**Collective Bargaining Agreement**

**Between**

**G4S Regulated Security Solutions, a Division of G4S Secure Solutions (USA) Inc.,**

**f/k/a The Wackenhut Corporation**

**and**

**International Union, United Government Security Officers of America (UGSOA)**

**and its**

**Affiliated UGSOA Local Union No. 28**

**at the**

**Monticello Nuclear Plant**

**Monticello, MN**

**January 3, 2011 – January 2, 2014**

MONTICELLO NUCLEAR POWER
COLLECTIVE BARGAINING AGREEMENT
BETWEEN G4S REGULATED SECDURITY SOLUTIONS, A DIVISION OF G4S SECURE SOLUTIONS, f/k/a THE WACKENHUT CORPORATION AND
INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA (UGSOA) AND ITS AFFILIATED LOCAL #28

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**AGREEMENT**

THIS AGREEMENT made and entered into this third day of January, 2011 by and between G4S REGULATED SECURITY SOLUTIONS, A DIVISION OF G4S SECURE SOLUTIONS (USA) INC., f/k/a THE WACKENHUT CORPORATION, hereinafter referred to as the "Employer" and INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) and its AFFILIATED UGSOA LOCAL UNION NO. 28, hereinafter referred to as the "Union."

**ARTICLE 1
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of negotiating rates of pay, hours of work, and conditions of employment for all full-time and regularly scheduled part-time nuclear security officers and watchpersons employed by the Employer at the Monticello Nuclear Generating Plant, but excluding temporary employees, casual employees, office clerical, and supervisors as defined in the Act.

**ARTICLE 2**

**MANAGEMENT RIGHTS**,

This Agreement shall not be construed to infringe or impair any of the normal management rights of the Employer which are not inconsistent with the provisions of this Agreement. Included among management rights is the authority to administer and/or manage the Employer's business, including but not limited to the direction of the working force; the right to hire, discipline, suspend or discharge employees for just cause, to relieve employees from duty because of lack of work or at client request, to assign shifts, to require employees to observe Employer as well as Client and NRC rules and regulations, to establish and enforce rules and regulations, to plan, direct, control and continue operations, to establish and change work schedules and assignments, to select and determine the number and classification of employees necessary to perform operations, to determine when overtime shall be worked, to determine the number, location and types of guard posts, or to discontinue temporarily or permanently any posts, to determine the method and manner of operations, to establish the standards of work performance for employees, to introduce new or improved methods, to change existing business practices, shall be vested exclusively in the Employer. This statement of management rights which remains unimpaired by the Agreement is not intended to exclude others which are not mentioned herein. In exercising these rights, it is also agreed the Employer will not violate any of the provisions of this Agreement.

**ARTICLE 3**
**UNION MEMBERSHIP**

 3.1 It is mutually agreed that, as a condition of employment, all employees covered by this Agreement shall become members of the Union after the 30th day following the actual beginning of such employment, or the effective date of this Agreement, whichever is the later; and that thereafter as a requisite of continued employment such employees, including those presently members of the Union, shall remain members in good standing in the Union.

3.2 The Union agrees to accept as a member, upon application and without discrimination, any new employee who may be hired by the Employer for employment within the bargaining unit.

3.3 Employees losing membership in the Union due to failure to pay the periodic Union dues

or uniform initiation fees shall not be retained in the employ of the Employer. The names of employees who have thus lost their standing in the Union for the above reason, and whom the Union specifies to be discharged for that reason, are to be submitted to the Employer in written notice from the Union, signed by the President of the Union.

3.4 Nothing contained in this Article, or in this Agreement, shall be construed so as to require the Employer to violate any applicable law, state or federal, including, but not by way of limitation, the Labor Management Relations Act of 1947, as amended.

**ARTICLE 4
DUES CHECK-OFF**

4.1 Subject to the limitations of any state or federal law, the Employer agrees to deduct from the paycheck earned each second pay period of each calendar month by an employee covered by this Agreement, the Union membership dues and initiation fees levied by the International Union or the applicable Local Union in accordance with said Union's Constitution and By-Laws, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, containing the employees name, social security number and signature authorizing the Employer to make such deductions. The Employer will be advised by the Union of the exact dollar amount due from each employee. The Union shall furnish the Employer by the fifteenth (15th) day of each month any authorizations which have been executed.

4.2 The Check-off Authorization Card to be executed and furnished to the Employer by the Union and the employees shall be the official Union AUTHORIZATION FOR CHECK-OFF OF DUES. No other form shall be accepted by the Employer unless the substitute is mutually agreed to by the parties.

4.3 All sums collected in accordance with such signed authorization cards shall be remitted by the Employer to the Financial Secretary/Treasurer of the Union not later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by the Employer.

4.4 The Union accepts full responsibility for the authenticity for each Check-off card submitted by it to the Employer, and any authorizations which are incomplete or in error shall be disregarded by the Employer, and shall be returned to the Union for correction. The Union agrees that, upon receipt of proper proof, it will refund to the employees any deduction erroneously or illegally withheld from an employee's earnings by the Employer which has been transmitted to the Union by the Employer. The Union further agrees to indemnify the Employer and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.

4.5 No deductions of Union dues will be made from the wages of any employee who has executed a Check-off form and who has been transferred to a job not covered by this Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed, provided the employee has not revoked the assignment in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

4.6 Collections of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deduction.

4.7Deductions of membership dues shall be made in the flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Employer to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

**ARTICLE 5
UNION REPRESENTATION**

5.1 In order to provide a system of union representation on the site, the Union shall provide to the Employer's Site Security Manager a list of names of the shop steward and executive board members who shall act and function as union representatives on shift.

5.2 The names of the shop steward and executive board members shall be given to the Employer in writing and signed by the Union President before the effective date of their appointment. Any changes in the shop steward or executive board members must be provided to the Employer in writing and signed by the Local President. Recognition of these positions by the Employer will commence upon receipt of the above-referenced notification letter.

5.3 When the shop steward is available on shift, he shall function as the Union representative. In the event the shop steward is not present, the Union representative shall be the first available executive board member as cited on the list provided to the Employer.

**ARTICLE 6
EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Union agree to maintain a policy of non-discrimination in accordance with applicable federal laws by reason of age, sex, creed, race, color, or national origin. The use of one gender in this Agreement shall include the other gender.

**ARTICLE 7**
**GRIEVANCE AND ARBITRATION PROCEDURE**

7.1 For the purpose of this Agreement a grievance is defined as a difference of opinion, controversy, or dispute between the Employer and an employee regarding only the meaning or application of this Agreement.

7.2 In order to establish effective machinery for a fair, expeditious, and orderly adjustment of grievances, the parties agree that, in the event any grievance arises over the interpretation or application of any provisions of this Contract, it will be settled by the following procedure.

7.2.1 **STEP 1** - An employee who believes he has a grievance shall discuss the grievance with his shift supervisor or his designee within five (5) calendar days (excluding Saturdays, Sundays, and Holidays) after the occurrence of the facts giving rise to the grievance in an attempt to settle the grievance.

7.2.2 **STEP** 2 - If the matter is not resolved in Step 1, the grievance shall, not later than ten (10) calendar days (excluding Saturdays, Sundays, and Holidays) after the occurrence of the facts giving rise to the grievance, be reduced to writing setting forth the facts in detail, and specifying the Article and Section/Paragraph allegedly violated, and signed by the aggrieved employee and the Union Committeeman, and shall be submitted to the Site Manager or his designee.

7.2.2.1 The Union President, or his designee, have the option to request a meeting with the Site Manager or his designee, not later than ten (10) days (excluding Saturdays, Sundays and Holidays) from the date the grievance is presented to the Site Manager or his designee at this Step 2 of the procedure.

7.2.2.2 The Site Manager or his designee will have ten (10) calendar days (excluding Saturdays, Sundays and Holidays) from the date the grievance was presented to him to answer the Union President, in writing, with a copy to the aggrieved employee and the Union Committeeman.

7.2.3 **STEP** 3 - If the grievance is still unsettled, the International Union representative or his designee will contact the Employer's Corporate V.P. Labor Relations or his designee and shall schedule a time for the International Union representative or his designee and the Employer's V.P. Labor Relations or his designee within thirty (30) calendar days to review and discuss the grievance. The Employer’s V.P. Labor Relations or his designee shall have fifteen (15) calendar days after that discussion to respond in writing to the International Union representative or his designee.

7.3 Grievances which have been processed in accordance with the requirements of the above paragraphs and which remain unsettled shall be processed to arbitration in accordance with the following procedures and limitations.

7.4 The Union International representative, or his designee within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) after the rejection of the grievance by the Employer's Corporate V.P. Labor Relations, or his designee, will, in writing, notify the Employer's Corporate V.P. Labor Relations or his designee of the Union's intent to invoke arbitration. The Employer and the Union will jointly attempt to agree upon the selection of a neutral arbitrator, to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators to hear the case. A copy of this request will be sent to the Employer. This request will be made within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) after failure of the parties to agree upon an arbitrator. Within thirty (30) days of receipt of the list, an Arbitrator will be selected from the list, by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

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

7.6 The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Unless written authority is given, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by the parties.

7.7 The arbitrator's authority shall be limited to finding a direct violation of the express purpose of the Agreement provision or provisions in question rather than an implied or indirect purpose. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement. It is both understood and agreed that the grievance / arbitration provisions of this Agreement are intended as the sole source of redress of all grievances and/or disputes arising out of the employment relationship. Therefore, before any other charge is made including ULP, Title 7 action or suit is brought, the matter shall first be handled under this Article.

7.8 Any grievance involving discharge, suspension or layoff shall be commenced at Step 2 of this procedure, and the written grievance shall be presented to the Site Manager or, in his absence, to his designee within five (5) calendar days (excluding Saturdays, Sundays and Holidays) after the occurrence of the facts giving rise to the grievance.

7.9 Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the Union, in strict accordance with the time limitations and procedures set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence on these time limitations. Failure of the Employer to act within the time frame required will entitle the grievant to the next step. In any particular case, any time limit specification may be extended by mutual agreement between the Employer and the Union in writing.

**ARTICLE 8
NO STRIKES - NO LOCKOUTS**

8.1 During the term of this Agreement, or any renewal or extension thereof, neither the Union, its officers, officials representatives, agents, members or any employee will authorize, instigate, aid, condone, promote, participate in or engage in any strike, including sympathy strike, work stoppage, slowdown, boycott, picket line, unfair listing, sit-down, sit-in, refusal to cross any picket line, or other interruption, refusal, cessation, limitation or interference with the Employer's work or the business of the Employer, or any impeding of business of the Employer, regardless of whether there is a claim by the Union of breach of this Agreement, or of federal, state or local law by the Employer. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action.

8.2 During the term of this Agreement, the employer will not lock-out the employees. The term "lock-out" as used herein does not include the failure to return to work of employees or the discharge, suspension, termination, shutdown, lay-off, or failure to recall by the Employer or the exercise of any of the management rights normally possessed by the Employer.

8.3 In the event of any work stoppage by another labor group or organization involving the client's property or operations the employees covered under this Agreement will continue to man posts for the protection of life and property, and protection of security interests.

**ARTICLE 9
DEFINITIONS**

9.1 A regular full-time employee under this agreement is one who is regularly scheduled to work an average of forty (40) hours per week per pay period, or who has worked at least 1664 hours as a part-time employee during the preceding calendar year. All other employees under this Agreement shall be classified as regular part-time employees.

9.2 The term "security officer" shall mean an employee who has successfully completed:

9.2.1 the physical and mental examinations and re-examinations as required by the United States Government and/or the State Government, and/or the Employer, and/or the client,

9.2.2 and passes all the necessary firearms training requirements and meets all necessary firearms qualifications and requalifications as required by the United States Government, and/or the State Government, and/or the Employer and/or the client; carries a firearm as part of his job requirements,

9.2.3 all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training programs and/or security requirements as required by the United States Government, and/or State Government, and/or the Employer and/or the client at present or in the future.

9.3 The term "watchperson" shall mean an employee who is not required to meet the requirement standards and qualifications of an armed nuclear security officer, but has successfully completed:

9.3.1 the physical and mental examinations and re-examinations as required by the United States Government and/or the State Government, and/or the Employer and/or the client,

9.3.2 all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training programs and/or other security requirements as required by the United States Government, and/or State Government, and/or the Employer and/or the client.

**ARTICLE 10**

**SENIORITY**

10.1 The seniority of employees covered by this agreement shall be the date of hire or rehire into their classification after completion of their initial certification period while working for this Employer. All employees hired by the Employer effective 5/1/95, will retain their individual seniority date which they held with the previous employer.

10.2 An employee must have sixty (60) calendar days of service with the Employer after completion of "initial certification training" in classification in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on probation and he may be disciplined or his services may be terminated at the sole discretion of the Employer without any recourse by said probationary employee to the grievance procedure set forth in this Agreement. The Employer, in exercising its rights of this Section, will not violate Article 6 of the Agreement. At the end of such probationary period, the employee shall acquire seniority from the first day worked per Section 10.1 above. Any absence of an employee during his/her probation may, at the Employer's discretion, extend said probation by a like period of time.

10.3 Where two (2) employees have the same first day worked at the Monticello site, the employee with the lowest of the last four digits of his social security number will be regarded as the senior employee of record for the seniority provisions of this agreement.

10.4 Seniority shall govern lay-off, recall, classification and shift opening/assignments. Lay-offs within a job classification shall be made in the following order at the Monticello site:

10.4.1 Probationary employees

10.4.2 Regular Part-time employees

10.4.3 Regular Full-time employees

10.4.4 Regular Full-time employees and regular part-time employees shall be kept on separate seniority lists. A full-time employee who is involuntarily reduced to part-time status due to a reduction in force shall be ranked ahead of other part-time employees.

10.4.5 Voluntary lay-off / Recall - In the case of a reduction in force, employee(s) may request to be laid off out of seniority order. If no one volunteers, the least senior employee(s) will be laid off. It is understood that employee(s) taking the voluntary reduction may only return at the time of a recall. Recalls shall be made in the reverse order of lay-offs.

10.4.6 Any bargaining unit employee who is promoted to a higher bargaining unit classification will retain his/her bargaining unit seniority for benefit purposes.

10.5 An employee shall lose all seniority rights and his employment will be terminated if he:

10.5.1 quits.

10.5.2 is discharged for just cause.

10.5.3 is absent (no call/no show, on a scheduled work day), without notifying the employer, or fails to return from an approved leave of absence on the scheduled date of return, except where such employee shows reasonable cause for failure to give such notice or failure to return to work, which reason is acceptable to the Employer.

10.5.4 fails to work following recall after a lay-off within three (3) days after being notified by telegram or registered mail, use of which means shall be considered to be notification, sent to his last known address, except where such employee (within fifteen (15) calendar days but not thereafter) shows reasonable cause for failure to so report, which reason is acceptable to the Employer.

10.5.5 failure to work for the Employer for any reason for twelve (12) months or length of employment, whichever is less.

10.5.6 fails to meet a qualification or re-qualification requirements in accordance with the Site Security Plan or Government Agency.

10.5.7 is permanently denied unescorted site access at the nuclear power facility.

10.6 The Employer agrees to furnish the local union with an up-to-date seniority list in June of each year of the Contract.

10.7 An employee who transfers out of the bargaining unit to a supervisory position will not accumulate seniority. If the employee returns to the bargaining unit within a six (6) month period, the employee will lose his seniority rights in the bargaining unit for the period of time while he was out of the bargaining unit. If the employee remains outside the bargaining unit over six (6) months, his seniority will be terminated in the bargaining unit.

10.8 Bargaining unit employees will not be promoted out of the bargaining unit without their consent.

**ARTICLE 11
HOURS OF WORK**

11.1 The work week shall commence on Monday at 0600 hours and end one hundred sixty-eight (168) hours later. The foregoing is descriptive only. Nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week.

11.2 The workday is defined as the twenty-four (24) hour time period commencing with the employee's regular starting time.

11.3 The employer agrees to notify the union of changes to work schedules and meet with the union to discuss the effects of any such changes.

**ARTICLE 12
WAGES AND CLASSIFICATIONS**

12.1 See Schedule A.

**ARTICLE 13**

**HOLIDAYS**

13.1 A regularly scheduled full-time employee not assigned to work a shift on the holidays listed in Section 13.2 of this Article shall receive eight (8) hours pay at his base, straight‑time wage rate for each holiday. Holiday pay is not to be construed as time worked or paid for the purpose of computing hours worked to compute overtime pay.

13.2 The following holidays shall be designated as paid holidays.

New Year's Day Thanksgiving Day

Good Friday Day After Thanksgiving Day

Memorial Day Christmas Eve

Independence Day Christmas Day

Labor Day

For pay purposes the holiday shall commence at 0600 hours on the calendar day of the holiday and end at 0600 hours the day thereafter. A regular full-time security officer or a regular full-time watchperson shall be paid two (2) times his base, straight-time wage rate for work actually performed during the above referenced time period.

13.3 In order to receive pay as provided in Sections 13.1 and 13.2 of this Article, the employee must work and complete his entire regularly scheduled work shift before and his entire first regularly scheduled work shift after the aforesaid holidays. A regularly scheduled full-time employee who is scheduled to work on a holiday and who fails to work shall forfeit holiday pay.

13.4 Regular full time security officers and regular full time watch persons shall be entitled to one (1) personal holiday each calendar year. Personal holiday shall be scheduled by mutual agreement between the employee and his Shift Supervisor or his designee. Pay for personal holiday shall be eight (8) hours at the employee's straight time hourly pay rate. Personal holiday cannot be carried over from one (1) calendar year to another. Employees shall be paid for unused personal holiday not later than the second pay period following the end of the calendar year. Hours paid under this section will not be considered as hours worked for the purpose of computing overtime. Personal holidays may be banked. Banked holidays will be allowed to be carried over for a one year period. The one year period is initiated from the date that it was earned. (Example: Christmas, 2010 can be banked until Christmas 2011.)

13.5 Banked Holidays

13.5.1 Banked holidays are only applicable to full-time regular employees.

13.5.2 An employee may, at his option bank not more than three (3) holidays per calendar year.

13.5.3 An employee who is scheduled to work on a holiday who elects to bank that holiday must, on that holiday, write in on the weekly time sheet they are banking that holiday.

13.5.4 Employees who bank a holiday shall be paid their straight-time hourly rate for all hours worked on the holiday they have banked. Such hours worked shall be considered as a regular workday.

13.5.5 Employees who wish to use a banked holiday must in writing, submit their request to the Operations Supervisor or his designee not less than fourteen (14) days in advance of the date requested.

13.5.6 The approval of banked holiday requests are at the sole discretion of the Employer.

13.5.7 Banked holidays when taken shall be eight (8) hours at the employee's straight-time hourly rate. Hours paid under this section shall not be considered as time worked for the purposes of computing overtime.

13.5.8 Unused banked holidays will be paid not later than the second pay period following the one year period after the banking of said holiday.

**ARTICLE 14**

**VACATIONS**

14.1 During the first year of active, continuous service, completed from the employee's site hire date, a regular full-time security officer or a regular full-time watchperson shall be entitled to vacation entitlement accrued at the rate of 3.33 hours per month at his base, straight-time wage rate.

14.2 After the completion of one (1) year active, continuous service completed from the employee's site hire date, a regular full-time security officer or a regular full-time watchperson shall be entitled to vacation entitlement accrued at the rate of 7 hours per month at his base, straight-time wage rate.

14.3 After the completion of seven (7) years active, continuous service completed from the employee's site hire date, a regular full-time security officer or a regular full-time watchperson shall be entitled to vacation entitlement accrued at the rate of 10 hours per month at his base, straight-time wage rate.

14.4 Probationary employees are not permitted to receive pay for accrued vacation or take vacation until completion of the employee's probation period.

14.5 The Employer will pay accrued vacation upon written request by the employee. During their current anniversary year of employment, employees may receive paid vacation in advance for vacation hours they will accrue during that anniversary year of employment.

However, it is agreed that the employee will reimburse the Employer for all used but not accrued vacation hours, if any, at the time of their termination of employment with the Employer. The Employer reserves the right to deduct such owed moneys from the last paycheck earned by the employee in accordance with State and Federal Law. Employees who receive vacation pay in lieu of taking vacation shall not be permitted to take unpaid time off.

14.6 Vacations may be taken in at least four (4) hour increments.

14.7 Employees who fail to request vacation time off in writing at least 21 days in advance of the requested vacation date may request vacation time off up to fifteen days prior to the desired day(s). It is understood that the granting of vacations is subject to demonstrable, operational and manpower requirements, i.e. NRC and client, etc.

14.8 Vacations will be granted to at least two (2) security officers per team at the same time according to manpower requirements and management approval. The employer agrees to allow as many additional Officers off per team, per day, if operational necessity allows.

14.9 Employees changing shifts after selecting a vacation must select a new vacation from the weeks still available for that shift.

14.10 Vacation cannot be carried over from one (1) anniversary year of employment to another. Unused accrued vacation shall be paid after the completion of each anniversary year of employment.

14.11 Hours paid under this article shall not to be considered as time worked for the purpose of computing overtime.

14.12 When operational necessity permits, employees may request short notice vacation.

**ARTICLE 15
INSURANCE BENEFITS**

15.1During the term of this Agreement, insurance benefits, as described below, are provided to regular Full-time employees the first of the month following completion of ninety (90) days of employment.

15.1.1 **MEDICA MCC2 Health Plan**

**Employee coverage -** The Employer will pay 80% of the monthly premium and the employee shall pay 20% of the monthly premium through payroll deduction.

**Dependent coverage – The Employer and Employee will pay the following percentage of monthly premium for dependent coverage:**

**Employer Employee**

**2011 65% 35%**

**Jan. 1, 2012 75% 25%**

**Jan. 1, 2013 80% 20%**

In March 2010, if health insurance premiums are projected to increase by more than 12%, the employer and the union agree to open the contract for the sole purpose of negotiating over health insurance benefits. All other provisions of the contract remain in full force and effect.

15.1.2 **Employee Life Insurance-$35,000, AD&D $35,000 -** Monthly premium for Life and AD&D insurance will be paid by the employer.

15.1.3 **Employee Short Term Disability Plan -** (weekly accident and sickness) 60% of straight-time earnings up to a maximum of $500 weekly for 13 weeks. Monthly premium for STD will be paid by the employer. Accrued personal time must be used before payment is made under the STD benefit.

15.1.4 **Dental Plan**

**Employee** coverage - The Employer will pay 80% of the monthly premium and the employee shall pay 20% of the monthly premium through payroll deduction.

**Dependent coverage -** The Employees shall pay 100% of the monthly premium through payroll deduction for eligible dependents enrolled in the Plan.

15.1.5 Employees and their dependents are subject to the Rules and Regulations of the aforementioned Plan(s).

15.1.6The Employer reserves the right to provide similar coverage with another carrier.

15.1.7 Employee Co-Pay monthly premiums, and dependent coverage monthly premiums are subject to change at the beginning of the respective Plan years. It is understood that insurance premiums will not be increased more than once per year i.e. health plan, dental plan.

15.1.8 Effective January 1, 2010 the employer will pay 100% of the premium for an employee only vision plan.

15.2 If any federal or state statute, local ordinance or other legislation is enacted during the term of this Agreement which affects employee health insurance, the Company or the Union may re-open the provisions of this Article that relate to health insurance and commence bargaining on those provisions, but only on those provisions.  In the event of such a re-opener, it is expressly agreed and understood that all provisions of the Agreement shall remain in full force and effect and are unimpaired by the re-opener.

**ARTICLE 16**

**PERSONAL TIME**

16.1 Regular full-time security officers and regular full-time watchpersons who have successfully completed the probationary period shall accrue personal time at the rate of four (4) hours per month, up to a maximum of forty eight (48) hours in a calendar year.

Employees may use in advance of being accrued, personal time they are projected to accrue in the current calendar year of employment. However, it is agreed that the employee will reimburse the Employer for all used but not accrued personal time, if any, at the time of their termination of employment with the Employer. The Employer reserves the right to deduct such owed moneys from the last paycheck earned by the employee in accordance with State and Federal Law.

16.2All personal time will be paid in increments of twelve (12) hours. However, employees may not request personal time for hours that exceed the number of hours they are scheduled on a shift. Employees may be granted paid personal time only if the employee requests personal time off, in writing, at least four (4) days prior to the designated date, and the Shift Supervisor or his designee, approves the date. However, paid personal time may be used for emergency reasons which must be clearly explained to, and approved by the employee's Shift Supervisor at the time of request.

16.3 Employees, requesting personal time off at least four (4) days prior to the desired day off; will utilize benefit time hour for hour of time taken off. Employee's who do not take a complete shift of personnel time off are required to work the remaining shift hours not taken as personal time.

Employees, who call off regardless of the reason prior to the start of their assigned shift, will be charged twelve (12) hours benefit time.

Employees, who request personal time off less than four (4) days prior to the desired day off, and/or after the start of their assigned shift; will utilize benefit time hour for hour of time taken off. Employee's who do not take a complete shift of personnel time off are required to work the remaining shift hours not taken as personal time.

Should it be determined by either party that the provisions of this section are being abused it is agreed that the Union and Employer will meet and resolve the issue.

16.4 Personal time may not be carried over from one calendar year to another. Employees shall be paid at their current straight-time hourly pay rate for accrued but not used personal time not later than the second pay period following the end of the calendar year.

16.5Hours paid under this Article shall not be considered as hours worked for the purpose of computing overtime.

16.6Any employee who works a complete year with no short notice call-offs or incomplete shifts, shall be awarded one extra personal day to be used in the next year.

16.7Seniority employees will be granted one (1) day of personal leave without pay. Such unpaid time off is in addition to four (4) days provided under Section 16.1 above.

**ARTICLE 17**

**UNIFORMS**,

17.1 The Employer shall provide at no cost to the employee all appropriate and required uniforms and equipment. The Employer shall also provide at no cost to the employee any special equipment needed by the employee to perform their normal duties, i.e., maternity uniforms, special duty belts, extra small or extra large uniforms. In addition, the Employer shall provide at no cost to the employee uniform, repair, alterations and replacements. Replacement or repair of uniforms required due to employee loss or neglect will be chargeable to the employee. Upon termination of employment employees must either turn in their uniform and equipment issue or pay for same.

17.2 During the term of this Agreement, the Employer will pay a shoe allowance up to one hundred and twenty five ($125) dollars annually, effective January 1, 2010, for the purchase of footwear as prescribed by the Employer, once each year from the date the employee received their last allowance. In order to receive shoe allowance the employee will provide the Employer with a receipt of purchase showing the date, amount of purchase and shoe style.

**ARTICLE 18**

**LEAVES OF ABSENCE**

18.1 Leaves of Absence for a minimum of seven (7) days, but not more than thirty (30) days for good and sufficient reason subject to Employer manpower requirements may be granted a regular full-time employee at the sole discretion of the Employer. For instances of non-medical leaves of absence, it is understood that all accrued or banked compensable time or non-accrued compensable time that is available to be used, will first be allocated to such leave, and when such accrued or banked compensable time or non-accrued compensable time that is available to be used, is exhausted, the remaining portion of the leave will be unpaid. In the case of a medical leave of absence, the employee must use all accrued Personal Time days and non-accrued personal time available to be used, prior to the granting of a medical leave of absence. The said employee seeking such leave of absence without pay shall put said request in writing to the Employer's Site Security Manager, citing the reason for such request, the calendar period of such request and the expected date of return. If such leave of absence without pay is granted, a written notice of approval from the Employer's Site Security Manager will be given the employee confirming the date of the leave of absence and the expected return date. Any request for renewals for additional leave of absence must be submitted in writing by the employee citing the reason for such request, calendar period of such request and the expected date of return to work. Any such renewal for additional time shall be granted at the sole discretion of the Employer's Site Security Manager. Seniority and Employer-paid benefits shall accumulate during any such initial seven (7) to thirty (30) day leave of absence. It is understood that an employee on such leave of absence without pay will not accept other employment. It is understood that the employee who is on such leave shall be returned to his/her original crew position that was assigned prior to said leave of absence.

18.2 Maternity/paternity leaves shall be in accordance with the law.

18.3 Military leave shall be as provided by law.

18.4 Family Leave Act shall be as provided by law.

18.5Any failure by an employee to return to work on the approved return to work date shall constitute a voluntary resignation, unless a late return is approved by the Site Manager.

**ARTICLE 19**

**TRAINING**

Employees will be paid for actual time spent for training and requalification at the applicable wage rate. For off-site training, the employee will be reimbursed at the corporate rate for actual mileage from the plant site to said remote training site, and back to the plant, on the route designated by the Employer. Off-site training under this article does not include either the present range immediately adjacent to the plant property at Monticello or the Monticello Training Center.

**ARTICLE 20**

**FUNERAL PAY**

20.1 A regular full-time security officer or a regular full-time watchman who has completed his probationary period will be granted up to three (3) consecutive days off and he will be paid a day's pay for each scheduled work day he misses to attend the funeral of a member of his immediate family. The immediate family, regardless of step relationship, is designated as spouse, children, mother, father, sister, brother, and current parents-in-law, current daughter-in-law and current son-in-law and domestic partner. One day off with pay will be granted for grandparents, grandchild, brother-in-law and sister-in-law. Upon request the employee will be granted an additional two (2) days off without pay.

20.2 A day's pay is the employee's scheduled hours at the base, straight-time wage rate. Funeral pay is not to be construed as time worked or paid for the purposes of computing hours worked to compute overtime pay.

20.3 The Employer reserves the right to require proof of attendance at the funeral.

**ARTICLE 21**

**JURY DUTY**

21.1 A regularly scheduled employee either full or part-time, who has completed his/her probationary period and who is called for jury service, will be granted a paid leave of absence not to exceed eighty (80) hours in a calendar year. Any day that an employee is excused from service, he/she will be expected to report for duty.

21.2 Such employee will be paid the difference, if any, between his jury duty pay and his regular straight-time hourly rate for scheduled hours. Reimbursement shall be payable only if:

21.2.1 The Employer receives prior notification.

21.2.2 Employee provides evidence satisfactory to the Employer that jury duty was performed on the day or days for which such reimbursement is claimed. Time thus paid is not to be construed as time worked for the purpose of computing overtime pay.

21.3 When an employee is subpoenaed by the Employer or the Client, the employee will be paid at his base, straight-time wage rate.

**ARTICLE 22**

**GENERAL**

22.1 The Union understands and agrees that the Employer is a service organization contracted for by the client to fulfill their security needs and, as such, the desires of the client shall not be impaired or infringed.

22.2 Employees are required to have an operational telephone at their place of residence and they are required to provide site supervision with their current address and telephone number(s).

22.3 The Employer will pay the initial cost of employee's license or permits required in the performance of an employee's assigned duties as required by city ordinance or state statute if any is now required or would be required in the future and the cost of renewals. It is understood that the Employer will not pay for employee's driver's licenses or any renewal thereof. However, should an employee lose, or cause to be lost, his license or permit, any costs incurred for replacement of said license or permit shall be paid solely by said employee.

22.4 The Union recognizes that it is the responsibility of security employees to familiarize themselves with the job duties, rules and regulations established by the Employer and the client, and to perform the job duties as required and to obey the Employer and client rules and regulations and to faithfully report all violations thereof. The Union agrees that security employees shall discharge all duties as assigned to them impartially and without regard to any Union or non-Union affiliation of any personnel at or assigned to the Monticello Site, and that failure to do so constitutes sufficient cause for discipline, up to and including discharge.

22.5 Employees will be compensated for time actually spent at their yearly physical examination at the appropriate rate of pay. The employee will be reimbursed at the corporate rate for travel to and from the site for said annual physical examination. Every attempt will be made to schedule such physicals the last work day prior to the member's six days off.

22.6 Regardless of daylight savings time, employees shall be paid for actual hours worked.

22.7 The Employer will give the Union copies of its rules, regulations, policies and procedures prior to implementation.

22.8 The use of a supplemental security force will not result in regular employees being scheduled fewer hours.

22.9 Employees scheduled to work without having been notified that there will be no work shall receive a minimum of four (4) hours work or pay at time and one half (1.5) his/her straight time rate of pay. The Employer shall have the right to require the employee to work for this payment. This section shall not apply where work is not available because of Acts of God. The employee shall be paid for time actually worked. An employee who is called into work on a non-scheduled shift will receive a minimum of four (4) hours pay. If the work is not available, the employee may volunteer to leave. If permitted to leave by the Employer, the employee will be paid for the time actually worked.

22.10 A copy of the Bargaining Unit member's disciplinary action taken by the Employer will be made available to the Union upon request.

22.11 The employer agrees that employees will not be ordered to report for work for any scheduled days off in concert with approved benefit time off, meaning, the officer will not be ordered to work for any scheduled days off prior to, during and/or at the end of the period, so long as the approved benefit time off on the beginning and/or end days of the period are based on the amount of hours the officer is/would be scheduled on those days. Further, the parties agree that the approved benefit time off and scheduled work days off cannot exceed 84 hours.

**ARTICLE 23**
**DISTRIBUTION OF OVERTIME**

23.1 It is recognized by both the Employer and the Union that efficient management will require that there be some overtime scheduled and worked at various times. When overtime is required, the Employer will notify the employees at least seventy-two (72) hours in advance where the Employer knew that overtime would be required prior to that time, but otherwise as soon as the Employer knows that overtime is required.

23.2 Required overtime will be divided as equitably as possible between employees available and qualified to the work. Upon receipt of a complaint that an employee has not received a fair share of overtime over a three (3) month period, the Employer will look into the matter and, if justified, future overtime assignments will be made so as to equalize the situation.

23.3 Overtime at the rate of one and one-half (1½) times an employee's regular base, straight-time wage rate will be paid to the employee for all hours actually worked in excess of forty (40) hours within the workweek. There shall be no compounding, duplicating, or pyramiding of payments for the same hours worked under any circumstances of any description.

\*The employer agrees to meet and discuss the overtime distribution process with the union to determine if the current process can be improved upon.

**ARTICLE 24
LABOR/MANAGEMENT MEETINGS**

24.1 A meeting between the Employer and the Union will be held at least once each quarter, if requested by either party, at a time and place mutually acceptable to both parties for the purposes of discussing matters of mutual concern between the Employer and the Union. The attendees at the meeting shall consist of the Employer's representatives and the local Union officers not to exceed four (4) attendees from each party. The attendees of the labor/management meetings shall have no power to change, alter or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedure as set forth in this Agreement.

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24.2 Changes in policies and/or procedures which the Employer/Client decides to make will be provided to the Union prior to implementation, whenever possible. The Union will have the opportunity to meet and discuss the impact of such changes.

**ARTICLE 25**

**401 (K) Plan**

During the term of this Agreement, the Employer will provide eligible employees with a 401(k) Retirement Plan. Employer contribution is as follows:

Effective January 1, 2009, the Employer will match employee contributions up to $1,250.00.

**ARTICLE 26**

**WAIVER**

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

**ARTICLE 27**
**SEPARABILITY**

Should any provision of this Agreement at any time during its life be found in conflict with the federal or state law, or as such laws may be amended, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that, if at any time thereafter such provision is no longer in conflict with the law, then such provision of this Agreement as originally embodies therein shall be restored in full force and effect as if it had never been in controversy or violation. It is further understood and agreed that provisions of this Agreement are deemed to be separable to the extent that, if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rules or regulations issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement; but such remaining provisions shall continue in full force and effect.

**ARTICLE 28**

**DURATION**

This Agreement becomes effective on January 3, 2011 and shall continue in full force and effect until midnight, January 2, 2014, and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Employer at least seventy two (72) hours prior to any contemplated strike or work stoppage. However, in the event the employer shall cease to operate security services at the Monticello Nuclear Generating Plant, this contract shall automatically terminate and the rights and obligations of both the Union and the Employer hereunder shall automatically cease.

**ARTICLE 29
UNION BULLETIN BOARD**

The Company agrees to provide a bulletin board for use by the Union with the understanding the Union shall neither post nor distribute any notices, etc., elsewhere on the site. Bulletin board postings shall be limited to:

1. Notices of meetings
2. Notices of official Union business and activities.
3. Notices of Union appointments, and Union election results.
4. Notices of recreational social events.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers.

FOR: FOR:

INTERNATIONAL UNION, UNITED G4S REGULATED SECURITY

GOVERNMENT SECURITY OFFICERS SERVICES, A DIVISION OF G4S

OF AMERICA (UGSOA) SECURE SOLUTIONS (USA), INC.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND ITS AFFILIATED UGSOA

LOCAL UNION NO. 28

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

 **WAGES**

The following minimum rates of pay shall be in effect for the term of this Agreement.

**Security Officer Wages**

Current 3 January 2011 3 January 2012 3 January 2013

Start\* $15.00 $15.00 $15.00 $15.00

6 Month $16.08 $16.08 $16.08 $16.08

12 Month $17.51 $17.51 $17.51 $17.51

18 Month $19.14 $19.14 $19.14 $19.14

24 Month $21.55 $22.20\*\* $22.64\*\*\* \*\*\*

\*Training Rate: During an employee’s initial training period (prior to job classification

certification), the employee shall be paid a “Training Rate” of pay determined by the Employer.

\*\*Retroactive payments will be made, as necessary, to honor the increase effective

January 3, 2011.

\*\*\*The 24 month rate for officers will increase 2.0% on January 3, 2012 and January 3, 2013.

In addition, the 24 month rate will increase up to an additional .5% on January 3, 2012 and January 3, 2013 based on profit awarded to the Employer for the prior year from 0 to 100%.

For example, if the profit award for 2011 is 90%, the 24 month rate for officers effective January 2, 2012 will increase by 2.0% automatically, plus an additional .45% based on the profit award, for a total of 2.45%.

**Watchperson Wages**

Current 3 January 2011 3 January 2012 3 January 2013

Start\* $11.79 $11.79 $11.79 $11.79

12 Month $14.24 $14.24 $14.24 $14.24