about by the Union or any of its members, or by any other group of employees, or by any individual, group or union with or without authority or support of the Union. Violations shall be cause for immediate discharge of any violators. There shall be no lockout of employees by the Company during the life of this Agreement.

ARTICLE 9. GENERAL PROVISIONS

- A.** The Union recognizes that it is the responsibility of employees to carry out orders, both verbal and written, and that it is their further duty to become familiar with applicable Plant and Security Rules and Regulations, General, Special, and Post Orders of the Physical Security Department, and to faithfully report infractions thereof. Effective with the date of this agreement, the parties agree that the escorting of uncleared construction contractors and uncleared foreign nationals, in areas accessible to bargaining unit employees, are the only escort activities which are the exclusive responsibility of bargaining unit employees. However, uncleared construction contractors while performing administrative type work, may be escorted by appropriately cleared, non-bargaining unit person(s). Other escort services for uncleared visitors or contractors may be performed by non-bargaining unit employees at the sole discretion of the Company.
- B.** Employees must meet all qualifying standards in accordance with prevailing Government regulations. If a Security Police Officer is prohibited from attempting to qualify for medical reasons as determined by a Company Physician, or is unable to qualify after demonstrated and verifiable efforts, the Company will make a good faith effort to provide that employee with comparable alternative employment. It is understood that the past practice of giving consideration to individual problems on the firing range shall be continued.
- C.** It is understood and agreed that the duties of employees will consist of enforcing security measures and rules designed to prevent theft, sabotage and unauthorized access to information or to the Kansas City facility, and carrying out other functions of the Physical Security Department.
- D.** Employees shall not disclose to their Union officers or others information communicated to them as to their duties in connection with suspected plant sabotage, thievery or other unauthorized acts, where such information is confidential. Any employee violating this rule will be subject to dismissal.

- E. The parties agree to the following practices by Personnel Security employees concerning the issuance, distribution and exchange of identification badges within the facility:
1. Initial badge issue or exchange.
 2. Issuance of temporary ("T") badges in case of lost or forgotten badges.
 3. Replacement/reissuance badge exchange.
- F. It is not the intent of the parties to utilize non-bargaining unit personnel when bargaining unit employees are at work and available. Specific concerns will be discussed by the parties, generally the Union Steward and the Manager, Physical Security as they arise.

ARTICLE 10. HOURS OF WORK AND OVERTIME

- A. For the purpose of this Agreement the regular workweek will begin on the first scheduled workday start time.
- B. It is understood and agreed that the regular workday shall include a thirty (30) minute paid lunch period for Security Police Officers able to perform all the requirements of their assignment.
- C. It is understood that Security Police Officers who are able to perform all the requirements of their assignment will be paid for sixty (60) minutes of physical training three (3) times a week.
- D. It is further understood and agreed that the present method of fixed shifts and fixed days off, including vacation relief after schedule is set in accordance with the vacation scheduling procedure, will continue. If the Company at any time in the future finds it necessary to effect a change in this arrangement, the Union will be given a full and complete explanation of the necessity for such change before it is inaugurated.
- E. When overtime work is required the Company will make a reasonable effort to distribute overtime equitably among employees on the same shift, recognizing that in some instances there may be a disparity caused by the workday schedule, i.e., fixed days off vs. rotating days off. A newly hired employee coming into the bargaining unit or a transferred employee will be assigned the average number of overtime hours credited to employees on the shift.
- F. Overtime refused by an employee shall be charged to that employee's accumulated overtime as if they had worked the overtime based on the actual number of hours worked by the employee who accepts the overtime up to a maximum of nine (9) hours. No employee shall be charged with overtime refused if the employee had worked more than two (2) hours overtime immediately prior to their regular starting time or if the overtime is

offered on the employee's regular days off immediately prior to or following their vacation or in the event of death or serious illness in the employee's immediate family. When an employee is to be scheduled to work overtime on their regular day off, the Company will make a reasonable attempt to notify them prior to the end of the shift on their last scheduled workday.

- G.** When a recognized holiday falls on the regular day off of the employees who are working other than a Monday-through-Friday workweek, the employees will be granted eight (8) hours' pay at their straight time base rate in lieu of time off. When an employee is absent from work on a regularly scheduled workday, which is also a recognized holiday, such absence will be charged based upon the reason for absence. Holidays falling within a scheduled vacation period will be charged as holidays.
- H.** An up-to-date overtime record will be maintained by the Company showing all overtime hours worked or refused by employees, and such record will be posted weekly. A copy of this record will be given to the Chief Steward.
- I.** When an employee is recalled to work after having completed their regular shift and having left the plant premises, they shall receive four (4) hours of work or four (4) hours of pay at the applicable rate.
- J.** Employees who are scheduled for training a day other than their normal workday will receive a minimum of two (2) hours' pay at the applicable rate. Training for the first shift employees conducted on a regular workday will commence within one (1) hour following completion of their regular work schedule. Training for second and third shift employees in connection with their regular shift will normally be scheduled immediately prior to or following the regular shift.

ARTICLE 11. NO DISCRIMINATION

- A.** There shall be no discrimination, interference, intimidation, restraint or coercion by the Company against any employee because of membership or non-membership in the Union, and the Union agrees that there shall be no discrimination, interference, intimidation or coercion against any employee by the Union or any of its agents due to membership or non-membership in the Union.
- B.** There shall be no solicitation for Union dues or other Union activity during working hours.
- C.** The Union agrees to cooperate with the Company's equal employment opportunity efforts and further agrees with the Company that there will be no discrimination against any employee because of race, color, creed, national origin, sex, age, religion, or veteran status.

**ARTICLE 12. WORKING OUT OF CLASSIFICATION
AND SUPERVISORS WORKING**

Bargaining unit employees may be required to work out of classification in cases of emergency. Supervision shall not be regularly assigned to perform employees' work covered under this Agreement except for relief purposes and in cases of emergency (including response to alarms). The parties agree that responding to and resolving alarms are regularly assigned bargaining unit duties.

Bargaining unit employees will be granted access to areas where business allows as determined by management.

ARTICLE 13. REPORTING OF ABSENCE

- A. An employee who remains away from work for any reason is obligated to notify the Company at least one (1) hour prior to the beginning of their shift on the first day of absence unless the employee's Protective Force Command Officer or department manager has previously approved the absence. Failure to notify the Company by the end of their shift on the second day of absence shall result in the employee's termination. Repeated failure to notify the Company in the manner specified on the first day of absence will result in appropriate disciplinary action.
- B. Notice as referred to herein shall be to Patrol Headquarters.

ARTICLE 14. HEALTH, SAFETY AND ENVIRONMENT (HS&E)

- A. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. An employee shall draw safety hazards to the attention of a Protective Force Command Officer or department manager, who shall review the hazard with the HS&E Department. If the job is considered safe by Protective Force management and the HS&E Department, the employee shall be required to perform it. However, the matter may be the subject of an immediate grievance. The Company, as it deems necessary, may require physical examinations of its employees as considered advisable to determine the physical or emotional fitness of employees for their jobs and to determine any physical hazards. The Company will continue to provide necessary protective equipment for the use of employees.
- B. Employees shall comply with applicable rules relating to the handling, transportation, maintenance and storage of hazardous waste and chemicals and other environmental, safety and health matters, within the scope of employees' respective job classifications. Employees shall also comply with HS&E guidance, including appropriate use, clean-up, handling and storage of personal protective equipment and monitoring equipment, within the scope of employees' respective job classifications. Employees shall also verify that such equipment is in proper working condition before it is used.

- C. An employee identified as a beryllium-associated worker permanently removed from exposure to beryllium under the DOE's Chronic Beryllium Disease Prevention Program regulations shall be entitled to benefits provided in 10 C.F.R. 850.35(b)(2) from the date of permanent medical removal.

ARTICLE 15. SECURITY REQUIREMENTS

- A. The Union agrees that, where Government security regulations are placed upon the Company, such regulations will govern the acceptance or rejection of an employee for work coming under those regulations. The Union agrees that it will not file a grievance where the Company has removed from the payroll any employee who has not received a security clearance or whose security clearance has been revoked. This provision does not affect those employees who have had their security clearances suspended. This provision also does not affect any rights or remedies available through Government procedures.
- B. An employee whose security clearance has been suspended shall be assigned to work within the employee's classification not requiring a security clearance if such work is available, without reducing the employee's base rate. In the event the employee is transferred to another classification, as a salaried employee, where a security clearance is not required, the rate of pay shall, thereafter, be subject to the requirements of applicable DOE Orders on Suspension of Access Authorization.

ARTICLE 16. SENIORITY

A. Probationary Period

Probationary period for new employees shall be defined as the first ninety (90) days following the date of hire or thirty (30) days following the Company's receipt of notice that the employee has been granted a Government security 'Q' clearance, whichever is the greater period of time. The probationary period for transferred employees already possessing a security clearance shall be ninety (90) days from date of hire into the bargaining unit. Probationary employees who have been terminated and who are rehired within fifteen (15) working days after being terminated shall be considered to have been continuously employed. Upon completion of the probationary period, an employee shall be granted seniority from their starting date. Until receiving seniority, an employee shall be subject to layoff, discipline or discharge at the sole discretion of the Company. In exercising such discretion, the Company will adhere to Article 11. No Discrimination.

B. Definition and Computation

- 1. Plant seniority shall be defined as the length of service of the employee with the Company beginning with the starting date of initial employment or the starting date of re-employment, whichever is later.

2. Classification seniority shall be defined as the amount of seniority an employee has accumulated in the bargaining unit.
3. When employees have the same starting date, seniority order shall be established by the permanent employee number as recorded by Human Resources.
4. On all employees covered by this Agreement the Company shall maintain seniority records, a copy of which will be furnished to the Union upon request.
5. An employee on an approved leave of absence for personal illness, personal business, jury duty, military service, or extended full-time duty with the Local, Regional or International Office of the Security, Police and Fire Professionals of America shall continue to accumulate seniority. Seniority shall be credited only after the employee has returned to work from a leave of absence.
6. Any employee who is transferred out of the bargaining unit for sixty (60) days or less may be returned to the bargaining unit with seniority. No employee shall be returned to the bargaining unit in a classification where employees are on layoff. If an employee is returned to the bargaining unit after sixty (60) days from transfer, such employee shall return with no seniority.
7. Notwithstanding the provisions of #6 above, no provision in this Agreement shall preclude the Company from making any temporary promotions to security positions which, in its discretion, it considers necessary; provided, however, that any such temporary promotion shall be voluntary, shall not extend for a period in excess of ninety (90) days at any one time, and provided further, that no one employee shall be promoted more than once in a one (1) year period from the last day of the temporary assignment. It is understood and agreed that an employee promoted under the terms of this provision shall maintain their membership in the Union and, further, that the employee shall be subject to layoff in accordance with their normal seniority status should a layoff occur which would otherwise affect them.

C. Loss of Seniority

Seniority shall be lost for the following reasons:

1. Quitting.
2. Discharge for cause.
3. Exceeding an approved leave of absence.
4. Failure on the part of a laid-off employee to return to work within three (3) working days after receipt of notification by the Company, by registered letter to the employee's last known address, that the employee is to return to work, unless the

Company has agreed to an extension of this time. When the Company has recalled an employee from layoff, a delay by the employee in reporting to work shall not preclude the Company from working another employee in the recalled employee's job pending the reporting to work of the recalled employee.

5. An employee who is laid off shall have recall rights for a period of time equal to one-half (1/2) of their total service and in no case less than a period of twenty-seven (27) months. They may waive recall in writing at anytime during the above periods.

D. Layoffs and Recall

1. All layoffs and recalls shall be made in accordance with the terms of this Agreement.
2. Reductions of force shall be initiated with the employee having the least amount of classification seniority in the classification affected by the reduction. This employee shall be permitted to displace the employee with the least amount of seniority in the next lower job classification, providing the latter employee has less seniority than the displacing employee.
3. Recalls will be in the inverse order of layoffs.
4. Work of not more than five (5) days' duration may be performed without regard to the seniority rights of employees on layoff.
5. An employee who is separated by reason of reduction of force and who is subsequently reinstated shall retain that service credit which accumulated prior to such separation; provided, however, that service credit will not accumulate between the date of separation and subsequent reinstatement.

E. Shift Preference

1. Subject to management's right to make temporary shift assignments not to exceed ten (10) working days' duration, senior employees shall have preference of assignments to shift, starting time, fixed or rotating days off, and vacation relief within their respective classification. Such preference shall not be exercised by an employee more than once during any six month period. This shall not preclude an employee from exercising seniority to fill a valid opening on another shift which may occur sooner than six months after the exercise of their shift preference rights. Once an employee has expressed their preference for a particular shift and has been notified that the transfer has been arranged and posted, they will not be permitted to withdraw their application. It is further agreed that a designated Union representative may administer both starting time and shift preference, subject to Company review and approval, as required.
2. If, because of temporary physical limitations, a Security Police Officer is unable to perform all of the requirements of their assignment, the Company may, at its option, transfer the employee to another shift or workday schedule where their services can be

utilized. When the limitation no longer exists, the employee will be returned to their regular shift and workday schedule.

3. When written notice has been given to the Company regarding a change of shifts, starting time, fixed or rotating days off, or vacation relief, the Company will effect the change within fifteen (15) working days.
4. No employee will be assigned to vacation relief for the first ninety (90) calendar days following notification that the employee has been granted a "Q" security clearance.

F. Vacation Preference

Senior employees shall have preference in selecting vacation. See the vacation scheduling procedure for details.

- G.** Nothing in Article 11. No Discrimination of this Agreement shall in any way modify or nullify the application of any of the foregoing seniority provisions.

ARTICLE 17. UNIFORMS AND EQUIPMENT

The Company will prescribe all articles of uniform and equipment, will maintain uniforms, including laundry and dry cleaning, will as required replace present uniforms and will furnish uniforms for new employees. It will be the responsibility of the employees to furnish and maintain their own underwear, socks and shoes.

ARTICLE 18. DISCIPLINE AND DISCHARGE

- A.** The Company may discipline, suspend or discharge any employee for just cause. A suspended or discharged employee may, upon their request, be permitted to see their steward before leaving the plant.
- B.** Any written record of discipline which is issued to an employee and is made a part of that employee's file will be removed from the employee's file after a period of twelve (12) months has elapsed from the date the latest written discipline was issued to that employee, upon receipt of a request from the employee that it be removed.

ARTICLE 19. UNION SECURITY

- A.** An employee in the bargaining unit as defined by the National Labor Relations Board who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Amalgamated, Local No. 251 of the International Union, Security, Police and Fire Professionals of America within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation

fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this agreement.

- B.** Bargaining unit employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB V. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck V. Communications Workers of America*, 487 U.S. 735 (1988).
- C.** In the event the Union requests the discharge of a bargaining unit employee for failure to comply with the provisions of this Article, it shall serve written notice to the Company requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the employee, and the Employer will not be required to discharge that employee.
- D.** Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.
- E.** Except as provided in Article 16 Seniority, B.7., but notwithstanding any other provisions contained herein, if a bargaining unit employee who is a member of the Union shall be transferred or promoted out of the bargaining unit covered by this Agreement, and shall thereafter in any manner be returned to said unit, whether by transfer, demotion, or otherwise, such employee shall be permitted thirty (30) days in which to rejoin the Union. This article shall be so construed as to comply in all respects with the provisions of the Labor-Management Relations Act of 1947 (as amended).

ARTICLE 20. CHECK-OFF (DUES DEDUCTION)

- A.** The Company agrees to deduct Union initiation fees and union dues from the wages of each bargaining unit employee who voluntarily authorizes the Company to do so on a properly executed payroll deduction form for the period covered thereby.

The Union agrees it will promptly furnish to the Company a written schedule of the Union dues and initiation fees. The Union also agrees to promptly notify the Company in writing of any changes to these amounts.

- B.** Deductions shall be made only in accordance with the provisions of said form, and with the provisions of this section of the Agreement.
- C.** A properly executed form for each employee for whom Union initiation fees and dues are to be deducted hereunder shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter only under forms which have been properly executed and are in effect. Any form which is incomplete or in error will be returned to the Union by the Company.
- D.** Payroll deduction forms must be submitted prior to the fifteenth (15th) day of the month preceding the date that deductions are to be made.
- E.** After receipt of the form, the union initiation fees and dues for any calendar month shall be deducted from the second pay check issued that month, providing the employee has sufficient net earnings to cover the Union dues.
- F.** In cases where a deduction is made which duplicates a payment already made to the Local Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.
- G.** Funds deducted, along with a summary sheet including the names, addresses and the amount of union initiations fees and dues deducted from each, shall be remitted to the Local Union Financial Secretary as soon as possible after the second payday of the month
- H.** The Company shall inform The Local Union Financial Secretary, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.
- I.** Any dispute which may arise as to whether or not an employee properly executed or properly revoked a form shall be reviewed with the employee by a representative of the Union and a representative of the Company. Should this review not dispose of the matter, the dispute may be referred to arbitration, which decision shall be final and binding on the employee, the Union and the Company. Until the matter is disposed of, no further deductions shall be made.
- J.** The Company shall not be liable to the International Union or its Local by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.
- K.** The Union agrees to indemnify the Company against any loss or claim, which may arise as a result of the Company's compliance with the Union membership of check off articles.

ARTICLE 21. BULLETIN BOARDS

- A. The Company will provide space on a bulletin board in the immediate area of Patrol Headquarters for the posting of Union notices relating to:

Notice of Union recreational and social affairs
Notice of Union elections
Notice of Union appointments and results of Union elections
Notice of Union meetings
Any other matter which the Manager, Physical Security may approve

- B. No notice regarding a strike or work stoppage shall at any time be posted on the bulletin board or Company property. All notices for posting shall first be submitted to the Manager, Physical Security.

ARTICLE 22. CONTRACT VALIDITY

- A. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.
- B. This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto.

ARTICLE 23. RATES OF PAY

- A. The following increases will be applied to the monthly wage rates on the dates and progression intervals noted below for **Security Police Officers**:

Effective Progression Date	9-1-10	9-1-11	9-1-12	9-1-13	9-1-14	9-1-15
Minimum	\$3,834	\$3,930	\$4,038	\$4,149	\$4,273	\$4,401
1st day of the month following completion of one year of service.	\$3,948	\$4,047	\$4,158	\$4,272	\$4,400	\$4,532
One year from above date.	\$4,055	\$4,156	\$4,270	\$4,388	\$4,519	\$4,655
One year from above date.	\$4,165	\$4,269	\$4,386	\$4,507	\$4,642	\$4,781
One year from above date.	\$4,287	\$4,394	\$4,515	\$4,639	\$4,778	\$4,921

- B.** The following increase percentages will be applied to the monthly wage rates on the dates and progression intervals noted below for **Security Officers**:

Effective Dates	9-1-10	9-1-11	9-1-12	9-1-13	9-1-14	9-1-15
Wage Rates	\$3,649	\$3,740	\$3,834	\$3,949	\$3,949	\$3,949

NOTE: These rates do not apply to Security Officers reclassified from Security Police Officer as provided in Paragraph D. below.

- C.** The following increase percentages will be applied to the monthly wage rates on the dates and progression intervals noted below for **Security Officers** hired after the effective date of the 1998 Collective Bargaining Agreement:

Effective Progression Date	9-1-10	9-1-11	9-1-12	9-1-13	9-1-14	9-1-15
Minimum	\$2,682	\$2,749	\$2,818	\$2,902	\$2,902	\$2,902
1st day of the month following completion of six months of service.	\$2,790	\$2,860	\$2,932	\$3,020	\$3,020	\$3,020
One year from above date.	\$2,900	\$2,972	\$3,047	\$3,138	\$3,138	\$3,138

NOTE: Anyone hired into the Security Officer classification after the effective date of the 1998 Collective Bargaining Agreement or during the term of this Agreement will be considered **temporary** and, as such, will be exempt from coverage under any Federal Manufacturing & Technologies Workforce Restructuring Plan and will be ineligible for enhanced Reduction in Force benefits; however, they will be eligible for those benefits and covered by those policies in Article 24. Applicable Policies.

- D.** Except as provided herein, a Security Police Officer who is reclassified to Security Officer shall be paid at the maximum of the Security Officer rate. A Security Police Officer who fails to qualify under applicable DOE Standards or is prohibited from attempting to qualify for medical reasons as determined by the Site Occupational Medical Director, or is unable to qualify after demonstrated and verifiable efforts, shall be reclassified to Security Officer, provided a position exists, and paid at a rate determined by the existing maximum Security Officer rate plus one percent (1%) for each full year in the Security Police Officer classification not to exceed the employees' rate as a Security Police Officer. Thereafter, the employee will be eligible for lump-sum payments on September 1, of each year based on the applicable percent increase in Sections B or C above. Lump sums will be calculated based on their annualized monthly rate when reclassified. They will be eligible for base wage increases once the maximum wage rate for the Security Officer classification is equal to or greater than their monthly base wage rate.

- E. Employees may be hired at any rate within the range at the discretion of the Company and will progress from that point in accordance with the established schedule. An employee who is recalled to active employment from a reduction of force shall be reinstated at the progression step rate applicable to the employee immediately prior to the separation; provided, however, that the employee shall be eligible to receive any general contract pay increase which occurred between the date the employee was separated and the date of subsequent reinstatement.
- F. Effective with the date of this Agreement the Company will establish a Supplemental Security Escort (SSE) position. Supplemental Security Escorts will not be eligible for any Company provided benefits.

The following hourly wage rates for **Supplemental Security Escorts** will be effective as indicated below:

Effective Dates	9-1-10	9-1-11	9-1-12	9-1-13	9-1-14	9-1-15
Hourly Wage Rates	\$14.28	\$14.28	\$14.28	\$14.28	\$14.28	\$14.28

1. SSEs will be dues payers to the SPFPA.
2. Prior to any reduction in force affecting bargaining unit members, the Company will lay off all SSEs prior to laying off Security Officers. The Company will meet with the Union and discuss the issues surrounding the reduction in force. All obligations and agreements in Article 16. Seniority, of this Agreement shall apply to such reductions in force.
3. Prior to implementation of the Supplemental Security Escort classification, a joint Management/Union committee consisting of two management representatives and two union representatives will meet to formulate an implementation plan.

ARTICLE 24. APPLICABLE POLICIES

- A. Employees covered by this Agreement shall be granted benefits in accordance with those policies available to all salaried associates.

It is specifically understood and agreed that any salaried benefits and/or policies may be revoked, terminated, suspended, modified or changed at the sole discretion of the Company and that these salaried benefits and policies are not a part of or subject to any provision of the Collective Bargaining Agreement, including application of the grievance procedure.

- B. Employees covered by this Agreement also shall be accorded the same economic benefits of any other programs or policies established hereafter by the Company for other salaried employees in comparable salary ranges.

- C. Any employee believing that these programs or policies have not been applied fairly to them may discuss the question with designated Company representatives. If not resolved, the Union may discuss the subject with the applicable Manager of Human Resources or their designated representative.
- D. Supplemental Security Escorts will not be eligible for any Company provided benefits.

ARTICLE 25. ESTABLISHMENT OF NEW CLASSIFICATIONS

Prior to establishing a new classification within the bargaining unit, the Company will formally advise the Union of the job content and wage rate for the position. The Union within five (5) calendar days of receipt of notification may request in writing to meet with the Company concerning the job content and wage rate. If agreement on any differences cannot be achieved within thirty (30) calendar days of the notification, the job as established by the Company will be put into effect.

ARTICLE 26. DURATION

- A. This Collective Bargaining Agreement is effective August 23, 2010, and shall remain in full force and effect until midnight August 21, 2016, and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice a conference shall be arranged for within thirty (30) days.
- B. During the term of this Agreement neither party shall demand any change in this Agreement, nor shall either party be required to bargain with respect to this Agreement, nor shall a change in or addition to this Agreement be an objective of or be stated as reason for any strike or lockout or other exercise of economic force or threat thereof by the Union or the Company.

**Memorandum of Understanding Regarding the
Potential Total Disarmament of the Protective Force
(1995 Negotiations)**

As part of the 1995 UPGWA contract negotiations, the parties agreed to the following:

If the Protective Force is totally disarmed during the term of the Agreement, the monthly base wage of Security Police Officers will not be reduced. Further, any subsequent negotiated increase(s) will be implemented in the same manner as the increase(s) of those Security Police Officers affected by the partial disarming that becomes effective on or after November 1, 1995.

It is further understood that reclassifications due to disarming (total or partial), will be treated in the manner referenced above. Reclassifications due to plant-wide layoffs will be in accordance with previously negotiated layoff language (reference Article 16, Seniority).
November 2, 1995.