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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2439
Revision No.: 12
Date Of Revision: 06/13/2011

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,
Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		18.40
01280 - Receptionist		12.12
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		19.08
01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.58
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35
05040 - Automotive Glass Installer		16.16

05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.03
07130 - Food Service Worker	9.63
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.27
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.27
11150 - Janitor	11.27
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.27
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	17.13
12012 - Certified Occupational Therapist Assistant	23.51
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	17.52
12025 - Dental Hygienist	36.40
12030 - EKG Technician	28.16
12035 - Electroneurodiagnostic Technologist	28.16
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.13
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	16.86
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	15.75
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	37.66
12221 - Nursing Assistant I	9.88
12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12

12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26
23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning	20.79

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.18
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.59
27007 - Baggage Inspector	11.19
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	21.67
27070 - Firefighter	22.48
27101 - Guard I	11.19
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Equipment Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90

28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.11
29020 - Hatch Tender	21.11
29030 - Line Handler	21.11
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.62
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	18.44
30462 - Technical Writer II	22.56
30463 - Technical Writer III	27.29
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.32
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	10.14
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	16.74
31364 - Truckdriver, Tractor-Trailer	16.74
99000 - Miscellaneous Occupations	

99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99310 - Mortician	22.74
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.61
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.27
99842 - Vending Machine Repairer Helper	17.57

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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By direction of the Secretary
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U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2730
Revision No.: 4
Date Of Last Revision: 3/29/2012

State: West Virginia

Area: Monongalia

Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Physical Security Services.

Collective Bargaining Agreement between contractor: AHTNA FACILITY SERVICES, INCORPORATED, and union: International Security Police Fire Professionals of America (SPF Local 502, effective 11/1/2011 through 1/31/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

Between

AHTNA FACILITY SERVICES, INC.
MORGANTOWN, WEST VIRGINIA

and

**THE SECURITY*POLICE*FIRE PROFESSIONALS
OF AMERICA (SPFPA) LOCAL 502**

Term:
November 1, 2011
Through
January 31, 2014



Agreement between
Ahtna Facility Services, Inc. Morgantown, West Virginia and
The Security*Police*Fire Professionals of America (SPFPA) Local 502

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AGREEMENT

ARTICLE I - PREAMBLE

THIS AGREEMENT has been entered into effective November 1, 2011 between AHTNA FACILITIES SERVICES, INC, (AFSI) hereinafter referred to as the "Company", and THE INTERNATIONAL UNION SECURITY*POLICE*FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502, hereinafter collectively referred to as the "Union".

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this AGREEMENT represent the full and complete understanding and commitment between AFSI and SPFPA.

ARTICLE II - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act ("Act") employed by the Company at the U.S. Department of Energy (DoE) National Energy Technology Laboratory (NETL) located in Morgantown, West Virginia. The agreement excludes all office, clerical, professional employees, as well as all other non-guard / non-security officer employees.

ARTICLE III - UNION SECURITY

All present employees of the Company who are security officers as defined in Article II covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees of the Company who are security officers as defined in Article II covered by this Agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 31st working day following the date of execution of this Agreement or date of hire, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the employee on the same basis as to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

The Union shall indemnify the Company and hold harmless the Company from

any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article; and, the Company shall not be required to make any investigation of but shall be entitled to rely on the formal documented representation made by the Union with respect to the discharge of any employee for failure to join the union or to maintain Union membership pursuant to this Article.

ARTICLE IV - DUES, CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each employee covered by this Agreement who authorizes and directs the Company to make such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by the provisions therefore.

The Union shall indemnify the Company against and hold harmless the Company from any claims, loss, damages, cost or expense arising out of any wrongful deduction and payment of any amount under the Article. All dues and initiation fees shall be deducted on the first payday of each month and the Company shall transmit to the Union, not later than the 15th day of the month in which the deductions were made, a check for the total amount paid on member's behalf. In the event an employee does not have sufficient earnings due in any pay period to cover the amount of said deductions for that pay period, the Union shall be responsible for securing the dues for that pay period.

Union Dues will be calculated as follows:

Union dues include a one-time initiation fee and monthly dues equal to 2.5 hours of the member's base pay.

ARTICLE V - NO STRIKES, NO LOCK-OUTS

Neither the Union nor employee covered by this Agreement shall authorize, encourage or engage in any strike, sympathy strike, stoppage of work, slowdown or other interference with work or with the Company's business during the term of this Agreement. The Company shall not lock-out its employees during the term of this Agreement.

ARTICLE VI - MANAGEMENT RIGHTS SECTION

SECTION 1.

Subject to the term of this Agreement, including the Grievance and Arbitration provision herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules that do not conflict with the Agreement to assure orderly efficient operation, the determination of employees competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to layoff for lack of work, are rights vested exclusively in the Management of the Company.

SECTION 2.

Management shall have the exclusive right to discharge any employee who has been denied access to the premises by any government agency.

SECTION 3.

The above Rights of Management are not all-inclusive, but indicates the type of matters or rights which belong to, and are inherent to, Management.

SECTION 4.

If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL-IN SECTION:

- 1) For the purposes of this agreement, employees who work less than 33 hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work 33 hours per week, or greater, are considered full-time employees.
- 2) The regular work week for all employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week, beginning on Sunday and ending on Saturday, unless the government mandates changes as to the days of the week that work is performed by bargaining unit members at the Morgantown facility.
- 3) All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half the employee's base hourly salary. In the event of an emergency, employees may be required to work overtime.
- 4) The Company will attempt to distribute overtime equally among bargaining unit personnel, provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified employees reject the request to perform overtime, the overtime shall be performed by the qualified employee with the least overtime hours worked within the classification, at the Company's discretion.
- 5) The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.
- 6) Employees shall be permitted to switch shifts upon mutual agreement, if such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime and considering the experience, seniority and staffing concerns. Company approval in such matters shall not be unreasonably withheld.
- 7) Any employee called-in on any of his or her normal days off shall receive a

minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.

- 8) When an employee finds it necessary to be absent without having prior approval, he or she shall notify the Security Officer on duty four (4) hours before the beginning of his/her shift. The Security Officer on duty will then contact the Security supervisor.

ARTICLE VIII - HIRING OF NEW EMPLOYEES

The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days and during such probationary period the Company shall be the judge as to whether or not such new employee is qualified to continue in its employ. The Company may discharge such employees for any reason at its discretion. This article only applies to those employees covered by this Agreement.

Unless the needs of the company would make it impractical to do so, the Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a nondiscriminatory basis to all applicants for employment, regardless of membership in the Union. In hiring of employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

ARTICLE IX - UNION REPRESENTATION

The Union's duly authorized agent or representative, provided they have the clearance or facility authorization to enter, shall have the right to visit the premises of the Employer at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose. The Union will attempt to schedule such visits to avoid interruption of normal activities, training or causing undue overtime to be incurred.

The Company shall permit the Union or alternate Steward a reasonable amount of time to handle Union business, provided the steward advised the Company supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards.

ARTICLE X - UNION BULLETIN BOARD

The Union will be provided space on a bulletin board for the purpose of posting Union notices and information, subject to Company approval, which shall not be unreasonably withheld.

ARTICLE XI - CLOTHING AND EQUIPMENT

Should the Company require employees to wear specific attire, they will provide such attire for employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained in good repair.

Excessively worn, torn or damaged clothing or equipment will be reported to Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion.

Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled- up sleeves, or modifications of any uniform article are allowed. Only black/navy T-shirt is to be worn. Any clothing article that was not issued by the company must be approved by the Security Guard Manager prior to wearing.

ARTICLE XII - SAFETY

In order to provide safety control for protection to the life and health of employees and prevention of damage to property, supplies and equipment, the Company and the employees shall comply with all applicable safety requirements established by the Company or the Government.

ARTICLE XIII - BARGAINING UNIT WORK

Non-Union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit employees are not available to perform the work.

ARTICLE XIV - REDUCTION IN FORCE

When it becomes necessary to reduce the working force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the employees shall be recalled in the reverse order in which they were laid off.

When an employee is discharged or laid off, he or she shall be paid by check for any wages owing at his or her next regular pay period, check will be mailed by registered letter to his or her last known address or paid by direct-deposit, at his or her next scheduled payday.

When the Company recalls laid off employees, it will attempt to contact the employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the employee's last known address. The employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XV - SENIORITY

SECTION 1.

The term "seniority" shall mean the length of continuous service of an employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the employee's skill and ability to perform the work required.

SECTION 2.

The Union and alternate Steward shall be entitled to top seniority at the facility area, for purpose of layoff and recall, provided they have the requisite skill and ability to perform the remaining work. Refer to Exhibit "A" for seniority list.

SECTION 3.

Seniority shall be lost for the following reasons:

- a) Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
- b) Discharge for just cause
- c) Layoffs for one (1) year
- d) Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the employees last address on record with the Company.
- e) Failure to report to work after three (3) working days absence without notifying the Company prior to or during the interim of acceptable reason for the absence
- f) Continuous illness or disability for a period of time in excess of one (1) year.
 - a. Upon the return of any employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the employee to determine whether or not the employee may return to work in a safe and healthy manner. In the event that a dispute arises between the employee's doctor and the Company's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedures in Article XVI.

SECTION 4.

Seniority shall not commence until an employee has been employed for ninety (90) days, and then the date of seniority shall revert back to date of hire.

SECTION 5.

Should an employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the employee has the skill and ability to perform the work required.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

Agreement between
Ahtna Facility Services, Inc. Morgantown, West Virginia and
The Security*Police*Fire Professionals of America (SPFFPA) Local 502

The parties to this Agreement, in the interest of resolving all disputes arising out of the interpretation or application of this Agreement, have settled upon the following as an exclusive, final and binding procedure for the resolution of all disputes, including complaints or grievances arising out of interpretation or application of this Agreement.

With respect to any dispute, complaint or grievance arising out of the interpretation or application of the Recognition provision of this Agreement, the Union may, at its option, proceed immediately to arbitration. Disputes, complaints or grievances arising out of all other provisions of this Agreement shall be resolved in accordance with the following procedures where applicable. The Company shall not have the right to submit its own grievances to arbitration. At each step, the facts and circumstances, along with any agreed-to actions or settlement, are documented to ensure fair and accurate understanding of the issue.

STEP 1.

- a. An aggrieved employee (other than probationary employees as defined in Article XV) shall be entitled to utilize the Grievance Procedure. Such employee may arrange to discuss the grievance with their immediate supervisor in the presence of the Union or alternate Steward, within three (3) working days after the incident giving rise to the grievance.
- b. If settled, within three (3) days from the settlement date, the Union will prepare and deliver to the Company a detailed report of the facts and circumstances of the initial Grievance and the agreed to actions or settlement.

STEP 2.

- a. If the grievance is not settled, the specific facts and circumstances must be reduced to writing by the Union and submitted to the senior on-site Company manager or other designated Company representative within five (5) working days of the incident giving rise to the grievance.
- b. The on-site Company manager or other designated Company representative will then meet with the Union, or alternate Steward, and the employee within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- c. If settled, within three (3) days from the settlement date, the Union will prepare and deliver to the Company a detailed report of the facts and circumstances of the initial Grievance and the agreed to action or settlement.

STEP 3.

- a. If the grievance is not settled in Step 2, the Union will submit the grievance to the Company Security Division Manager or Company Human Resources Manager within five (5) working days of the Step 2 meeting. The Company Security Division Manager or Company Human Resources Manager will communicate with the Union Business Agent within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- b. If settled, within three (3) days from the settlement date, the Union will

prepare and deliver to the Company a detailed report of the facts and circumstances of the agreed to action or settlement.

STEP 4.

- a. If the grievance is not settled in Step 3, then the Union may, within twenty (20) working days after the final Step 3 meeting, refer the matter to Arbitration.
- b. Such arbitrator shall not have the power to alter this Agreement or any of its terms, in any way. The arbitrator shall be selected and the arbitration conducted under the then-prevailing rules and regulations of the American Arbitration Association. The arbitrator, upon notice to both parties, hears the issues involved. His or her decision shall be submitted in writing and shall be final and binding upon the parties.

In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost. The arbitrator shall not have the authority to consider any grievance involving a discharge under Article VI – Section 2.

The fee of the arbitrator and administrative charges of the American Arbitration Association, shall be borne totally and equally by both parties.

ARTICLE XVII - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

ARTICLE XVIII – VACATIONS SECTION:

- 1) Each employee of the Company shall be entitled to a paid vacation according to the following schedule. Part-time employees will be entitled to pro-rated vacation hours based on years of service and number of hours actually worked in the previous year.

LENGTH OF SERVICE	VACATION
1 year	2 weeks
5 years	3 weeks
15 years	4 weeks
25 years	5 weeks
30 years	6 weeks

- 2) There shall be no carry-over of vacation from year to year. In the event any employee will lose his or her vested unused vacation time under the no carry-over rule the employee will receive pay at their normal base hourly rate in lieu of the vested unused vacation. Employees may cash-out unused vacation during the year.

- 3) The length of service shall be construed to mean all service with present

Company and Predecessor Company in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Morgantown, West Virginia.

- 4) Pro-rated vacation
 - a. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death, will receive pro-rated vacation pay calculated on the basis of one twelfth (1/12) for each month of service completed since the prior anniversary date.
 - b. Employees who have taken a leave of absence without pay beyond thirty (30) calendar days, pursuant to Article XX, shall be entitled to a pro-rated vacation for the following vacation year.
- 5) In the event of an employee death, any unused vacation will be paid with the last check issued to the employee.
- 6) One (1) vacation day pay for full time employees shall be equal to the compensation the employee receives when the employee works his/her normally scheduled workday. One-week vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workweek.
- 7) Only one (1) bargaining unit employee shall be permitted to take his or her vacation on any single day, unless the company has sufficient staffing to let more than one (1) bargaining unit employee take vacation at a time.
- 8) Active Duty Military: Employees deployed on active military duty in excess of 90 consecutive days shall not be subject to the loss of any vacation time vested or vested prior to deployment (Article XVIII section 2). Such vacation time will be available for 12 months after return from active duty.

ARTICLE XIX – HOLIDAYS

SECTION:

- 1) Full time employees shall receive ten (10) paid holidays per year. Part-time employees shall receive pro-rated holiday pay based on their normal workweek. Part-time employees are defined as those employees that work less than an average of 33 hours per week based on a 52 week average.

Holidays designated as the Department of Energy National Energy Technology Laboratory holidays in addition to these days for which the facility is closed as set forth in Section 2 of this Article:

Agreement between
Ahtna Facility Services, Inc. Morgantown, West Virginia and
The Security*Police*Fire Professionals of America (SPFFPA) Local 502

New Year's Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
Martin Luther King Jr	Christmas Day

- 2) The Company agrees to pay its employees for any day that the Federal Government declares a holiday and the employees are not able to work due to the closing of the facility, provided the Government reimburses the Company for such wages.
- 3) Holiday pay shall be computed for all employees in the same manner in which vacation pay is calculated as indicated in Article XVIII of this Agreement.
 - a. Employees who work on a holiday shall receive time and one half for the hours worked that day in addition to the holiday pay.
 - b. Holidays not worked will be paid at straight time wage rates.

ARTICLE XX - PERSONAL DAYS

Section 1:

Full time bargaining unit employees shall receive five (5) paid personal days and Part time bargaining unit employees shall receive two (2) paid personal days per year after one (1) year of continuous site service. The employee shall notify the company two days prior to the requested Personal Day except in case of an emergency. Personal days will be available each June 1 after the one (1) year of continuous site service.

Section 2:

When new employees reach their one year anniversary prior to June 1, they will receive, on that anniversary, leave prorated from the anniversary date to June 1, thereafter receiving the personal days on June 1.

Section 3:

Perfect attendance may be rewarded by allowing personnel with perfect attendance to "carry-over" their personal and sick days to the next year. This "carry-over" will not exceed the total of personal and sick time for any two year period combined. For the use in this section, "perfect attendance" is defined as the lack of any unscheduled absence from work.

ARTICLE XXI - LEAVE OF ABSENCE

A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval of the employee's Supervisor submitted at least fifteen (15) days in advance of expected date of the leave of absence, providing the employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources.

Such leave-of-absence may be extended for good cause shown, upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated their employment with the Company.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits.

ARTICLE XXII – FUNERAL / BEREAVEMENT LEAVE

An employee who has completed his probationary period shall be entitled to a leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled workdays lost in the case of death in his or her immediate family (mother, father, mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, grandparents, legal guardian, husband, wife, daughter, son, grandchildren) provided the leave of absence is taken during the period between the date of death and the day following the burial or other memorial service, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

ARTICLE XXIII JURY DUTY

An employee who has completed his or her probationary period and who serves on jury duty shall be compensated by the company in the amount of the difference between his or her regular scheduled workdays lost and the amount received as jurors fees up to a maximum of two (2) weeks. Whenever the employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall advise their supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury duty if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury duty.

ARTICLE XXIV – WAGES

	11/01/10	02/01/12	02/01/13
LIEUTENANT	\$18.15	\$18.79	\$19.45
SERGEANT	\$17.53	\$18.14	\$18.77
GUARD II	\$16.91	\$17.50	\$18.11
NEW HIRES	\$13.00	\$13.00	\$13.00

New hires pay will increase over a nine (9) month period until it reaches Guard II rate.

Shift Differential- All bargaining unit employees who are scheduled to commence work on the second and third shifts shall receive a \$0.50 premium for hours worked on those shifts.

ARTICLE XXV - HEALTH AND WELFARE BENEFITS

The Company shall provide health and welfare benefits or pay, according to the latest U.S. Department of Labor Wage Determination, currently at \$3.59 per hour paid, up to 40 hours per week.

Benefits will be subject to the most current wage determination sheet issued by the U.S. Department of Labor and pay increases will be made once the modification to the contract is approved by the Department of Energy.

The company shall provide all employees covered by this CBA with pay in-lieu of benefits.

ARTICLE XXVI - SICK DAYS

Each Full-Time Union member will receive two (2) paid sick days after one (1) year of continuous site service. Each Part-Time Union member will receive one (1) paid sick day after one (1) year of continuous site service. Sick days will be available each June 1. Employees who reach their one year anniversary prior to June 1 will receive, on that anniversary, sick days prorated from the anniversary date to June 1, thereafter receiving the sick days on each June 1. The employee shall notify the Company at least (4) hours prior to the requested sick day – Article VII, Section 8.

ARTICLE XXVII - DISCHARGE

Notwithstanding Article VI, Section I, no employee shall be discharged or disciplined except for just cause, provided, however, that the Company shall have the right to discharge for any reason any new employee during the first ninety (90) working days of his or her employment actually worked by the employee. Any verbal or written disciplinary actions are purged only if no other similar occurrences have been documented in the past six (6) months.

ARTICLE XXIII - LIGHT DUTY ASSIGNMENTS

The Company shall make a reasonable accommodation to employees who are disabled. This provision shall not be construed to require the Company to create jobs or work it does not have or to employ persons not capable of performing the available work with reasonable accommodation. The Company shall be permitted to require appropriate medical certification, on a continuing basis, from persons for whom reasonable accommodation has been made. This provision shall take precedence over Article VII to the extent a conflict arises.

ARTICLE XXIX - TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st of November, 2011, and shall remain in full force and effect up to and including the 31st day of January, 2014.

Agreement between
Ahtna Facility Services, Inc. Morgantown, West Virginia and
The Security*Police*Fire Professionals of America (SPFPA) Local 502

EXECUTED as of the 8th day of Nov, 2011.

AHTNA FACILITY SERVICES, INC.

THE SECURITY*POLICE*FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AFFILIATED LOCAL UNION No. 502

Brenda Rebne Date 11/3/2011
Brenda Rebne, President, AFSI

Stephen W. Larkin Date 11-8-2011
Stephen W. Larkin,
International Representative, SPFPA
President Local 502

Donna Freitas Date 11/3/2011
Donna Freitas, COO, AFSI

Linda Hess Date 11-8-2011
Linda Hess, SPFPA Steward

Fin M. Johnson Date 11-3-2011
Fin M. Johnson
Security Division Manager, AFSI

Thomas Matthews Date 11-08-2011
Thomas Matthews, SPFPA Steward

 ORIGINAL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2729
Revision No.: 4
Date Of Last Revision: 3/29/2012

State: Pennsylvania

Area: Allegheny

Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Physical Security Services.

Collective Bargaining Agreement between contractor: AHTNA FACILITY SERVICES, INCORPORATED, and union: SPFPA Local 502, effective 11/1/2011 through 1/31/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

Between

AHTNA FACILITY SERVICES, INC.
PITTSBURGH, PENNSYLVANIA

and

**THE SECURITY*POLICE*FIRE PROFESSIONALS
OF AMERICA (SPFPA) LOCAL 502**

Term:
November 1, 2011
Through
January 31, 2014



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AGREEMENT

ARTICLE I - PREAMBLE

THIS AGREEMENT has been entered into effective November 1, 2011 between AHTNA FACILITIES SERVICES, INC, hereinafter referred to as "Company", and THE INTERNATIONAL UNION SECURITY*POLICE*FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502, hereinafter collectively referred to as "Union".

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this AGREEMENT represent the full and complete understanding and commitment between AFSI and SPFPA.

ARTICLE II - UNION RECOGNITION

SECTION 1.

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act ("Act") employed by the Company at the U.S. Department of Energy (DoE) National Energy Technology Laboratory (NETL) located in Pittsburgh¹, Pennsylvania. The agreement excludes all office, clerical, professional employees, as well as all other non-security guard / security officer positions.

ARTICLE III - UNION SECURITY

All present employees of the Company covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees of the Company covered by this Agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 90th calendar day following the date of execution of this Agreement or date of hire, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the employee on the same basis as to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

¹ Also know at the unincorporated area of Bruceton or South Park Township, PA.

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The Union shall indemnify the Company and hold harmless the Company from any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article; and, the Company shall not be required to make any investigation of but shall be entitled to rely on the formal documented representation made by the Union with respect to the discharge of any employee for failure to join the union or to maintain Union membership pursuant to this Article.

ARTICLE IV - DUES, CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each employee covered by this Agreement who authorizes and directs the Company to make such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by the provisions therefore.

The Union shall indemnify the Company against and hold harmless the Company from any claims, loss, damages, cost or expense arising out of any wrongful deduction and payment of any amount under the Article. All dues and initiation fees shall be deducted on the first payday of each month and the Company shall transmit to the Union, not later than the 15th day of the month in which the deductions were made, a check for the total amount paid on member's behalf. In the event an employee does not have sufficient earnings due in any pay period to cover the amount of said deductions for that pay period, the Union shall be responsible for securing the dues for that pay period.

Union Dues will be calculated as follows:

Union dues include a one-time initiation fee and monthly dues equal to 2.5 hours of the member's base pay.

ARTICLE V - NO STRIKES, NO LOCK-OUTS

Neither the Union nor employee covered by this Agreement shall authorize, encourage or engage in any strike, sympathy strike, stoppage of work, slowdown or other interference with work or with the Company's business during the term of this Agreement. The Company shall not lock-out its employees during the term of this Agreement.

ARTICLE VI - MANAGEMENT RIGHTS SECTION

SECTION 1.

Subject to the term of this Agreement, including the Grievance and Arbitration provision herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules that do not conflict with the Agreement to assure orderly efficient operation, the determination of employees competency, the right to hire, to transfer, to promote, to demote for just cause, to discipline, to discharge for just cause, to layoff for lack of work, are rights vested exclusively in the Management of the Company.

SECTION 2.

Management shall retain the exclusive right to discharge any employee who has been denied access to the premises by any government agency or who has not maintained a necessary security clearance, certificate, or license required by the State, Department or Company.

SECTION 3.

The above Rights of Management are not all-inclusive, but indicates the type of matters or rights which belong to, and are inherent to, Management.

SECTION 4.

If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL-IN:

- 1) For the purposes of this agreement, employees who work less than 33 hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work 33 hours per week, or greater, are considered full-time employees.
- 2) The regular work week for all full-time employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week. The Company week begins on Sunday and ends on Saturday. Work is performed as scheduled and accepted to meet the Statement of Work for the contract.
- 3) All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half the employee's base hourly salary. In the event of an emergency, employees may be required to work overtime.
- 4) The Company will attempt to distribute overtime equally among bargaining unit personnel, provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified employees reject the request to perform overtime, the overtime shall be performed by the qualified employee with the least overtime hours worked within the classification, at the Company's discretion.
- 5) The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.
- 6) Employees shall be permitted to switch shifts upon mutual agreement, if such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime. Company approval in such matters shall not be unreasonably withheld.

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- 7) Any employee called-in on any of his or her normal days off shall receive a minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.
- 8) When an employee finds it necessary to be absent without having prior approval, he or she shall notify the Security Officer on duty four (4) hours before the beginning of his/her shift. The Security Officer on duty will then contact the Security supervisor.
- 9) Call-in will be distributed by seniority with part-time employees first who will not incur overtime.

ARTICLE VIII - HIRING OF NEW EMPLOYEES

The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days and during such probationary period the Company shall be the judge as to whether or not such new employee is qualified to continue in its employ. The Company may discharge such employees for any reason in its discretion. Part-time employees shall be promoted to full-time status based on their site seniority.

Unless the needs of the company would make it impractical to do so, the Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a nondiscriminatory basis to all applicants for employment, regardless of membership in the Union. In hiring of employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

ARTICLE IX - UNION REPRESENTATION

The Union's duly authorized agent or representative, provided the clearance or facility authorization to enter, shall have the right to visit the premises of the Employer at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose.

The company shall permit the Union or alternate Steward a reasonable amount of time to handle Union business, provided the steward advised the Company supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards.

ARTICLE X - UNION BULLETIN BOARD

The Union will be provided space on a bulletin board for the purpose of posting Union notices and information, subject to Company approval, which shall not be unreasonably withheld.

ARTICLE XI - CLOTHING AND EQUIPMENT

A uniform policy enacted by the company will control the uniform and appearance standards. Should the Company require employees to wear specific attire, they will provide such attire for employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained in good repair.

Excessively worn, torn or damaged clothing or equipment will be reported to a Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion.

Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled- up sleeves, or modifications of any uniform article are allowed. Only black/navy T-shirt is to be worn. Any clothing article that was not issued by the company must be approved by the Security Guard Manager prior to wearing.

ARTICLE XII - SAFETY

In order to provide safety control for protection to the life and health of employees and prevention of damage to property, supplies and equipment, the Company and the employees shall comply with all applicable safety requirements established by the Company or the Government.

ARTICLE XIII - BARGAINING UNIT WORK

Non-union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit employees are not available to perform the work.

ARTICLE XIV - REDUCTION IN FORCE

When it becomes necessary to reduce the working force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the employees shall be recalled in the reverse order in which they were laid off.

When an employee is discharged or laid off, he or she shall be paid by check for any wages owing at his or her next regular pay period, check will be mailed by registered or certified letter to his or her last known address, at his or her next scheduled payday.

When the Company recalls laid-off employees, it will attempt to contact the employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the employee's last known address. The employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XV - SENIORITY

SECTION 1.

The term "seniority" shall mean the length of continuous service of an employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the employee's skill and ability to perform the work required.

SECTION 2.

The Union and alternate Steward shall be entitled to top seniority at the facility area, for purpose of layoff and recall, provided they have the requisite skill and ability to perform the remaining work.

Refer to the seniority list will be posted at Building 923.

SECTION 3.

Seniority shall be lost for the following reasons:

- a) Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
- b) Discharge for just cause
- c) Layoffs in excess of two (2) full years.
- d) Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the employees last address on record with the Company.
- e) Failure to report to work after three (3) working days absence without notifying the Company prior to, or during, the absence—ie. Missing three scheduled work days without notification to the site or Company.
- f) Continuous illness or disability for a period of time in excess of one (1) year.
 - a. Upon the return of any employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the employee to determine whether or not the employee may return to work in a safe and healthy manner.
 - b. In the event that a dispute arises between the employee's doctor and the Company's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedures in Article XVI.

SECTION 4.

Seniority shall not commence until an employee has been employed for ninety (90) days, and then the date of seniority shall revert back to date of hire.

SECTION 5.

Should an employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the employee has the skill and ability to perform the work required.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

The parties to this Agreement, in the interest of resolving all disputes arising out of the interpretation or application of this Agreement, have settled upon the following as an exclusive, final and binding procedure for the resolution of all disputes, including complaints or grievances arising out of interpretation or application of this Agreement.

With respect to any dispute, complaint or grievance arising out of the interpretation or application of the Recognition provision of this Agreement, the Union may, at its option, proceed immediately to arbitration. Disputes, complaints or grievances arising out of all other provisions of this Agreement shall be resolved in accordance with the following procedures where applicable. The Company shall not have the right to submit its own grievances to arbitration. At each step, the facts and circumstances, along with any agreed-to actions or settlement, are documented to ensure fair and accurate understanding of the issue. The SPFPA grievance form will suffice as a "detailed report" as required by this Article.

STEP 1.

- a. An aggrieved employee (other than probationary employees as defined in Article XV) shall be entitled to utilize the Grievance Procedure. Such employee may arrange to discuss the grievance with their immediate supervisor in the presence of the Union or alternate Steward, within three (3) working days after the incident giving rise to the grievance.
- b. If settled, within three (3) days from the settlement date, a detailed report of the facts and circumstances of the initial Grievance and the agreed to actions or settlement will be prepared and delivered to the Company.

STEP 2.

- a. If the grievance is not settled, the specific facts and circumstances must be reduced to writing by the Union and submitted to the senior on-site Company manager or other designated Company representative within five (5) working days of the incident giving rise to the grievance.

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- b. The on-site Company manager or other designated Company representative will then meet with the Union, or alternate Steward, and the employee within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- c. If settled, within three (3) days from the settlement date, a detailed report of the facts and circumstances of the initial Grievance and the agreed to action or settlement will be prepared and delivered to the Company.

STEP 3.

- a. If the grievance is not settled in Step 2, the Union will submit the grievance to the Company Security Division Manager or Company Human Resources Manager within five (5) working days of the Step 2 meeting. The Company Security Division Manager or Company Human Resources Manager will communicate with the Union Business Agent within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- b. If settled, within three (3) days from the settlement date, a detailed report of the facts and circumstances of the agreed to action or settlement will be prepared and delivered to the Company.

STEP 4.

- a. If the grievance is not settled in Step 3, then the Union may, within twenty (20) working days after the final Step 3 meeting, refer the matter to Arbitration.
- b. Such arbitrator shall not have the power to alter this Agreement or any of its terms, in any way. The arbitrator shall be selected and the arbitration conducted under the then-prevailing rules and regulations of the American Arbitration Association. The arbitrator, upon notice to both parties, hears the issues involved. His or her decision shall be submitted in writing and shall be final and binding upon the parties.

In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost. The arbitrator shall not have the authority to consider any grievance involving a discharge under Article VI – Section 2.

The fee of the arbitrator and administrative charges of the American Arbitration Association, shall be borne totally and equally by both parties.

ARTICLE XVII - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

ARTICLE XVIII – VACATIONS

SECTION:

1) Each employee of the Company shall be entitled to a paid vacation according to the following schedule. Part-time employees will be entitled to pro-rated vacation hours based on years of service and number of hours actually worked in the previous year.

LENGTH OF SERVICE	VACATION
1 year	2 weeks
5 years	3 weeks
15 years	4 weeks
25 years	5 weeks
30 years	6 weeks

2) There shall be no carry-over of vacation from year to year, in the event any employee will lose his or her vested unused vacation time under the no carry-over rule the employee will receive pay at their normal base hourly rate in lieu of the accrued unused vacation. Employees may cash-out unused vacation during the year.

3) Active Duty Military: Employees deployed on active military duty in excess of 90 consecutive days shall not be subject to the loss of any vacation time vested or vested prior to deployment (Article XVIII section 2). Such vacation time will be available for 12 months after return from active duty.

4) The length of service shall be construed to mean all service with present Company and Predecessor Company in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Pittsburgh, Pennsylvania.

5) Pro-rated vacation

a) Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death, will receive pro-rated vacation pay calculated on the basis of one twelfth (1/12) for each month of service completed since the prior anniversary date.

b) Employees who have taken a leave of absence without pay beyond 30 (30) calendar days, pursuant to Article XX, shall be entitled to a pro-rated vacation for the following vacation year.

6) Vacation Scheduling

In order to insure distribution of vacation time the following procedure will be used:

- a) Starting with the most senior employee and working through the seniority list, each employee will pick 50% of their vacation time.
- b) Days can be picked randomly throughout the year. (Remember your anniversary date: if you do not get your vacation until November, you cannot pick vacation before November unless you have vacation time remaining from the previous year)
- c) When a holiday falls during an employee's vacation time, the employee will be given the holiday off.
- d) Changes in vacation schedule must be approved by the shop steward and submitted to the company for approval two (2) weeks prior to the scheduled vacation. Employees will have three (3) working days to reschedule the days or the days will be assigned.
- e) When rescheduling, employees cannot pick a day already picked by another employee
- f) Management will post the canceled days on the bulletin board, located at Building 923, other employees can bid them, seniority will determine who get the dates posted.
- g) There will be no changing scheduled vacation days with another employee as this could disrupt the seniority selection system.
- h) Vacation schedules will be posted on the bulletin board at Building 923 for review.
- i) In the event of an employee death, any unused vacation will be paid with the last check issued to the employee.

7) One (1) day vacation pay for full-time employees shall be equal to the compensation the employee receives when the employee works his/her normally scheduled workday. One-week vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workweek.

8) Only one (1) bargaining unit employee shall be permitted to take his or her vacation on any single day, unless the company has sufficient staffing to let more than one (1) bargaining unit employee take vacation at a time.

ARTICLE XIX – HOLIDAYS

- 1) Full time employees shall receive ten (10) paid holidays per year. Part-time employees shall receive pro-rated holiday pay based on hours worked.

Holidays designated as the Department of Energy National Energy Technology Laboratory holidays:

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New Year's Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
Martin Luther King Jr	Christmas Day

- 2) In addition to these listed days, during which the facility is closed, as set forth in this Article:
- a. The Company agrees to pay its employees for any day that the Federal Government declares a holiday and the employees are not able to work due to the closing of the facility, provided the Government reimburses the Company for such wages.
 - b. Holiday pay shall be computed for all employees in the same manner in which vacation pay is calculated as indicated in Article XVIII of this Agreement.
 1. Employees who work on a holiday shall receive time and one half for the hours worked that day in addition to the holiday pay.
 2. Holidays not worked will be paid at straight time wage rates.

ARTICLE XX - PERSONAL DAYS / SICK DAYS

Section 1:

Full-time bargaining unit employees shall receive five (5) paid personal days and two (2) sick days; Part-time bargaining unit employees shall receive two (2) paid personal days and one (1) sick day per year after one (1) year of continuous site service. The employee shall notify the company four (4) hours prior to the requested Personal Day / Sick Day except in case of an emergency. Personal Days shall not be utilized as extended vacation or holiday. Personal days will be made available each June 1 after the one (1) year of continuous site service.

Section 2:

When new employees reach their one year anniversary prior to June 1, they will receive, on that anniversary, leave prorated from the anniversary date to June 1, thereafter receiving the personal days on June 1.

Section 3:

Perfect attendance may be rewarded by allowing personnel with perfect attendance to "carry-over" their personal and sick days to the next year. This "carry-over" will not exceed the total of personal and sick time for any two year period combined. For the use in this section, "perfect attendance" is defined as the lack of any unscheduled absence from work.

ARTICLE XXI - LEAVE OF ABSENCE

A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval of the employee's Supervisor submitted at least fifteen (15) days in advance

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of expected date of the leave of absence, providing the employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources. Such leave-of-absence may be extended for good cause shown, upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated their employment with the Company.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits.

ARTICLE XXII – FUNERAL / BEREAVEMENT LEAVE

An employee who has completed their probationary period shall be entitled to a leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled workdays lost in the case of death in his or her immediate family (mother, father, mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, grandparents, legal guardian, husband, wife, daughter, son, grandchildren) provided the leave of absence is taken during the period between the date of death and the day following the burial or other memorial service, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

ARTICLE XXIII JURY DUTY

An employee who has completed their probationary period and who serves on jury duty shall be compensated by the company in the amount of the difference between his or her regular scheduled workdays lost and the amount received as jurors' fees up to a maximum of two (2) weeks. Whenever the employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall advise their supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury duty if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury duty.

ARTICLE XXIV – SHIFT DIFFERENTIAL –

All bargaining unit employees who are scheduled to commence work on the second and third shifts shall receive a \$0.50 premium for hours worked on those shifts.

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ARTICLE XXV - WAGES

	<u>11/01/08</u>	<u>11/01/09</u>	<u>11/01/10²</u>	<u>02/01/12</u>	<u>02/01/13</u>
LIEUTENANT	\$16.91	\$17.52	\$18.78	\$19.44	\$20.12
SERGEANT	\$16.33	\$16.92	\$18.09	\$18.72	\$19.37
GUARD II	\$15.75	\$16.32	\$17.19	\$17.79	\$18.41
NEW HIRES	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00

New hires pay will increase over a nine (9) month period until it reaches Guard II rate, receiving incremental increases at three (3) month intervals.

ARTICLE XXVI - HEALTH AND WELFARE BENEFITS

- 1) The Company shall provide Health and Welfare Benefits for all full time employees at the rate of \$3.50 per hour paid, up to 40 hours per week. Benefits will be subject to the most current wage determination sheet issued by the U.S. Department of Labor and pay increases will be made once the modification to the contract is approved by the Department of Energy.
- 2) Health and Welfare Benefit:
 - a. Full-time employees can choose to receive the Health & Welfare benefits as cash-in-lieu-of benefits, or to participate in the group insurance plan.
 - b. The plan must have at least two (2) employee members.
- 3) The Company shall provide part-time employees with \$ 3.50 per hour worked in lieu of benefits.

Back Premiums

- 4) The Company will pay the total amount necessary to cover back premiums (February, March & April of 2011) in order to reinstate the plan. The amount needed to pay the balance of the total back premium will be deducted equally from all participants' pay (in an equal amount per paycheck) AFSI shall notify the employees of the amount of such deduction.
- 5) The Union shall indemnify the Company against and save it harmless for any claims, loss, damages, cost or expense arising out of the administration of this plan for the employees, the intent being that AFSI shall have no financial obligation other than paying, and remitting to the insurer, the above-stated Health and Welfare Benefit amount (\$3.50 per hour) plus any deficit amount. If conflict should arise between this Collective Bargaining Agreement and the Insurance Plan, the plan will be the controlling document.

² Memorandum of Understanding dated 11/1/2010 between Union and Ameritex Security

Current and Future Premium payments

- 6) Current premiums are set for one year and new premium amounts are expected to be provided by the insurance carrier in November of each year. This insurance coverage will be reviewed every December for any changes in cost that may impact the group as a whole. If any premium in excess of the Health and Welfare Benefit amount (\$3.50 per hour paid) remains due for the past year or increases for the next year are necessary, that amount will be deducted equally from all employee participants with employee/spouse or employee/family plans. If the fund produces an excess, the excess will be equally distributed to the members who have selected single coverage.
- 7) During the annual review and renewal, changes may be made to this group health insurance plan to reduce premiums (such as: varying deductible amounts or types of coverage to lower the premium amount).
- 8) Members may opt-out or opt-in only during the review period (November / December) to be effective at the plans annual end or beginning.

ARTICLE XXVII - DISCHARGE

Notwithstanding Article VI, Section 2, no employee shall be discharged or disciplined except for just cause, provided, however, that the Company shall have the right to discharge for any reason any new employee during the first ninety (90) working days of his or her employment actually worked by the employee. Warning notices that do not involve disciplinary time off shall be voided after six months.

ARTICLE XXIII - LIGHT DUTY ASSIGNMENTS

The Company shall make a reasonable accommodation to employees who are disabled. This provision shall not be construed to require the Company to create jobs or work it does not have or to employ persons not capable of performing the available work with reasonable accommodation. The Company shall be permitted to require appropriate medical certification, on a continuing basis, from persons for whom reasonable accommodation has been made. This provision shall take precedence over Article VII to the extent a conflict arises.

ARTICLE XXIX – LOCAL ISSUES

Training – All required training or certifications shall be paid for by the Company; however will be the responsibility of the employee to maintain.

ARTICLE XXX - TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st day of November, 2011, and shall remain in full force and effect up to and including the 31st day of January 2014.

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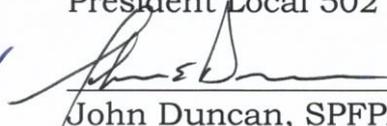
AHTNA FACILITY SERVICES, INC.

THE SECURITY*POLICE*FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AFFILIATED LOCAL UNION No. 502

 Date 11/3/2011
Brenda Rebne, President, AFSI

 Date 11/07/2011
Stephen W. Larkin,
International Representative, SPFPA
President Local 502

 Date 11/3/2011
Donna Freitas, COO, AFSI

 Date 11/07/2011
John Duncan, SPFPA Steward

 Date 11-3-2011
Fin M. Johnson
Security Division Manager, AFSI

 Date 11/7/11
Kevin Reffert, SPFPA Steward

 ORIGINAL