

FIRE & RESCUE

PROJECT LABOR AGREEMENT

FOR THE NEVADA NATIONAL SECURITY SITE
(NNSS)

between

NATIONAL SECURITY TECHNOLOGIES LLC.
(NSTec)

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION NO. 631

October 1, 2012 - September 30, 2017

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ARTICLE 1

PREAMBLE

This Agreement is effective the 1st day of October 2012, and is by and between National Security Technologies LLC. (NSTec) (herein referred to as the Company) and the Teamsters, Local Union No. 631 Firefighters (herein referred to as the Union) and recognizes that NNSS Fire and Rescue (F&R) Services at the Nevada National Security Site (NNSS) (the NNSS, Tonopah Test Range (TTR), and other facilities or Company extensions of the government program within the DOE, NNSA/NV system which is under the jurisdiction of the Union within the State of Nevada), herein referred to as the NNSS, requires innovation, flexibility and responsive Labor-Management practices.

To this end, the collective strengths and resources of the Union and the Company are teamed in a partnership for the purposes of providing the Department of Energy (DOE) and National Nuclear Security Administration Nevada Operations (NNSA/NV) an available and sufficient work force that is efficient, competent, and qualified.

ARTICLE 2

INTENTS AND PURPOSE

SECTION 1. This Agreement is for the joint use and benefit of the signatory parties, and the provisions shall be construed as binding upon and effective in determining the relations between the parties and to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties.

It is the intent of the parties to set out efficient working conditions, establish and maintain harmonious relations, secure optimum productivity, and to eliminate delays in the work undertaken by the Company. The parties agree that nothing shall be permitted that restricts production and/or services or increases the time required to do the work. There shall be no arbitrary restrictions placed upon the amount of work an employee shall perform while working for NNSS F&R Services. No employee shall be required to work under any conditions which are outside of NNSS accepted firefighter responsibilities.

SECTION 2. NSTec and Teamsters, Local Union No. 631 Firefighters, agree to incorporate the Principles of the Southern Nevada Labor Alliance (SNLA) into all aspects of this Agreement. The Principles of the Alliance are to:

- A. Develop business opportunities and market the value of the

Alliance to NNSC Customers.

- B. Establish an Alliance Administrative Committee which will meet on a regular basis for the purpose of implementing these principles.
- C. Provide an available, well trained, qualified, productive and cost effective work force.
- D. Provide a safe and healthful work environment to all employees through an effective Zero Accident Philosophy.
- E. Continuously improve productivity, quality, and methods of work execution.
- F. Resolve any differences between the parties in an atmosphere of cooperative Labor-Management relations and without job disruptions or work stoppages.

Continuous Improvement (CI) Committees will be mutually established and approved by the parties to address work execution processes and issues affecting the workforce.

Neither the SNLA nor the CI Committees shall make decisions which change or modify any of the Terms and Conditions of this Agreement.

SECTION 3. Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE 3

DOE, NNSA/NV ORDERS AND DIRECTIVES

It is understood and agreed that the Company's operations involved herein are subject to its contract with the DOE and the Orders, Rules, Regulations, and Directives of said Department and the NNSA/NV. It is further agreed that should any DOE, NNSA/NV Orders, Rules, Regulations, or Directives conflict with any of the provisions of this Agreement, the parties shall meet and confer to resolve the conflict.

The Company agrees to supply the Union with copies of all DOE, NNSA/NV Orders, Directives, Rules, and Regulations that have or potentially possess an effect on the bargaining unit or this Agreement and any updates or new

mandates that may be issued in the future.

ARTICLE 4

GENERAL SAVINGS CLAUSE

In the event any provision of this Agreement is held to be invalid by any court or any government agency of competent jurisdiction because of any existing or future laws, such ruling will not affect any other provisions of this Agreement. In such event, the parties, at the request of either party, will meet to negotiate a replacement provision for the provision held to be invalid.

ARTICLE 5

UNION RECOGNITION/REPRESENTATION/ACCESS

SECTION 1. The Company recognizes the Union as the sole and exclusive collective bargaining agent for those employees covered by the classifications of this Agreement, including Fire Dispatchers represented by Teamsters, Local Union No. 631 Firefighters, who are regularly and directly engaged in fire protection and emergency medical service at the NNSS and associated areas when such services are the direct responsibility of the Company or are furnished by the Company, as an aid to any other agency or organization. Any additional Firefighter duties not currently performed at the NNSS shall be mutually agreed upon by the Union and the Company. The covered employees are those employed in the group certified as a collective bargaining unit by the National Labor Relations Board Case No. 28-RC-5058.

SECTION 2. The Job Stewards and Union Representatives shall be working employees, selected by the Union, who shall, in addition to their regularly assigned work, be permitted to perform, during working hours, such of their Representatives duties as outlined in this Article. The Union agrees that such duties shall be performed as expeditiously as possible and the Company agrees to allow Job Stewards and Union Representatives a reasonable amount of time, while in active pay status, for the performance of such duties as herein set forth. The Job Stewards and Union Representatives will notify their immediate supervisor of the duties that would cause them to be away from their assigned work before they perform such duties.

The Union shall notify the Company or its representative in writing of the appointment of the Job Stewards and Union Representatives. The Company or its representative, before laying off or discharging a Job Steward or Union

Representative, shall notify the Union, in writing, of its intention to do so three (3) full working days prior to such intended layoff or discharge.

The Job Stewards or Union Representatives shall not be discharged or laid off for the performance of their agreed-upon duties when performed in accordance with this Article.

To promote harmony between the Union and the Company, the Job Stewards and Union Representatives, without interrupting the progress of the job, shall be limited to and shall not exceed the following duties and activities:

- A. Discuss with the affected employee's infractions of the Agreement which have not been resolved between themselves and the Company's designated representative.
- B. Work with the Company's designated representative in an attempt to resolve disputes or contract concerns prior to the application of the Grievance Procedure.

SECTION 3. Authorized representatives of the Union shall have access to the NNSS where work is being performed, but visitations are subject to security and safety regulations of the DOE/NNSA. Additionally, whenever a Union representative intends to visit any work location covered under this Agreement, they may give reasonable notice to the Labor Relations Department of that visit.

ARTICLE 6

MANAGEMENT RIGHTS

SECTION 1. All of the rights, duties, and prerogatives of the Company to manage, control and direct its business, operations, and activities are vested in and retained by the Company, including but not limited to, the assignment and direction of its employees.

- A. Management will make every effort to notify the Union within forty-five (45) days of reorganization of platoons. A thirty (30) day notice will be given to employees affected by this reorganization.
- B. The Employer may not give any notice for changes to station and/or shift assignments if necessary to maintain a professional work environment or due to disciplinary action.

SECTION 2. The Company shall be the sole judge of the qualifications of

each employee and the number of employees required to perform any work subject to this Agreement. The Company shall have the absolute right to hire, promote, lay-off employees or reject any applicant for employment at its discretion, and to discharge and/or suspend employees in lieu of discharge with just cause.

SECTION 3. None of the rights, duties and prerogatives of the Company referred to in this Article shall be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is understood however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 7

NO STRIKES OR LOCKOUTS

SECTION 1. Due to the major national importance and the vital nature of the work being performed and operations being conducted at the NNSS, the Company's operations must not be interrupted. It is hereby agreed by the Union and the members of the bargaining unit under this Agreement that they will not engage in any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott or any other interference with the conduct of the Company's operations during the term of this Agreement. This shall include dealings by the Company with suppliers, delivery persons, organizations, or other employees not covered by this Agreement.

SECTION 2. In recognition of Section 1, it is hereby agreed by the Company, there will be no lockouts of the Union or any employee in the bargaining unit during the term of this Agreement.

SECTION 3. It shall not be cause for discharge or disciplinary action in the event an employee individually refuses to go through or work behind any picket line at the Company's place of business provided said picket line is in connection with a lawful primary labor dispute.

SECTION 4. Protection of Life: The Union agrees that in the event any member of the bargaining unit exercises his/her right under Section 3 above, the Union and members of the bargaining unit will ensure that the minimum services for protection of life, of the type performed by employees under this Agreement, are provided.

SECTION 5. A party to this Agreement shall not file any action for damages because of claimed breach of this Article without giving notice, in writing, to the other party and allowing twenty-four (24) hours after delivery of

such notice to such a claimed breach. The parties agree there will be no actions made for damages filed if redress and correction of such claimed breach is made in the twenty-four (24) hour period referred to above.

ARTICLE 8

HIRING (EMPLOYMENT) PROCEDURES

SECTION 1. The Company agrees to advise the Union of its requirements with respect to new employees to be hired within the bargaining unit and will give the Union equal opportunity to furnish applicants for the job vacancies that exist. It is understood that the Company shall be the sole judge as to the competence of all applicants, and the Company may reject any job applicant referred by the Union. The Company retains complete rights to determine eligibility for employment for all job applicants and the right to conduct necessary screening to determine eligibility.

SECTION 2. The Union and Company shall not discriminate against any applicant for employment because of age, race, religion, color, national origin, sex, handicap, veteran status, marital status, or disability and in strict compliance with all Federal laws and the laws of the State of Nevada.

SECTION 3. The Company agrees that all new employees hired for vacancies in the bargaining unit will be referred by the Company to the local Union Hall prior to their first day of performing work in the bargaining unit. The purpose of this visit is to introduce the newly hired employee to the representatives of the Union and for the issuance of a work clearance by the Union to the new employee.

SECTION 4. The Union and Company shall abide by the Unions hiring/referral procedure, hereby incorporated by reference.

SECTION 5. HELMETS TO HARDHATS PROGRAM: The Company and the Union recognize a desire to facilitate the entry into the F&R Service of veterans who are interested in careers as Firefighters. The Company and Union agree to utilize the services of the Center for Military Recruitment, Assessment, and Veterans Employment (hereinafter referred to as "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of aptitude, referral to hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

The Company and Union agree to coordinate with the Center to create

and maintain an integrated database of veterans interested in working on this Project and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans for bona fide, provable past experience.

ARTICLE 9

SUBSTANCE ABUSE

It is hereby agreed between the Union and the Company that both parties will adhere to and abide by all the provisions of the Company's Substance Abuse policies, principles, and procedures which are incorporated into this Agreement by reference (Substance Abuse for NSTec Employees). If these policies, principles, or procedures change during the term of this Agreement, any such changes shall be subject to Bargaining and agreed to by the parties.

ARTICLE 10

PROCESSING TIME

SECTION 1. The Company agrees to pay applicants for all time spent in pre-employment processing, at the straight-time rate of pay, to include up to one and one-half (1-1/2) hours to defer travel expenses if directed by the Company to the NNSS, or up to five (5) hours if directed to the Tonopah Test Range, unless the applicant is not able to meet the Company's job requirements for reasons which are the applicant's own responsibility.

SECTION 2. The Company agrees to pay all employees for all time spent in processing which is required by the Company on the termination of an employee for any reason.

SECTION 3. Employees returning to work from an approved leave without pay or inactive payroll shall be entitled to payment for processing time as required by the Company.

SECTION 4. Any processing time, including pre-employment training, shall not be considered as time worked for the purpose of computing overtime.

SECTION 5. In administering this provision, the following guidelines shall apply:

- A. A job applicant engaged in processing when their requisition is canceled shall be paid for actual time spent in processing.
- B. If an applicant is rejected as a result of a medical condition of which they were unaware of, they shall be paid for processing time.
- C. Applicants will be processed through the Company's office between the hours of 7:00 am and 5:30 pm, Monday through Friday.
- D. Applicants who are directed to the NNSS for pre-employment processing, but do not meet the Company's eligibility requirements will be paid up to one and one-half (1-1/2) hours to defer travel expenses to the NNSS, or up to five (5) hours for travel to the Tonopah Test Range, for each day traveled.
- E. No processing time will be paid to applicants who test positive for drugs or alcohol.
- F. Payment for processing time as set forth in any section of this Article shall not be required if the employee terminates his/her employment before completing forty (40) hours of work for the Company.

SECTION 6. For the purposes of Section 1 and Section 2 above, the records of the Labor Relations Department of the Company shall be the determinative for the amount of processing time involved. All applicants time must begin and end at the Labor Relations office.

SECTION 7. Reductions in force shall be made in reverse order of seniority. The employee with the least seniority will be the first employee reduced in force.

SECTION 8. Rehires shall be made in strict order of seniority. The employee previously reduced in force with the greatest seniority shall be the first employee rehired.

SECTION 9. Personnel offered re-employment shall be notified by the Union in accordance with the Hiring Hall Procedures. If the individual does not report or give satisfactory explanation to the Company within three (3) working days, the Union will call the next eligible person on the list.

SECTION 10. During the term of the Agreement, the parties agree that provisions on layoffs and recalls may be modified by mutual agreement to consider key position requirements.

ARTICLE 11
UNIFORMS AND WORK-OUT ATTIRE

SECTION 1. The employee will be responsible for the day-to-day maintenance of all issued uniforms and work-out attire, and will wear such items as described in the policy set forth in the applicable NNSF F&R Desktop Instruction.

SECTION 2. The Company, in accordance with all applicable NFPA and OSHA standards, shall clean or replace Blood or OPIM contaminated uniforms. Uniform items that are damaged while on-duty shall be replaced by the Company. Cost for damaged items shall not impact the employee's annual replenishment allowance.

SECTION 3. Uniforms shall be provided by the Company upon hiring and consist of the following initial issue:

FIREFIGHTERS/ /FIRE INSPECTORS:

- | | |
|----------------------------------|--|
| 4 Approved Trousers | 4 Approved T-Shirts |
| 4 Approved Shirts | 2 Approved Sweat Shirts |
| 2 Approved Ball Caps | 2 Approved Sweat Pants |
| 1 Approved Jacket | 2 Approved Work-Out Shorts |
| 1 Approved Belt with Buckle | 1 Approved Pair of Athletic Shoes |
| 1 Pair Approved Wildland Boots | 1 Company issued Name Tag |
| 1 Company issued Shield | 1 Pair Approved Black Steel Toed Boots |
| 4 Helitack T-shirts, long sleeve | 4 Helitack T-shirts, short sleeve |
| 2 Helitack baseball caps | |

*All Helitack items will be furnished to personnel on the Helitack team, and approved by the Helitack Team Manager or his designee.

* The company will provide all PPE based on classification and need.

Uniform purchases shall meet NFPA standards. It is the intent of the

Company that the Uniform garments shall bear the Union label of the American Federation of Labor and/or have the "Made in USA" label if possible and if it does not cause a substantial economic increase to the company.

SECTION 4. The employee shall be entitled to issuance of Safety Shoes and Safety Glasses in accordance with the Company's policy covering such items. Employees must submit a request in writing to management so vouchers can be issued.

SECTION 5. Starting each October, the Employer shall provide employees with uniform replenishment items. Employees may purchase, through at least two (2) approved uniform vendors, any approved uniform items on the uniform vendor's approved issuance list, in any combination, depending upon the individual employee requirements. Employer will notify union on annual basis of the two (2) recognized uniform vendors. The uniform vendors' approved issuance list shall be mutually agreed to by the Union and the Employer. Such list shall include all items of clothing and equipment used by bargaining unit members in the performance of their duties. Replenishment items shall not exceed the amounts listed for each fiscal year:

October 1, 2012	\$1050.00
October 1, 2013	\$1050.00
October 1, 2014	\$1050.00
October 1, 2015	To be discussed
October 1, 2016	To be discussed

For the purpose of this Section, the fiscal year shall be based on the Company's specific fiscal year commencement and cut-off dates for purchases and such date shall be provided to employees at least sixty (60) days in advance.

SECTION 6. Employees shall be responsible for wearing the uniform and work-out attire in accordance with Company operations directives. Employees not complying with Company uniform dress code standards shall be subject to disciplinary action.

Employees will not purchase or wear unauthorized uniform items not found on the NNSS F&R approved uniform listing. Employees will be responsible for any amounts spent over their annual uniform allowance.

ARTICLE 12

WAGES

SECTION 1. WAGES: Wages for the classifications covered by this Agreement shall be paid in accordance with Appendix A.

SECTION 2. PAYMENT OF WAGES: All employees covered by this Agreement shall be paid once a week by negotiable check on a designated weekly pay day, prior to the end of their established shift. If the designated weekly payday falls on an observed Holiday, payday shall be the day proceeding such Holiday. In the event an employee is not paid prior to the end of their regular shift, they shall be compensated in one-half (1/2) hour increments at the straight-time hourly rate, not to exceed eight (8) hours per day in any twenty-four (24) hour period, until such payment is made.

SECTION 3. INSUFFICIENT FUNDS: Employees who receive a check which is non-negotiable because of insufficiency of funds on deposit shall be paid in cash. Employees shall be paid waiting time not to exceed eight (8) hours at the straight-time rate of pay, in any twenty-four (24) hour period, until such time the cash payment is made.

SECTION 4. INCORRECT PAYMENTS: Employees must bring the matter of incorrect payments to the attention of the Company in writing utilizing Labor Relations "Pay Discrepancy Form". This form must be submitted to Labor Relations by Supervision on the same day received. Once this form is received by Supervision and relayed to Labor Relations, the Company shall correct the incorrect payment in the pay period in which the form is received. If the correction is not made within this time period, the penalty for an incorrect check shall be a minimum of two (2) hours straight-time pay. If the amount of the incorrect payment is greater than two (2) hours straight-time pay, the penalty shall equal the amount of the incorrect payment, up to a maximum of eight (8) hours' straight-time pay for each twenty-four (24) hour period in which compensation is not corrected.

SECTION 5. WAGE INCREASE/ALLOCATIONS: Wage Increases, Allocations and Re-Allocations to this Labor Agreement shall be implemented and paid to employees within forty-five (45) days of receipt of written notification from the Union to the Company, and be paid retroactive to the effective date of such increase/allocations. A penalty of one (1) hour straight-time rate of pay will be paid to employees for each day of waiting time beyond the forty-five (45) days, until such Wage Increase/Allocation payments are made.

SECTION 6. All employees will be encouraged to participate in the

Company's direct deposit program, if applicable.

SECTION 7. PAYMENT UPON LAY OFF OR DISCHARGE: Employees who are laid off or discharged must be paid wages due them at the time of layoff or discharge. In the event the Company fails to pay an employee at time of layoff or discharge, they shall be paid waiting time not to exceed their regular assigned shift hours at the straight-time rate of pay, in any twenty-four (24) hour period, until such payment is made.

SECTION 8. PAYMENT UPON RESIGNATION OR VOLUNTARY QUIT: Whenever an employee resigns or quits their employment, the wages and compensation earned and unpaid at the time of his resignation or quitting, must be paid no later than the day on which he would have regularly been paid the wages or compensation, or seven (7) days after he resigns or quits, whichever is earlier. This payment will be mailed by Certified Mail.

ARTICLE 13

REPORTING POINTS AND TRANSPORTATION

It is understood and agreed that employees working under this Agreement shall, as directed by the Company and on their own time and by their own transportation, report to any designated reporting point on the NNSS, or DOE, NNSA/NV controlled premises in the Greater Las Vegas area.

Employees shall report to any designated reporting point prepared to start their designated shift with all appropriate personal protective equipment without delay.

ARTICLE 14
ALLOWANCES WHILE TRAVELING

SECTION 1. Employees will be paid at their applicable rates for the hour's specified while on company-directed travel for training or special assignments.

Work / Travel	Scheduled Work Day	Non-Scheduled Work Day
Employee works the length of their normal day (or more) and travels on the same day.	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate
Employee works less than the length of their normal day and travels on the same day.	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate
Employee travels (and performs no work that day).	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate

SECTION 2. When on company-directed travel or on special assignments, employees covered by this Agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses. Should an employee prepay such expenses, the employee will be reimbursed in accordance with company policy.

ARTICLE 15
WORKWEEK/TOURS OF DUTY/ASSIGNMENTS

Because of the remote location of some facilities on the NNS, and in order to best serve the interest of the DOE, NNSA/NV and employees being served by NNS F&R, it is agreed to the following shifts:

SECTION 1. Eight (8)hour shifts shall be eight (8) hours of work. The regular shift schedule shall be as follows:

- A. The grave shift shall consist of eight (8) hours of work exclusive of a thirty (30) minute meal period, to be worked between the hours of 11:00 p.m. and 9:00 a.m.
- B. The day shift shall consist of eight (8) hours of work exclusive of a thirty (30) minute meal period, to be worked between the hours of 7:00 a.m. and 6:00 p.m.
- C. The swing shift shall consist of eight (8) hours of work exclusive of a thirty (30) minute meal period, to be worked between the hours of 3:00 p.m. and 12:00 a.m.
- D. Shift differential of six percent (6%) per hour shall be paid for all hours worked during the swing shift, and twelve percent (12%) per hour for all hours worked during the grave shift.

SECTION 2. Ten (10) hour shifts shall be ten (10) hours of work. The regular shift schedule shall be as follows:

- A. The Day Shift shall consist of ten (10) hours of work exclusive of a thirty (30) minute meal period, to be worked between the hours of 6:00 a.m. and 6:00 p.m.
- B. The Night Shift shall consist of ten (10) hours of work exclusive of a thirty (30) minute meal period, to be worked between the hours of 6:00 p.m. and 6:00 a.m.
- C. Shift differential of twelve percent (12%) per hour for all hours worked during the night shift.

SECTION 3. Twenty-Four (24)-hour tour shall be twenty-four (24) hours of work. The regular tour schedule shall be designated as follows:

- A. A twenty-four (24)-hour tour shall consist of twenty-four (24) consecutive hours, including meal periods. The starting time shall be between 6:00 a.m. and 9:00 a.m.

SECTION 4. A fifty-six (56)hour tour of duty shall be fifty-six (56) hours of work.

- A. A fifty-six (56) hour tour is established as fifty-six (56) consecutive hours, including meal periods. The fifty-six (56) hour tour will begin at the time scheduled and run for fifty-six (56) hours.

NOTE: Shift differential does not apply to the twenty-four (24) or fifty-six (56) hour tour of duties.

SECTION 5. There shall be no staggering of starting times for employees working at the same station, area, or location for the purpose of avoiding payment of overtime.

SECTION 6. Due to the nature of the work at the NNS, the parties agree that special shifts other than those specified in this Agreement may be established to meet operational requirements. Such shifts may be established based on sufficient reason and by mutual written agreement between the Company and the Union. Agreement to approve special shifts shall not be unreasonably withheld and is subject to the Grievance and Arbitration Article.

The Assistant Chiefs will offer assignments to volunteers from the platoons. If the Company is unable to fill the assignment with volunteer(s), firefighters will be assigned on the basis of seniority; the least senior Firefighter on the platoon will be required to accept the assignment.

SECTION 7. PLATOON EXCHANGE: Employees working a five-eight (5/8), four-ten (4/10), twenty-four (24), or fifty-six (56) hour tour will be allowed to petition for a Platoon assignment change. The change is dependent upon the following conditions:

- A. Another employee of equal responsibility level from the desired Platoon agrees to the change and signs the petition. Additionally, the date of the change must be indicated on the petition.
- B. The Assistant Chiefs' of the affected Platoons agree with the trade and sign the petition.
- C. Management is advised by the Employee of the Platoon change request and receives it for signature approval. In the event the Company denies the request for change of Platoon, such denial shall not be appealable or grievable under this Agreement. The Company shall not incur additional overtime in order to facilitate the Platoon change.

If the above conditions are met, the employee work schedule will be revised and the Platoon change implemented. Employees shall be responsible

to report for their designated work assignment with all appropriate personal protective equipment without delay.

SECTION 8. The assignment of firefighters to a station or work location shall be within the sole discretion of the Company. Firefighters may have more than one station or work location assignment. It shall be understood that firefighters may be required to change station or work location assignments to replace an absent firefighter. Assistant Chiefs will seek volunteer(s) for station changes or work locations. If the company is unable to fill station change or work location with volunteer(s), firefighters will be assigned on a basis of seniority, i.e., the least senior firefighter will be reassigned.

ARTICLE 16

SHIFT EXCHANGE

SECTION 1. Firefighters shall be allowed to exchange work time with other employees. These exchanges will be done on a time-for-time basis. The firefighters shall be allowed to exchange shifts if the following procedure is followed:

- A. A firefighter shall initiate an exchange request.
- B. Except in unforeseen circumstances, firefighters seeking an exchange shall submit a completed exchange request form, in person to the on duty Assistant Chief no less than twenty-four (24) hours prior to the scheduled shift and shall receive confirmation of that shift exchange as soon as practical.
- C. The Company reserves the right to deny shift exchanges which incur overtime.
- D. Shift exchanges must comply with FLSA.
- E. If a Firefighter agrees to exchange a shift and fails to report to duty, that employee will be subject to any/all resulting disciplinary action including having shift exchange privileges suspended for six (6) months. Discipline will be administered on a case-by-case basis.
- F. Firefighters shall have an unlimited number of requests in a calendar year and no reasonable request shall be denied.
- G. Employees shall be responsible to report for any scheduled shift

exchange assignment with all appropriate personal protective equipment without delay.

ARTICLE 17

REST PERIODS

SECTION 1. The Company agrees to allow Firefighters who work either scheduled or unscheduled shifts of more than twelve (12) continuous hours, a reasonable rest/sleep period, while in active pay status. The Company may interrupt the rest period for emergency calls, move-ups, stand-bys, or other situations that may arise in the duties of firefighters.

SECTION 2. It is understood that Section 1 of this Article applies to employees working a schedule other than twenty-four (24) or fifty-six (56) hour tours. Employees assigned to a twenty-four (24) or fifty-six (56) hour tour are allowed to sleep, while in pay status, eight (8) hours during each twenty-four (24) hour period.

The Company will make reasonable efforts to ensure that employees working a twenty-four (24) or fifty-six (56) hour tour receive a period of uninterrupted sleep. Nothing in this Agreement guarantees that employees will receive a minimum number of hours of sleep during any twenty-four (24) or fifty-six (56) hour tour.

SECTION 3. This Article does not apply to employees performing work as Fire Dispatchers.

ARTICLE 18

OVERTIME

SECTION 1. Employees assigned to a five (5) day, eight (8) hour work schedule will be paid overtime in the following manner:

- A. Monday through Friday: Time and one-half rate (1-1/2) for hours worked in excess of eight (8) straight-time hours, not exceeding twelve (12) hours in any one twenty-four (24) period.
- B. Saturday: Time and one-half rate (1-1/2) for hours worked not exceeding twelve (12) hours.

- C. Holidays: Time and one-half rate (1-1/2) for hours worked not exceeding twelve (12) hours.
- D. Hours worked in excess of twelve (12) continuous hours will be paid at double time (2x).
- E. Sunday: Double-time rate (2x) for all hours worked.

SECTION 2. Employees assigned to a four (4) day, ten (10) hour work schedule will be paid overtime in the following manner:

- A. Monday through Thursday: Time and one-half rate (1-1/2) for all hours worked in excess of ten (10) straight-time hours.
- B. Friday, Saturday and Holidays: Time and one-half rate (1-1/2) for all hours worked.
- C. Sundays: Double-time rate (2x) for all hours worked.

SECTION 3. Employees assigned to a twenty-four (24) hour tour will be paid overtime in the following manner:

- A. All hours worked in excess of twelve (12) consecutive hours on both days will be paid at time and one-half (1-1/2) rate.

SECTION 4. Employees assigned to a fifty-six (56) hour shift schedule shall be paid overtime in the following manner:

- A. All hours worked in excess of eight (8) hours in one (1) day will be paid at the time and one-half (1-1/2) rate.
- B. All hours worked beyond fifty-six (56) hours, but not exceeding seventy-two (72) hours in a calendar week shall be paid at the two and one-quarter (2-1/4) rate.
- C. All hours worked beyond seventy-two hours in a calendar week shall be paid at two and one-half (2-1/2) time.

SECTION 5. All overtime shall be paid in one-half (1/2) hour / (30) thirty minute increments.

SECTION 6. Whenever practical, the opportunity for overtime work shall be offered equally among employees.

SECTION 7. Employees who are "called-in" for emergency work outside their normal work schedule shall receive no less than four (4) hours pay at the applicable overtime rate of pay.

SECTION 8. PTO shall not be counted as time worked for the purpose of computing overtime for employees assigned to an eight (8) and ten (10) hour shift.

SECTION 9. For the purpose of overtime payment on an eight (8) and ten (10) hour shift, or twenty-four (24) hour tour, hours worked beyond twelve (12) shall be considered continuous until the employee is provided at least a twelve (12) hour break. Once provided a twelve (12) hour break the employee's pay rate shall revert back to the straight-time rate. Any time spent in travel to or from a duty station shall not count as part of an employees continuous work hours, even though these hours may be compensated.

SECTION 10. Mandatory overtime may be required to maintain minimum staffing during periods of operational emergencies. Mandatory overtime holdover shall be filled in the following manner:

The Assistant Chief and Battalion Chief will maintain the mandatory holdover list. Employees are moved to the bottom of the list by the date of their most recent holdover. Employees on duty may be required to work all or any part of another shift to maintain minimum staffing.

During periods of emergency, personnel may be required to work as the NNSS F&R needs dictate.

Each employee will be issued one (1) holdover waiver between October 1 and March 31 of each year; and each employee will be issued one (1) holdover waiver between April 1 and September 30 of each year, for those times when personal commitments would make it extremely inconvenient to work. The following guidelines will apply:

- A. Waiver form completed and original signed copies must be turned in to the Assistant Chief or Battalion Chief.
- B. There must be other eligible employees on the holdover list.
- C. The employee using the waiver will maintain their current position on the holdover list.
- D. The waiver may not be carried over to the following year and is

non-transferable.

- E. No duplicates or copies shall be made. Any time employees are required to remain at the work site, their pay shall continue at the appropriate rate of pay, to include sleep time.

ARTICLE 19

HOLIDAYS

SECTION 1. The following holidays or days observed as such are recognized holidays:

New Years Day	(January 1 st)
Martin Luther King Birthday	(3 rd Monday in January)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 th)
Labor Day	(1 st Monday in September)
Veterans Day	(November 11 th)
Thanksgiving Day	(4 th Thursday in November)
Day after Thanksgiving	(4 th Friday in November)
Christmas Eve	(December 24 th)
Christmas Day	(December 25 th)

NOTE: If there is a National change to any of these Holidays the Company and the Union will meet to make appropriate adjustments.

SECTION 2. A Holiday shall be the twenty-four (24) hour period commencing at 12:01 a.m. on the day observed as the Holiday. Work on such days shall be paid for at the holiday rate of pay.

SECTION 3. Employees on eight (8) or ten (10) hour shifts will, when work schedules permit, be granted time off with pay at his/her straight-time rate on the days observed as holidays, provided the scheduled workdays immediately preceding and following such days observed as these holidays are worked or the employee was on approved absence.

SECTION 4. For employees on eight (8) or ten (10) hour shifts, when any of

the days on which a Company observed holiday occur during an employee's vacation period, that day will be recognized as a paid holiday and will not be charged vacation time.

SECTION 5. Scheduled Work Day:

- A. Eight (8) or Ten (10) Hour Shifts: When an employee on an eight (8) or ten (10) hour shift is required to work on any Company observed holiday, the employee will be paid at the rate of time and one-half (1-1/2) his/her rate of pay for the hours worked. In addition, the employee will receive eight (8) hours or ten (10) hours for the five-eight (5/8) or four-ten (4/10) schedule respectively of Holiday pay at the straight-time rate.
- B. Twenty-four (24) & Fifty-six (56) Hour Tours: When the holiday falls within the employee's scheduled twenty-four (24) or fifty-six (56) hour tour of duty and the employee works their scheduled tour, the employee shall be paid at one and one half (1-1/2) times the straight-time hourly rate, plus sixteen (16) hours of Holiday pay at the employee's straight-time hourly rate.

SECTION 6. Scheduled Day off: If the holiday falls on the employee's scheduled day off, the employee shall be paid eight (8) or ten (10) hours for the five-eight (5/8) or four-ten (4/10) schedule, respectively, at the straight-time hourly rate. Employee's assigned to a twenty-four (24), or fifty-six (56), hour tour shall be paid eight (8) hours at the straight-time hourly rate.

ARTICLE 20
PAID TIME OFF (PTO)

SECTION 1. Employees covered by this Agreement shall accrue Paid Time Off (PTO) for each month the employee is in pay status for at least half the workdays in each month. The accrual rate shall be based on years of employment (accredited service), as identified in Section 2.

PTO may be used for vacation, sick leave, personal reasons, etc. With the exception of illness and emergency situations, leave requests and the use of PTO must be scheduled forty-eight (48) hours in advance and subject to department policy for requesting and scheduling of PTO. Documentation may be required for illnesses or extenuating emergency situations if a pattern of poor attendance has been documented concerning the employee. If the employee is unable to provide documentation, the absence may be considered unexcused.

SECTION 2. PTO ACCRUAL RATES

<u>Years of Service</u>	<u>Annual Accrual</u> <u>Rate per Year</u>	<u>Maximum accrual/carryover by shift</u>		
		<u>(56 hr Tour)</u>	<u>(40 hr Week)</u>	<u>(24 hr Tour)</u>
0 to 1 year	3 weeks	216 hours	120 hours	240 hours
1 to 10 years	4 weeks	1132 hours	640 hours	1200 hours
10+ more years	5 weeks	1440 hours	800 hours	1500 hours

SECTION 3. No more than the maximum accrual hours in Section 2 of unused PTO hours may be carried over from one (1) calendar year to the next. Unused PTO hours in excess of the maximum accrual allowed which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.

SECTION 4. All PTO leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

On a twenty-four (24) or fifty-six (56) hour shift PTO shall be used and paid at a rate equivalent to whatever part of the shift is missed. PTO hours used during a portion of an employee's assigned shift shall be charged at the equivalent pay rate to ensure that the straight-time hour equivalents are met.

SECTION 5. Employees who transfer between the eight (8) or ten (10) hour shift, or twenty-four (24) or fifty-six (56) hour tours will have their PTO accrual rates adjusted in proportion to the wage rate at which the vacation accrual will be made from the date of transfer.

SECTION 6. PTO leave shall not be counted as time worked for the purpose of computing overtime for employees assigned to a five-eight (5/8) or four-ten (4/10) shift.

SECTION 7. Employees will not accrue PTO while in any unpaid employment status.

SECTION 8. Any employee terminated for any reason shall receive pay for any accrued PTO credits through the day of termination.

SECTION 9. Employees hired prior to December 27, 1998, with accrued Reinstatable Sick Leave (RSL) may use RSL for the following reasons:

- A. *An employee is hospitalized.* The Employee is eligible for RSL on the

first day of absence if the absence involves hospitalization of the employee.

- B. *An employee receives outpatient surgery.* The employee is eligible for RSL on the first day of absence if the absence is related to outpatient surgery.
- C. *An employee is absent from work due to personal illness or accident.* The employee is eligible for RSL on the eighth (8th) consecutive calendar day of absence if a Doctor has directed the employee not to be at work.

Employees will be required to provide adequate documentation from their Doctor specifically stating the employee was unable or directed not to come to work. The documentation must show the specific dates the employee was directed not to work. This documentation is to be provided prior to the payment for RSL hours.

SECTION 10. Employees shall be allowed to sell back PTO annually. In order to sell back PTO, employees must have a sufficient amount of PTO accrued so that after the sell back, they still have at least three (3) weeks of accrued PTO remaining. Such sell back is only permitted at the end of the fiscal year, except in the case of a bona fide hardship. This request must be submitted 30 days before the end of the fiscal year. In the event of a bona fide hardship, employees may sell back PTO at any time with the approval of Management / Labor Relations.

ARTICLE 21

ATTENDANCE

It shall be the Fire Inspector's and Fire prevention Technician's responsibility to contact the Fire Marshall when they will not be in attendance for all or part of their assigned shift. If the primary contact is not available, please contact the next available in the chain of command.

It shall be the Fire Dispatcher's responsibility to contact the OCC Duty Manager when they will not be in attendance for all or part of their assigned shift. If the primary contact is not available, please contact the next available in the chain of command.

It shall be the Firefighter's responsibility to contact the on-duty Assistant Chief when they will not be in attendance for all or part of their assigned shift. If

the primary contact is not available, please contact the next available in the chain of command.

ABSENCES

Unexcused Absences

- A. When an employee does not report for work and the absence was not scheduled, excused or approved.
- B. When an employee is a "No Show / No Call" (does not show up for work or call) within two (2) hours of the scheduled start time of the shift.
- C. Two (2) unexcused tardies, late starts, and early quits will be considered as one (1) absence and treated the same.

NOTE: A specific absence which continues for more than one (1) consecutive day will be considered as a single absence.

Excused and Approved Absences

- A. Pre-Approved Time-Off
- B. Vacations (pre-approved)
- C. Funeral/Bereavement Leave
- D. Jury Duty (documentation required)
- E. Leaves of Absence (pre-approved / company imposed)
- F. Court Summons (documentation required)
- G. Family/Medical Leave (FMLA)
- H. Union Meetings (pre-scheduled)
- I. Illness
- J. Approved tardies, late starts and early quits
- K. Extenuating Non-Reoccurring Emergencies (documentation required)
- L. Required training

ARTICLE 22
MILITARY LEAVE

Employees who are members of the military will be entitled to Military Training, Active Duty Training, and Active Military Duty leave in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Evidence of orders and amount of military pay is required in support of Military leave payment.

ARTICLE 23
FUNERAL LEAVE

SECTION 1. When a death occurs in the immediate family of an employee, he/she shall be entitled to a bereavement leave with pay as defined below. Additional leave approved by Management necessary for this purpose shall be either deducted from the employees PTO bank or as Leave Without Pay (LWOP) at the employee's option.

Funeral leave begins on the first day of work that an employee misses and continues through seven (7) consecutive calendar days.

SECTION 2. Immediate family is defined as current spouse, or registered domestic partner, sister, brother, daughter, son, mother, father, current mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's or registered domestic partner's grandparents, grandchildren, spouse's or registered domestic partner's grandchildren, significant other, stepparents, stepchildren, foster child, and foster sibling. For bereavement leave, this definition is not limited to an employee's natural or legal immediate family, and in the absence of a natural or legal relationship includes those persons considered by family, friends, and the community to bear such a relationship to the employee, including a legal guardian.

SECTION 3. The Company may require proof of death and relationship.

ARTICLE 24

COURT DUTY

SECTION 1. An employee who is called to be selected or to serve on a jury impaneled by a civil authority or who has been subpoenaed to testify as a witness in legal proceedings, to which the employee is not a party, shall be granted time off with pay.

SECTION 2. The employee shall be paid the difference between the jury/witness fee received and his/her regular work shift pay, for regularly scheduled workdays only. The employee shall remit any compensation received by the employee for the performance of court duty, excluding travel allowances, to NSTec. The employee shall be required to furnish satisfactory evidence of attendance at court.

SECTION 3. Payment for jury/court service shall be limited to a maximum of thirty (30) days in a twelve (12) month period.

SECTION 4. The provisions of this Article shall not apply to any jury summons/subpoena received by an employee ten (10) working days prior to his/her date of hire.

SECTION 5. When five (5) or more hours remain on the employees shift/tour, on the day the employee is not selected for, or completes jury duty, the employee shall be expected to report to work.

ARTICLE 25

PHYSICAL EXAMINATIONS

SECTION 1. All employees covered by this Agreement shall be required to take an annual physical examination within ninety (90) days of their annual hire date. If an employee refuses to take the examination he/she shall be relieved of duty without pay until the examination is taken. If the employee is unable to take the examination because he/she is using PTO, FMLA, or workers' compensation benefits then the exam must be taken within sixty (60) days of return to duty.

SECTION 2. The physical examinations will meet the requirements set forth in National Fire Protection Association (NFPA) Standards and Nevada Administrative Code (NAC) Chapter 617 "Occupational Diseases", and Nevada Revised Statute (NRS) Chapter 617 "Occupational Disease" as it relates to

physical fitness.

SECTION 3. All testing to determine fitness for duty will be scheduled and paid for by the Company. Employees will be compensated at the appropriate rate of pay for all time associated with the examination.

SECTION 4. Any report resulting from any examination shall be made available to the employee upon written request by said employee.

SECTION 5. It is not the intent of the Company to use results of any of the above physical examinations against the employee involved unless the results show that the continuation on the job by said employee would be detrimental to himself/herself or hazardous to other persons. In the event a dispute arises between the parties over the Company's use of the results of a physical examination against an employee or applicant pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedure set forth in Article 27.

SECTION 6. The Company agrees that every reasonable effort will be expended to place a disabled employee in a position which such employee can safely perform.

SECTION 7. ANNUAL PHYSICAL EXAM:

- a. As part of the pre-employment physical examination, Firefighters shall have the option of a Graded Treadmill Exercise Test (GXT) OR a Computed Tomography Angiography (CTA) test.
- b. As part of the annual physical examination, Firefighters will have either a GXT every year OR a CTA test once every four (4) years.
- c. Each employee has the right to decide which cardiac test to have performed. Employees may change from GXT to CTA on the next anniversary date of their physical exam. Employees can change from the CTA to GXT only with permission from the Occupational Medicine Department Medical Director.
- d. All Firefighters will receive benefits and presumptions granted to Firefighters under Nevada Revised Statutes, Compensation for disability and death, currently NRS 617.453 through NRS 617.459, such that any claims related to cancer, heart disease, or lung disease shall be presumed to conclusively have arisen out of and in the course of the employment with NSTec, its predecessors, or future employers of

Firefighters of the NNSS.

SECTION 8. The dispatchers are exempt from annual physicals.

*See limited duty provisions MOU at the end of the PLA.

ARTICLE 26

INTERPRETATIONS COMMITTEE

It is agreed and understood between NSTec and Teamsters, Local Union No. 631 that an Interpretations Committee shall be established as an integral part of this Agreement.

The Interpretations Committee shall be a cooperative Labor-Management Committee composed of representatives or designees appointed by NSTec and representatives or designees appointed by the Union. The Union and NSTec shall each designate a co-chairperson for the committee.

Whenever possible, the representatives appointed to this committee must have participated in negotiating this Project Labor Agreement.

The responsibility of the Interpretations Committee shall be to address and document the meaning, intent, and purpose of the Project Labor Agreement contract language contained herein in a fair and consistent manner.

In the event a dispute arises over the meaning, intent, or purpose of the contract language, the parties' signatory to this Agreement may request an interpretation be rendered by this committee. The rules and procedures governing the Interpretations Committee shall be established by the committee representatives and once established, shall become a part of this Agreement, by this reference.

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance shall be defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement, filed by an authorized Union Representative on behalf of the Union or an employee covered by this Agreement, alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other Articles of this

Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above.

NOTE: It is the intent of the parties to resolve grievances at the earliest step of this grievance procedure and to utilize the Federal Mediation Conciliation Services (FMCS) whenever possible to minimize the need and expense of arbitration.

SECTION 2. All grievances shall be handled in the following manner:

Step 1. All grievances must be filed within fourteen (14) calendar days after the grievance first arises. Grievances shall be referred to the appropriate Union Steward, Business Manager or his/her authorized Union representative and to the Company's representative and the responsible Labor Relations Representative. If the grievance is not resolved within seven (7) calendar days, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has allegedly been violated, the facts surrounding the issue and the remedy sought and referred to Step 2 of the grievance procedure.

Step 2. The written grievance must be submitted within seven (7) calendar days after the conclusion of Step 1. The grievance shall be referred for resolution by the appropriate Business Manager or his/her authorized representative to the Company's Labor Relations Manager. A written response stating either the resolution and the reason(s) for same or the reason(s) for rejection will be required within seven (7) calendar days after receipt of the grievance in Step 2.

If a resolution is not reached in Step 2, the Grievance may, by mutual agreement between the Union and the Company, be submitted to Step 3 within seven (7) calendar days after receipt of the written response from Step 2. Otherwise the grievance shall be advanced to Step 4.

Step 3. Upon mutual agreement by both parties, the FMCS may be asked to mediate the issue. If a resolution is not reached, then Step 4 of the grievance and arbitration procedure will be followed.

Step 4. If a grievance is not resolved at the conclusion of Step 2 or Step 3, the Union may request arbitration within twenty-one (21) calendar days by delivering a written notice to the Company of its intent to arbitrate the dispute. Within seven (7) calendar days after receipt of the notice to arbitrate, the Union will request from the FMCS a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Company striking one (1) name each from the list, in turn, until only one (1) name remains. This remaining individual shall be the Arbitrator of the grievance.

A. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all the parties to this Agreement. Nothing contained in this Agreement or any part thereof shall affect or apply to the Union in any action it may take against the Company for failure to comply with any legally enforceable decision reached through arbitration.

The arbitrator shall not have any authority to modify, amend, alter, add to, or subtract from any provisions of this Agreement.

B. Upon availability of the FMCS Expedited Arbitration Procedure, the parties may agree to utilize, with mutual consent, the Expedited Arbitration process, on a case-by-case basis.

C. The expense of arbitration, including the cost of the arbitrator, and all necessary expenses for the hearing of the case, shall be borne equally by the Company and Union or Unions involved.

SECTION 3. A grievance shall be considered null and void if not filed by the Union in accordance with the time limitations set forth above, unless the parties involved mutually agree, in writing, to extend the prescribed time limitations. Except for the above referenced, mutually agreed to extension of time limitations, the arbitrator shall not have the authority to excuse a failure of either party to comply with the time limitations set forth above regardless of the reason given for such failure.

ARTICLE 28

TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the 1st day of October, 2012, and shall remain effective thru September 30, 2017, and shall continue from year to year thereafter unless the Company or the Union shall give written notice to the other of a desire to change, amend, modify, or terminate this Agreement at least sixty (60) days prior to September 30, 2017 or September 30, of any succeeding year.

SECTION 2. This Agreement may be reopened October 1, 2015, by either party for the purpose of renegotiating the straight-time hourly rate of pay for employees covered under this Agreement, if the Company or the Union gives written notice to the other at least sixty (60) days prior to October 1, 2015, of a desire to renegotiate as to the limited subject matter set forth above. If such notice is not given, the straight-time hourly rate shall continue year to year thereafter unless such notice is given at least sixty (60) days prior to October 1 of any subsequent year.

SECTION 3. If notice is given in accordance with the above provisions, all terms and conditions of this Agreement shall remain in full force and effect during said negotiations. In the event the parties hereto are unable to reach an agreement, effective October 1, 2017, the provisions of Section 1 and 2 of the No Strikes Or Lockouts Article, shall be suspended solely as to such dispute regarding the negotiation referred to above. All other provisions of this Agreement shall continue in full force and effect.

APPENDIX A

ARTICLE 1 PHYSICAL FITNESS REQUIREMENTS

SECTION 1. The Employer and the Union recognize that the Employer and its employees are bound by and must meet minimum requirements prescribed by the United States Department of Energy (U.S. DOE) and NNSA and the Employer such as those established in standards as it relates to physical fitness. Accordingly, the Union acknowledges the Employer has the absolute right to assess and determine an employee's physical fitness and ability to perform the job. The Employer agrees that application of these requirements will be accomplished in a fair and equitable manner.

SECTION 2. If, during the term of this Agreement, the physical fitness requirements for NNSA Firefighters are revised by the DOE, NNSA/NV, and the Employer so as to impose more stringent or demanding requirements for employees, the Employer will notify the Union of the revisions prior to their implementation.

SECTION 3. The Employer may have any employee in a position or a person applying for a position subject to this Agreement submit to physical fitness testing in order to ascertain that the individual meets the minimum physical fitness requirements.

SECTION 4. The Employer agrees to pay an employee for time spent in physical fitness testing.

SECTION 5. Any report resulting from physical fitness testing specified above shall be made available to the employee upon request.

SECTION 6. An employee who does not meet minimum physical fitness requirements may be taken off active duty status. During such off-duty status the employee may, at his option, use accrued annual leave or leave without pay. If an employee still is unable to meet physical fitness requirements as referenced above one year from the date of his initial failure to do so, he will be released from employment.

SECTION 7. There is an established Wellness Fitness Initiative (WFI) Peer Fitness Evaluation program to assist employees to maintain fitness.

ARTICLE 2

CERTIFICATION AND TRAINING

SECTION 1. The Employer and the Union recognize the Employer and its employees are bound by and must meet minimum requirements prescribed by the DOE, NNSA/NV, State, and Federal standards for education, training, and certifications.

All training not given by the Employer or the DOE onsite, must be approved by the DOE National Training Center. Only training given in the continental United States will be authorized and the employee must follow the U.S. Government applicable guidelines. Therefore, an employee requesting to attend off-site education certification, training or conferences in the continental United States, must fill out a request form and submit it to management in a timely manner.

Accordingly, the Union acknowledges the Employer has the absolute right to establish such certification and training requirements and to assess and determine an employee's ability to meet those standards and perform the job.

SECTION 2. All employees must participate in and satisfactorily complete formalized training programs which comply with all applicable DOE, NNSA/NV, State, and Federal regulations. This training, examination, and certification will be subject to periodic review, alterations, or update, in conformance with changing operational needs and regulatory requirements. Modifications made to the training, examination, and certification programs shall be at the discretion of management. The Union will be notified of any significant change to the certification program. If a dispute arises due to such a change, the parties shall meet and confer in an attempt to resolve the conflict.

SECTION 3. The intent of this Article and related certification and training requirements is to demonstrate the capabilities and professionalism of the employees covered by this Agreement. Application and administration of training, testing, and certification programs will be accomplished in a fair and equitable manner.

SECTION 4. Examiners who participate in written, practical, and oral testing in administration of the certification and training program will be subject matter experts or independent professionals of rank equal to or above the rank being examined.

SECTION 5. CONTINUING EDUCATION REIMBURSEMENT: The Employer will provide Continuing Education Reimbursement in the amount of \$800 for fiscal

year 2013, \$1000 for fiscal year 2014, \$1300 for fiscal years 2015, 2016, and 2017 for attending conferences, college, training courses, etc. No more than \$500 of this reimbursement may be used for the purchase of books, DVDs, and manuals. Furthermore, an employee may request additional funds for educational or certification training from management with the understanding that management will review the request on a case-by-case basis. This will apply to all employees covered by this Agreement, who are not in probationary status. This allowance will not be paid to employees if not used during the fiscal year and will not carry over from year to year.

SECTION 6. To be reimbursed the following requirements must be met:

- A. The Employee must obtain Advance Approval by the Fire Chief or designee prior to attending a class/course or obtaining books/material.
- B. The class/course/books/materials must be directly related to the employee's job duties.
- C. The Employee must attend the class/course on his/her own time.
- D. The Employee must submit a certificate of attendance to the class/course for review.
- E. The Employee must submit receipts for reimbursement of all expenditures associated with attending the class/course.
- F. The Employee may not use company assets (credit cards, secretary, etc.) to schedule a class, travel, or to purchase materials when the class is one the employee has requested.
- G. Employees attending educational or certification training farther than a sixty-five (65) mile radius from their residence will be allowed to submit reimbursable expenses.

Upon meeting the above requirements, the employer shall reimburse the employee for approved, applicable costs associated with attending the class/course, or materials purchased, within a reasonable period of time from submittal of expense receipts by the employee.

For the purposes of Section 5 and 6 above, the fiscal year shall be based on the company's specific fiscal year commencement and closing dates for purchases.

ARTICLE 3

WORKING CONDITIONS

SECTION 1. An employee assigned to work in a higher classification shall receive pay for the higher classification for actual hours worked or for the entire tour of duty if more than half the tour of duty is worked in the higher classification, provided the duties of the higher classification are performed.

SECTION 2. An employee who is required to be in an on-call status on his/her regularly scheduled day off shall be compensated for a minimum of two (2) hours or actual hours (whichever is greater), while in on-call status, at the straight-time rate of pay.

SECTION 3. Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.

SECTION 4. Employees who are called on their regular scheduled day off by the Fire Chief or designee to provide technical advice shall be paid a minimum of two (2) hours at the straight-time rate of pay.

SECTION 5. The right of the Employer to make and enforce reasonable rules and regulations for the purpose of maintaining order, safety, and efficiency is recognized by the Union, provided the same are not inconsistent with the provisions of this Agreement.

SECTION 6. Employees shall be provided adequate training, safe equipment, and safe conditions to perform their duties, with the understanding that there are inherent hazards associated with fire fighting duties.

SECTION 7. Whenever the Fire Department is required to supply standby fire protection where a fire truck and/or other fire fighting equipment is required, there will be a minimum of one (1) Engineer and one (1) Firefighter.

SECTION 8. The company agrees to comply with NRS 617.220 which affords employees who are not Combat Firefighters full coverage under NRS 617 "Occupational Diseases."

ARTICLE 4

PROMOTIONS

SECTION 1. The Career Enhancement and Advancement Process committee will establish prerequisite testing criteria for each Classification covered by this Agreement. Employees seeking promotion to the classifications of Engineer, Lieutenant, and the Fire Trainer will be selected by the criteria set forth in the Career Enhancement and Advancement Process.

SECTION 2. Promotion to the classifications of Captain and Assistant Fire Chief (AFC) shall be entirely within the prerogative and discretion of the Employer. Promotions shall be considered as probationary for a period of ninety (90) calendar days on the job. No other sections of this Article shall apply to the position of Captain and AFC.

SECTION 3. Assignment to the positions of Fire Inspector will be based on qualifications for the positions and at the sole discretion of the Employer. Promotion from Fire Inspector to Senior Fire Inspector will be at the sole discretion of the Employer. An employee in the classification of Fire Inspector shall not be eligible to promote out of the position until after holding the position for at least three (3) years, or until such time the Fire Inspector position no longer exists.

SECTION 4. Assignment to the positions of Fire Prevention Technician will continue to be based on qualifications for the positions and at the sole discretion of the Employer. Promotion from Fire Prevention Technician I to Fire Prevention Technician II will be at the sole discretion of the Employer.

SECTION 5. Promotions shall be considered as probationary for a period of ninety (90) calendar days on the job.

SECTION 6. Temporary Acting Promotions:

- A. Temporary acting promotions of thirty (30) days or less will be made at the discretion of management.
- B. Temporary acting promotions of thirty (30) to sixty (60) days' duration will be offered to the senior qualified employee of the platoon wherein the temporary vacancy occurs.
- C. Temporary acting promotions longer than sixty (60) days will be offered to the senior qualified employee of the Fire Department.
- D. An employee acting in a temporary position shall be reclassified

after no more than ninety (90) calendar days in such position.

SECTION 7. Permanent Promotions:

- A. A permanent vacancy is defined as a position that is vacant due to an employee permanently leaving that position (due to promotion, resignation, or discharge).
- B. Within thirty (30) days of a permanent vacancy, employees shall be notified of the promotional opportunity, and procedures for a promotion will be initiated in accordance with Career Enhancement and Advancement Process.

SECTION 8. The Company agrees to assist employees through the Career Enhancement and Advancement Process.

ARTICLE 5 **SENIORITY**

SECTION 1. The seniority status of each employee is based on the total length of service as a regular employee in the Employers Fire Department; a regular employee is one who has completed his probationary period as defined below.

SECTION 2. Transfers from job to job, rank to rank, and area to area within the Department have no effect on the employee's seniority standing.

SECTION 3. A senior employee whose job has been discontinued can exercise his seniority to displace an employee with lesser seniority in the same or a lower classification on any job for which the senior employee qualifies.

SECTION 4. New employees shall be considered as probationary employees for the first one hundred eighty (180) days from the date of employment with NNS F&R. Probationary employees shall not be placed on the seniority list and shall not be considered as accruing any seniority during their probationary period. When an employee completes his probationary status, his seniority shall accrue on the first day the employee was in pay status. Pay status includes paid processing time. If two (2) regular employees enter pay status on the same date, their relative seniority will be determined by the time they begin their pre-employment processing as determined by the records of the Employer's Labor Relations Department.

SECTION 5. Probationary employees are on trial to demonstrate their qualifications on the job. If an employee in probationary status is found unsuitable for any reason and is terminated, such action by the Employer shall not be subject to the Grievance and Arbitration Procedure.

SECTION 6. Any employee who is discharged or voluntarily quits shall lose all seniority rights as of the day of his termination.

SECTION 7. Employees who are reduced in force due to lack of work, if not rehired within one (1) year, shall lose their seniority.

SECTION 8. Seniority shall not be accumulated for approved leaves of absences without pay in excess of ninety (90) days in a twelve (12) month period.

SECTION 9. Absence due to sickness or injury which does not exceed one (1) year shall not result in loss of seniority. In the case of absence for sickness or injury which does not exceed the time periods set forth above, seniority shall accrue during the period of such sickness or injury.

SECTION 10. For the purposes of this Article, the following areas shall be considered as separate seniority units:

Firefighters

Fire Inspectors

Fire Dispatchers

ARTICLE 6

CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT FEES

SECTION 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by the employee for his monthly Union dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due him on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be

made from that employee's earnings on the first pay period of the succeeding month in which his earnings are sufficient to cover such dues owed by such employee.

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, containing the names of employees and the amount deducted from each employee's earnings.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Union of that employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local by-laws and constitution.

SECTION 10. The Employer agrees to withhold on a once-a-month basis from employees who have signed a proper authorization card, a donation made out to DRIVE which is to be submitted to Teamsters, Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each employee in whose behalf a deduction is made. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 7

CLASSIFICATIONS AND WAGE RATES

SECTION 1. It is understood and agreed that should operational requirements, staffing levels or NFPA standards change, the Employer and Union will meet to discuss creating additional classifications, to include, but not be limited to the position of Lieutenant.

SECTION 2. FIRE SERVICE INSTRUCTOR: Assignment to the position of Fire Service Instructor will be based on qualifications, teaching ability and at the sole discretion of the employer. These employees will be assigned to Station 1.

SECTION 3. HAZMAT RESPONSE TEAM: A Hazardous Material Response Team (HAZMAT) has been established between NSTec, Firefighters Local 631, and Paramedics Local R14-98.

The minimum number of personnel required to respond to a hazardous material rescue will be in accordance with the NFPA requirements. The Incident Commander will have complete authority for decisions related to having the minimum number of personnel required to safely respond, rescue, and mitigate a hazardous material scene.

The company will support the Hazardous Material Response Team by

providing the necessary training and equipment. The company will determine the training and qualification requirements and the assignment of personnel to the Hazardous Material Response Team according to NFPA & CFR requirements.

The company will have the right to supplement the Hazardous Material Response Team with trained personnel from outside the Firefighters and Paramedics. The company recognizes the Firefighters and Paramedics have the primary responsibilities for hazardous material emergency response and whenever practical the Firefighters and Paramedics will be first called to respond.

Firefighters and Paramedics assigned to and meeting the qualifications required for the Hazardous Material Response Team will be reclassified accordingly.

SECTION 4. EMT's: Each covered employee who qualifies for and obtains Emergency Medical Technician (EMT) certification will be reclassified accordingly.

Each covered employee who qualifies for and obtains Emergency Medical Technician - Intermediate (EMT-I) certification will be reclassified accordingly.

Any employee who does not maintain certification will revert to the appropriate base rate of his or her classification at the time the certification is lost.

SECTION 5. FIRE INSPECTOR: The following are the general responsibilities and duties of the Fire Inspector:

- A. Plans, coordinates, and documents facility fire inspections for Life Safety Code compliance.
- B. Determines fire detection/suppression system operability.
- C. Determines fire extinguisher requirements and operability.
- D. Evaluates flammable/combustible liquids and hazardous materials storage and evaluates fire prevention practices.
- E. Reviews and analyzes fire protection system test data as performed by company organizations.
- F. Document, initiate, and track corrective actions as identified during

the performance of these duties.

- G. Provide timely, cost effective, and innovative solutions to facility owners regarding complex fire protection issues.
- H. Perform plan examinations for new construction, modifications, and renovations to existing projects and facilities to ensure compliance with established design criteria.
- I. Develop, plan, coordinate, conduct, and document pre-fire incident plans.
- J. Advise management in determining compensatory measures during fire protection system impairments.
- K. Serve as part of the command staff including deployment to Incident Command Post for extended emergencies.
- L. Set-up and operate equipment (camera, VHS recorder, fax machine, computes, awning).
- M. Aide in maintaining situation and resource status displays necessary for incident control and mitigation.
- N. Collect, evaluate, and disseminate scene information to the Incident Commander.
- O. Other duties as assigned by management.

If qualified, Fire Inspectors may be requested by Chief Officers to assist the Firefighters with operations such as offloading and/or retrieving suppression equipment and supplies, advancing hose line, and other suppression duties as directed by the senior fire officer on scene. The Company and Union agree that the intent of this is not to take work from Combat Ready Firefighters at the NNSS. The intent is to increase the safety of all responders, to provide for a better use of resources at emergency scenes and to assist the Firefighters with operation such as offloading and or retrieving suppression equipment and supplies, advancing hose line, and other suppression duties as directed by the senior fire officer on scene.

SECTION 6. SENIOR FIRE INSPECTOR: Duties to include those listed for a Fire Inspector and these additional duties and certifications:

- A. Plan, coordinate, and conduct Management Self-Assessments in accordance with established Company Directives.
- B. Establish minimum fire protection design criteria documentation for NSTec Engineering Department and NSTec Procurement.
- C. Develop fire protection equivalency/exemption requests as directed by the Fire Marshal.
- D. Coordinate and develop firefighting strategies for special projects such as P-300, CTOS, DTRA, and DOD organizations.
- E. Represent the Fire Marshal during his absence at Engineering Department design review meetings.
- F. Serve as an alternate Beneficial Occupancy Inspector - Subject Matter Expert.

Certifications:

- A. Senior Fire Inspector should also possess a State of Nevada Fire Service Instructor Certificate

SECTION 7. TECHNICAL RESCUE TEAM: A Technical Rescue Team is established between NSTec, Firefighters Local 631, and Paramedics Local R14-98.

Firefighters meeting the qualifications required for the Technical Rescue Team will receive an hourly premium based on the number of components of the Technical Rescue training they have completed and obtain certification in as follows:

	<u>56 Hour Tour</u>	<u>40 Hour Tour</u>	<u>24 Hour Tour</u>
2 to 3 components:	\$0.25 per hour	\$0.45 per hour	\$0.60 per hour
4 to 5 components:	\$0.50 per hour	\$0.90 per hour	\$1.20 per hour
6 or more:	\$0.75 per hour	\$1.35 per hour	\$1.80 per hour

ARTICLE 8

HEALTH AND WELFARE, DENTAL, AND VISION

SECTION 1. Effective October 1, 2012, the Employer shall pay a monthly contribution of four hundred and twenty-five dollars (\$425.00) per month for each eligible employee covered by this Agreement to the Teamsters, Local Union No. 631 Security Fund. An eligible employee is an employee who has worked or been paid one hundred eighty (180) hours (for employees assigned to a 24 hour tour), one hundred twelve (112) hours (for employees assigned to a 56 hour tour) or eighty (80) hours (for employees assigned to a 4/10 or 5/8 shift), or more, during a calendar month.

SECTION 2. The Employer shall pay a hourly contribution of two dollars and forty-five cents (\$2.45) per hour on behalf of employees who have worked or been paid less than one hundred eighty (180) hours (for employees assigned to a 24 hour tour), one hundred twelve (112) hours (for employees assigned to a 56 hour tour, or eighty (80) hours (for employees assigned to a 4/10 or 5/8 Shift) during a calendar month.

SECTION 3. Effective October 1, 2012, the Employee shall pay a monthly contribution of two hundred and fifty-six dollars and sixty-six cents (\$256.66) per month to the Teamsters, Local Union No. 631 security Fund. The Employee shall pay a hourly contribution of one dollar and forty-nine cents (\$1.49) per hour when they have worked or been paid less than one hundred eighty (180) hours (for employees assigned to a 24 hour tour), one hundred twelve (112) hours (for employees assigned to a 56 hour tour, or eighty (80) hours (for employees assigned to a 4/10 or 5/8 shift) during a calendar month.

SECTION 4. Any additional monies that may be necessary to maintain the level of the Health and Welfare plan over and above the agreed to contribution on the part of the employer, shall be borne by the employee, by means of payroll deduction, pre-tax, collected by the Employer and forwarded to the Trust as may be required. The existence of payroll deductions does not excuse the employer from its liability to the Trust for the full amount of each month's contribution.

ARTICLE 9

PENSION

SECTION 1. Effective October 1, 2012, the Employer shall pay an hourly contribution for all hours worked or paid for employees covered by this Agreement to the Western Conference of Teamsters Pension Plan.

SECTION 2. Any future increase to the Western Conference of Teamster Pension Plan shall be made from reallocation from wages.

ARTICLE 10
MONETARY INCREASES

The following package increases will become effective on the future dates specified:

October 1, 2012 - 1.25%

October 1, 2013 - 1.5%

October 1, 2014 - 1.5%

The Union shall have the option of distributing the above package increases among the straight-time hourly wage rate, or legally established Fringe Benefit/Contribution Funds. It is understood, however, that the Union will notify NSTec at least forty-five (45) days in advance of the effective date of the increase of the manner in which that increase is to be distributed.

The wage rates effective October 1, 2012, shall remain in effect until the 1st day of October, 2015, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2015.

In the event notice of a desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and Agreement on a new wage rate is not consummated on or before October 1, 2015, Section 1 and Section 2 of the No Strikes Or Lockouts Article, will be suspended solely as to such wage dispute and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 11
REALLOCATION OF BENEFITS

Reallocation of benefit packages shall be reallocated from the total wage package and the union shall notify the Company in writing of the change including the amount of the reallocation and from which fund(s) the amount shall be reallocated.

APPENDIX B

ARTICLE 1 FIRE DISPATCH

SECTION 1. The Fire Dispatchers will be managed by the Emergency Operations Department Management.

SECTION 2. All Fire Dispatchers must meet the qualifications for, and obtain, a Q clearance. Filling of vacant positions will be in accordance with the current Memorandum of Understanding (MOU) between the Teamsters Union, The Paramedics Union and the Company; however, the Company will have the right to interview applicants to insure they qualify for a "Q" clearance.

SECTION 3. For the purposes of this Article, the Fire Dispatchers shall be considered as a separate seniority unit. The seniority of each employee solely has relation to other Fire Dispatchers within the Bargaining Units. An employee may be transferred from one (1) Seniority unit to another in accordance with the bidding procedures in the applicable collective Bargaining Unit. If the employee is transferred in accordance with this provision, he/she will go to the bottom of the seniority list of the unit into which they are transferred. For the purposes of vacation, however, the latest date of hire will be the date of record.

SECTION 4. FIRE DISPATCHER: The Fire Dispatcher is directly responsible for all dispatch and communications functions for the NNSS F&R Department. The Fire Dispatcher answers directly to the NNSS Emergency Operation Department Management.

General Duties and Responsibilities

- A. Responsibilities as indicated in the "Scope of Work".
- B. Works in cooperation with other members of the Operations Coordination Center (OCC).
- C. Gather and disseminate information pertaining to both emergency and non-emergency requests for service.
- D. Initiates department reports for F&R responses both on and off the NNSS.
- E. Works in cooperation with the NSTec Sprinkler Fitters and alarm technicians during routine testing of site-wide systems.

- F. Ensures open communication with F&R Fire Chief, Deputy Chiefs, Battalion and Assistant Chiefs to facilitate appropriate flow of information and enable cooperative departmental responses.
- G. Maintain familiarity and compliance with the current NSTec Policies and Procedures Checklist, Organization Procedures, Company Directives (CD's), Craft Employee Work Rules, and the Project Labor Agreement.
- H. Entering personal payroll information.

PRE-REQUISITE (MINIMUM QUALIFICATIONS):

- A. Employees must have previously held or currently hold and maintain a valid Emergency Medical Dispatch (EMD) certification.
- B. Minimum two (2) years prior dispatch experience.
- C. Be able to successfully complete required training program.

LEAD FIRE DISPATCHER: The Lead Fire Dispatcher has oversight of all Fire Dispatchers as defined under General Duties and Responsibilities as well as being directly responsible for all dispatch and communications functions for the NNSS F&R Department. The Lead Fire Dispatcher answers directly to the Manager of the NNSS OCC.

General Duties and Responsibilities

Same as Fire Dispatcher with the following additions:

- A. Responsible for maintaining the OCC dispatcher duty schedule
- B. Participates in new hire interviews
- C. Responsible for oversight of dispatch team members training and day-to-day operations
- D. Responsible for tracking milestones, deliverables, and training assigned by the Emergency Operations Department Management.

PRE-REQUISITE (MINIMUM QUALIFICATIONS):

- A. Employees must hold and maintain a valid Emergency Medical Dispatch (EMD) certification.

- B. Minimum two (2) years prior dispatch experience.
- C. Be able to successfully complete required field training program.
- D. The Lead Fire Dispatcher will receive one dollar (\$1.00) above the Fire Dispatcher rate.

SECTION 5. Fire Dispatchers, at the request of the OCC staff, may cover restroom/ personal breaks during peak activities during a reasonable amount of time as long as it does not interfere with regular duties. The OCC Staff, if appropriately trained and credentialed, at the request of the fire dispatchers, can cover restroom/ personal breaks and in areas where there is a need, during peak activities for a reasonable amount of time.

Whereas cooperation exists between the fire dispatchers and OCC staff, it is understood that the general duties and responsibilities for fire dispatchers is protected work. There is no intent to replace bargaining unit employees with non-bargaining unit employees.

There will be three (3) areas of training. These areas consist of: Routine Aviation Operations, Routine Operations, and General Overview. Each training segment will last two (2) to three (3) weeks. The following premiums will be paid upon completion of each component:

<u>Components</u>	<u>Rate Per Hour</u>
Routine Aviation Operations	\$.25
Routine Operations	\$.25
General Overview	\$.25
Upon Completion of all three (3) components	\$.25 for a total of \$1.00

SECTION 6. Due to the fact that there are no accommodating bus schedules, the Fire Dispatchers from the Greater Las Vegas area will be provided transportation, except for the individual working the four-ten (4/10) schedule. Transportation will not be provided for the four-ten (4/10) individual because there are accommodating bus schedules. This individual will purchase his/her own bus tickets. The provided transportation will be coordinated with the Duty Manager that is working the same shift. If for any reason the company

does not have transportation available (i.e. car breaking down), and the Fire Dispatchers drive their personal vehicles to the NNS, the Fire Dispatchers will receive a mileage reimbursement of thirty-five dollars (\$35.00) per incident. No more than one (1) employee shall be eligible to receive mileage reimbursement per personal vehicle. It is not the intent of the Company to eliminate the Company provided vehicle.

This provision does not apply to anyone commuting from outside the Greater Las Vegas area (i.e. Pahrump).

SECTION 7. In order to best serve the interest of the DOE, NNSA/NSO, and employees being served by the Fire Dispatchers it is agreed to the following shifts:

- A. Eight (8)-hour shifts shall be eight (8) hours of work. The regular shift schedule shall be as follows:
 - a. The grave shift shall consist of eight (8) consecutive work hours, including meal period, to be worked between the hours of 11:00 p.m. and 8:00 a.m.
 - b. The day shift shall consist of eight (8) consecutive work hours, including meal period, to be worked between the hours of 7:00 a.m. and 4:00 p.m.
 - c. The swing shift shall consist of eight (8) consecutive work hours, including meal period, to be worked between the hours of 3:00 p.m. and 12:00 a.m.
- B. Ten (10)-hour shifts shall be ten (10) hours of work. The regular shift schedule shall be as follows:
 - a. The Day Shift shall consist of ten (10) consecutive hours, including meal period, to be worked between the hours of 7:00 a.m. and 7:00 p.m. This shift is the training shift that employees are on when they need to do company required training and/or other training/exercises.
 - b. The employee on this shift will fill in on other shifts as necessary. An employee will be notified prior to the end of their workweek when a change to this shift needs to occur, except in case of emergencies when such notice may not be possible.

- C. Weekend "A" shift shall consist of two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts. The regular shift schedule shall be as follows:
 - a. Monday and Tuesday shall consist of eight (8) consecutive work hours per day, including meal period, to be worked between the hours of 7:00 a.m. and 4:00 p.m.
 - b. Saturday and Sunday shall consist of twelve (12) consecutive work hours per day, including meal period with the first eight (8) hours being paid at the straight-time hourly rate and the additional four (4) hours being paid at time and one-half (1-1/2) the hourly rate, to be worked between the hours of 7:00 a.m. and 7:00 p.m.

- D. Weekend "B" shift shall consist of two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts. The regular shift schedule shall be as follows:
 - a. Thursday and Friday shall consist of eight (8) consecutive work hours per day, including meal period, to be worked between the hours of 7:00 a.m. and 4:00 p.m.
 - b. Saturday and Sunday shall consist of twelve (12) consecutive work hours per day, including meal period with the first eight (8) hours being paid at the straight-time hourly rate and the additional four (4) hours being paid at time and one-half (1-1/2) the hourly rate, to be worked between the hours of 7:00 p.m. and 7:00 a.m.

- E. Shift Differential of six percent (6%) per hour shall be paid for all hours worked during the swing shift, and twelve percent (12%) per hour for all hours worked during the night and grave shift. The night shift personnel for Saturday and Sunday shall receive nine percent (9%) shift differential.

Employees will bid on their shift assignments. The shift assignments will be granted based on Fire Dispatch seniority.

The shift assignments will not be rotating, but the Company has the right to reassign personnel to the Days training schedule for a period of no more than

three (3) months, within a calendar year, to complete training and emergency exercises.

Fire Dispatchers are subject to random qualification testing. Company Documents OI-2120.157, Career Enhancement and Advancement Process (Teamsters), and OI-2120.111 Individual Career Maintenance and Advancement Program (IAEP), outline the process for such testing and allows up to ninety (90) days for qualifications to become sufficient. During this time frame the Fire Dispatcher in question will work the four-ten (4/10) day shift.

SECTION 8. Fire Dispatchers will be paid overtime in the following manner for the eight (8) hour shifts:

- A. Time and one-half rate (1-1/2) for hours worked in excess of eight (8) straight-time hours not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- B. Time and one-half rate (1-1/2) for all hours worked on the first regularly scheduled day off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- C. Double-time rate (2x) for all hours worked on the second regularly scheduled day off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- D. Time and one-half rate (1-1/2) for hours worked on holidays, not exceeding sixteen (16) hours in any one twenty-four (24) hour period in addition to holiday pay.
- E. Hours worked in excess of sixteen (16) continuous hours will be paid at the double-time (2x) rate.

SECTION 9. Fire Dispatchers will be paid overtime in the following manner for the ten (10) hour shift:

- A. Time and one-half rate (1-1/2) for hours worked in excess of ten (10) straight-time hours not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- B. Time and one-half rate (1-1/2) for all hours worked on the first and second regularly scheduled days off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- C. Double-time rate (2x) for all hours worked on the third

regularly scheduled day off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.

- D. Time and one-half rate (1-1/2) for hours worked on holidays, not exceeding sixteen (16) hours in any one twenty-four (24) hour period in addition to holiday pay.
- E. Hours worked in excess of sixteen (16) continuous hours will be paid at the double-time (2x) rate.

SECTION 10. Fire Dispatchers will be paid overtime in the following manner for the twelve (12) hour shift:

- A. Time and one-half rate (1-1/2) for hours worked in excess of eight (8) straight-time hours not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- B. Time and one-half rate (1-1/2) for all hours worked on the first and second regularly scheduled days off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- C. Double-time rate (2x) for all hours worked on the third regularly scheduled day off not exceeding sixteen (16) hours in any one twenty-four (24) hour period.
- D. Time and one-half rate (1-1/2) for hours worked on holidays, not exceeding sixteen (16) hours in any one twenty-four (24) hour period in addition to holiday pay.
- E. Hours worked in excess of sixteen (16) continuous hours will be paid at the double-time (2x) rate.

SECTION 11. All "Regularly Scheduled" hours worked in excess of forty (40) in any pay period will be paid at the appropriate overtime rate but in no event less than the time and one-half (1 ½) hourly rate.

APPENDIX C

ARTICLE 1 CODE OF CONDUCT

SECTION 1. It is the continuous mission of the NNSS F&R to provide the most effective, efficient and first class emergency response services. In support of this mission, all employees of NNSS F&R are required and expected to adhere to the following Code of Conduct provisions, at all times, while at work and in pay status.

- A. Be dedicated to your profession in protecting life, property, and environment.
- B. Work safely at all times and look after each other.
- C. Conduct yourself professionally and appropriately at all times.
 - 1) Treat colleagues with mutual respect, trust and dignity
 - 2) Help each other (share experiences and lessons learned)
 - 3) Communicate early, honestly and completely
 - 4) Earn trust
 - 5) Never undermine colleagues
 - 6) Work jointly to resolve disagreements
 - 7) Contribute constructively
- D. Foster a positive image by providing support and courteous service to our customers.
- E. While on active duty/pay status, employees shall be in approved uniform apparel, for the entire duration of their shift. Uniforms shall be neat and all insignia, badges, and other approved items will be worn appropriately.
- F. Recreational activities that include, but are not limited to, TV watching, reading, games, music, etc., shall be of an appropriate nature at all times. Programs or materials containing unacceptable sexually

- suggestive contents are not permitted at any time. Any form of entertainment activities that are identified to be disturbing to any employee shall be immediately stopped and the issue brought to the attention of the immediate supervisor, and Deputy Chief.
- G. All employees shall follow the Chain of Command. However, any concerns raised with regard to Workplace Violence, Harassment, (sexual or non) or Discrimination shall immediately be brought to the attention of the Deputy Chiefs or Chief.
 - H. Firehouse activities and conversations will be of an appropriate nature and content. Describing inappropriate conversations, jokes, etc. as "*firehouse talk*" will not condone, justify, or excuse the inappropriateness as acceptable.
 - I. Maintain integrity and confidentiality at all times. Do the "right" thing, for the "right" reason, even when no one is watching. Only discuss incident and/or patient information with authorized individuals.

Memorandum of Agreement
Between
Teamsters Local 631
And
National Security Technologies (NSTec)
(Fire and Rescue)

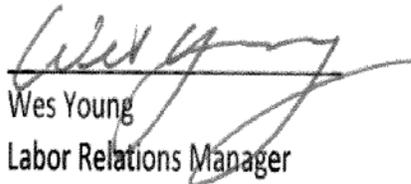
Limited Duty

The Company and the Union agree that any employee removed from duty because of an abnormal GXT or CTA will continue to work performing other duties for two weeks until such employee is examined and cleared by an appropriate physician.

Dated this 18th day of December, 2012.



Tommy Blitsch
Secretary Treasurer
Teamsters Local 631



Wes Young
Labor Relations Manager
National Security Technologies

**Memorandum of Agreement
Between
Teamsters Local 631
And
National Security Technologies (NSTec)
(Fire and Rescue)**

Labor/Management Monthly Meetings

The Union and the Employer mutually agree that effective January 1, 2013 both parties will meet on a monthly basis to discuss labor issues between the Union and the Employer. The participants of the meeting shall be but not limited to the Shop Stewards from the Firefighters, Fire Inspectors, and Fire Dispatchers classifications. The company shall have a representative from Labor Relations and a member of management from each of the three groups listed above.


12/10/12
Tommy Blitsch
Secretary Treasurer
Teamsters Local 631


Wes Young
Labor Relations Manager
NSTec
12/10/12

**Memorandum of Agreement
Between
Teamsters Local 631
And
National Security Technologies (NSTec)
(Fire and Rescue)**

Lead Assistant

The Company and the Union agree to develop an MOU in a joint labor/ management meeting concerning a lead assistant designation for Heavy Rescue/ Rescue on scene response.

This will be a premium paid at the rate of \$0.25 cents per hour from the time dispatched until upon return to fire station.

Outlining the duties and functions of this lead assistant will be determined by the joint labor / management committee, on or before March 1, 2013.

Labor Relations Manager and Union Secretary Treasurer will validate the MOU with their signatures of concurrence. This MOU will become a part of the Firefighters Project Labor Agreement for the Nevada National Security Site.

Dated this 18th day of December, 2012.



Tommy Blitsch
Secretary Treasurer
Teamsters Local 631



Wes Young
Labor Relations Manager
National Security Technologies

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CONFIDENTIAL

NATIONAL SECURITY TECHNOLOGIES LLC. (NSTec)

AND

FIREFIGHTERS, LOCAL UNION NO. 631

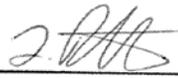
FIRE & RESCUE PROJECT LABOR AGREEMENT & APPENDICES

The Firefighters Fire & Rescue Project Labor Agreement and Appendices A, B, C, dated October 1, 2012 through September 30, 2017 are agreed upon.

For the Company:
NATIONAL SECURITY
TECHNOLOGIES LLC. (NSTEC)

For the Union:
FIREFIGHTERS
LOCAL UNION NO. 631

By: 

By: 

Its: Labor Relations Manager

Its: Secretary - Treasurer

Date: 12/18/12

Date: 1/17/13