

ARTICLES OF AGREEMENT

Between

Babcock & Wilcox Technical Services Pantex, LLC

hereafter referred to as

THE COMPANY

and

PANTEX GUARDS UNION

hereafter referred to as

THE UNION

2012-2017

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION	2
ARTICLE 2 ABROGATION OF AGREEMENT	3
ARTICLE 3 SUPERVISORS WORKING	4
ARTICLE 4 MANAGEMENT OF THE BUSINESS	5
ARTICLE 5 DUES DEDUCTION AND INDEMNIFICATION	6
ARTICLE 6 HEALTH AND RETIREMENT PLANS	7
ARTICLE 7 BULLETIN BOARDS	13
ARTICLE 8 STRIKES AND LOCKOUTS	14
ARTICLE 9 GRIEVANCE PROCEDURES	15
ARTICLE 10 CONDUCTING UNION BUSINESS ON COMPANY TIME	20
ARTICLE 11 SENIORITY	22
ARTICLE 12 HOURS OF WORK AND WORKING SCHEDULES	30
ARTICLE 13 OVERTIME AND OTHER PAYMENTS	33
ARTICLE 14 HOLIDAYS	39
ARTICLE 15 VACATIONS	41
ARTICLE 16 SICK LEAVE	45
ARTICLE 17 LEAVE OF ABSENCE	49
ARTICLE 18 FUNERAL LEAVE AND JURY EXAMINATION OR SERVICE	51
ARTICLE 19 SAFETY AND HEALTH	52
ARTICLE 20 WAGES AND COST OF LIVING ALLOWANCE	54
ARTICLE 21 LAYOFF NOTICE AND TERMINATION PAY	59
ARTICLE 22 NON-DISCRIMINATION, EEO AND SECURITY MEASURES	60
ARTICLE 23 WORKING RULES AND DISCIPLINE	61
ARTICLE 24 LIMITED DUTY AND CASEWORKER PROGRAM	63
ARTICLE 25 MISCELLANEOUS PROVISIONS	66
ARTICLE 26 DUTIES AND ESCORTS	67
ARTICLE 27 BUSINESS AGENT	69
ARTICLE 28 UNION SAFETY OFFICER AND BBS/VPP FACILITATOR	70
ARTICLE 29 PHYSICAL TRAINING RELIEF GUIDELINES	72
ARTICLE 30 DURATION	73
APPENDIX A VARIANCE	74

PREAMBLE

- A. This Agreement has been made between Babcock & Wilcox Technical Services Pantex, LLC, (hereafter referred to as the Company), and Pantex Guards Union (hereafter referred to as the Union).
- B. This Agreement, including all provisions, terms, and obligations set forth herein, shall be binding upon the parties hereto, their successors, and assignees, and no wages, benefits, or working conditions shall be affected, modified, altered, or changed in any way by the consolidation, merger, sale, transfer, succession, assignment, or change in legal status, ownership, or management of either party.
- C. The Company and the Union have a common interest and obligation in the progress of the Pantex Plant. Therefore, a working system and harmonious relations are necessary to maintain mutuality and confidence between the Company and the Union. All will benefit by continuous peaceful operation, and by adjusting any differences through rational common-sense methods. Now, therefore, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
RECOGNITION:
APPLICATION AND SCOPE OF AGREEMENT**

Section 1. Recognition

The Company recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and conditions of employment for all Safeguards & Security Protective Force personnel, excluding Armorers, below the rank of Lieutenant employed in the Protective Force Department of the Safeguards & Security Division, Pantex Plant, Amarillo, Texas.

Section 2. Application and Scope

This Agreement applies only to the employees of the Company working at the Pantex Plant, Amarillo, Texas, who are included in the Collective Bargaining Unit as outlined in the Certification of Representatives issued on July 2, 1953, and amended on October 8, 1956, by the National Labor Relations Board in Case No. 16-RC-1294. This Agreement shall be binding upon the Company.

ARTICLE 2
ABROGATION OF AGREEMENT

- A. This Agreement expresses the entire understanding of the Company and the Union, and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Company and the Union.
- B. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- C. Notwithstanding any provisions of this Agreement, the rights of, and obligations to, Draftees of the Selective Service Act of 1948 are governed by provisions of applicable laws and regulations issued thereunder.
- D. It is understood any provisions of this Agreement, which in itself or in its operation is subject to the approval of any government agency, shall not take effect until such approval is granted by the appropriate government agency, and then only on the date authorized in the approval. In the event the appropriate government agency refuses approval for a provision of the Agreement, either in itself or in its operation, then that provision shall immediately become null and void during the period such approval is required, or denied. If, at some later date, approval is no longer required or is granted by the appropriate government agency, then the provision in itself and in its operation shall be effective immediately.
- E. When the Company receives requirements and directives prescribed by any government agency which conflict with the terms of the Articles of Agreement, the Company shall provide written notification to the Union and the Department of Energy or any government agency. The Union shall be allowed to bargain the impact of any such directive affecting the working conditions and the terms and conditions of employment.

ARTICLE 3
SUPERVISORS WORKING

The Company agrees that supervisors shall not be used in the performance of Bargaining Unit duties or relief except in case of on-the-job training, emergencies, or when qualified employees are not available on a timely basis. For the purpose of this Agreement, an emergency shall be defined as situations such as explosion, fire, storm, other conditions which endanger life or property, or threat to the Pantex Plant.

Article 4
Management of the Business

ARTICLE 4
MANAGEMENT OF THE BUSINESS

The right to manage the plant and to direct the workforce and operations of the plant, subject to the limitations of this Agreement, is exclusively vested in, and retained by, the Company.

ARTICLE 6
HEALTH AND RETIREMENT PLANSSection 1. General

- A. The Company and Union contemplate that legislatively directed funding for enhancements to the Retirement Plans outlined in this Article may become available during the term of the Agreement. Should such legislatively granted enhancements become available, it is agreed the 2012-2017 CBA will be opened for the limited purpose of negotiating the manner and implementation of improvement to the Retirement Plans.
- B. This Article contains a limited description or summary of certain pension, welfare and other benefits offered to employees of the Company, who are members of the Pantex Protective Force. This Article is not a complete or comprehensive description or summary of such benefits or the plans under which such benefits are offered. The actual plan documents covering each benefit discussed herein, not this Article, governs the rights and benefits to which employees and their dependents may be entitled. A copy of each plan document may be obtained from the Company. In the event of any conflict, misconception or inconsistency between the provisions of this Article and the actual plan documents, the provisions of the actual plan documents shall control. The Company and the Union stipulate that the plan documents shall be modified to incorporate the benefits stated in this Article. The Company maintains the right to modify supplemental benefits not specified in this Article.
- C. The Company shall notify the Union of any potential change to healthcare insurance carriers. Any changes to the above plans shall be discussed with the Union prior to implementation. The Union does not waive its right to bargain the level of benefits and associated costs. It is the intent of the Company and Union to ensure quality healthcare to employees.

Section 2. Retirement Plans

The Company shall continue in effect the Defined Benefit Plan and Defined Contribution Plan as outlined in this Agreement. Details of the Plans are available in the Summary Plan Descriptions.

- A. Non-Contributory Retirement Plan (Defined Benefit Plan)
1. Employees who accepted employment prior to March 18, 2002, are provided, at no cost, a defined benefit pension plan calculated as follows:
 - a. 1.5% multiplied by the highest five (5) average base annual salaries while a participant in the noncontributory plan multiplied by the number of years in the noncontributory plan.
 2. Participants in this plan are eligible for unreduced benefits at age 55 with at least ten (10) years of plan service credits.
 3. Employees who elected to participate in the enhanced 401(k) plan were removed from the noncontributory plan and their benefits in this plan were frozen as of December 31, 2002, at 1.5%.
 4. Employees accepting employment on or after March 18, 2002, are not eligible for the noncontributory retirement plan.
 5. Pension Service Credits for Employees Who Transfer Out of the Bargaining Unit
 - a. Subject to compliance with applicable laws and regulations, the Company has amended its noncontributory retirement plans (defined benefit plans) to provide service credit to any employee with ten (10) years of service within the Pantex Guards Union, who transfers to another unit at Pantex due to CFR medical disqualification after at least one waiver denial or with the Medical Department's recommendation. Such service credit shall be given for all purposes under such defined benefit plans, except for accrual of benefits. For example, an eligible employee shall be given service credit for purposes of determining eligibility for participation, vesting, and eligibility for early retirement, but not for determining the amount of benefit payable under the plan.

ARTICLE 6
HEALTH AND RETIREMENT PLANS

- b. This service credit does not apply if the reason for transfer is due to Human Reliability Program (HRP) revocation or loss of the appropriate level of DOE security clearance. Final average earnings under the Security Force defined benefit plan may be adjusted based on the employee's final average earnings calculated under the other defined benefit plan in which the employee participated. The higher of the two plan averages shall be used in calculating the Security Force defined benefit plan final average earnings. Otherwise the respective formulas shall apply to the portions of service in the respective plans.

B. 401(k) Plan (Defined Contribution Plan)

1. The Company will contribute five hundred dollars (\$500) to each employee's account at the first pay period of each calendar year. Employees not currently enrolled shall be automatically enrolled.
2. Employees are eligible to enroll in a 401(k) retirement plan subject to all applicable IRS regulations effective the first pay period of the month following date of hire.
3. Employees may contribute between 1% and 50% of their gross earnings, subject to IRS limits.
4. Employees participating in the non-contributory retirement plan outlined above shall receive a Company contribution equal to 50% of the first 8% of the employee's contribution, to a maximum Company match of 4% of the employee's gross earnings.
5. Employees not participating in the non-contributory retirement plan outlined above shall receive a Company contribution equal to 100% of the first 10% of the employee's contribution.
6. The vesting schedule for Company contributions shall be:

<u>Years of Service</u>	<u>% Vested</u>
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

Section 3. Group Health, Dental, Vision and Life

- A. The Company shall continue in effect the Group Health, Dental, Vision and Life Insurance Plans as outlined in this Agreement. Details of the Plans are available in the Plan booklets.
- B. Employees may elect to enroll eligible dependents on any applicable benefit plans (currently age 26 for medical and prescription plans and age 25 for dental and vision plans).
 1. Married employees who elect Company group insurance coverage shall have the option of carrying their spouse as a dependent on their policy, if the couple determines that this is to their best advantage, rather than maintaining separate employee policies. Determination of which spouse fulfills the "employee" role and which fulfills the "dependent" role is at the couple's discretion.

ARTICLE 6
HEALTH AND RETIREMENT PLANS

2. Grandchildren are eligible for benefits if the employee is the legal guardian for the grandchild, or if the employee is financially responsible for the grandchild and the grandchild is claimed as a dependent on the employee's income tax.
 - a. A copy of the legal guardian ruling or signed affidavit certifying financial responsibility must be provided by the employee.
 - b. Eligibility must be recertified annually.
3. An unmarried child of any age is eligible for coverage if medically certified as disabled and dependent upon the employee for support and maintenance. Evidence of eligibility may be required by the insurance carrier.
4. The plan shall include maternity coverage and shall provide automatic coverage for any newborn child for the first thirty-one (31) days, if the mother is currently covered under the plan at the time of the child's birth.
 - a. Employees must notify the Benefits Department if they wish to continue coverage for the child beyond the first thirty-one (31) days.

C. Group Health Insurance

1. Employees are eligible to enroll in one (1) of two (2) medical plans, effective the first day of the month following thirty (30) days continuous employment.
2. For determination of the employee share for years effective January 1, 2013 through January 1, 2018, the total monthly rate will be capped each year to a maximum 8% increase over the prior year's total monthly rate.
3. Contributory PPO Plan
 - a. The employee cost share of the total monthly rate will be as follows:
 1. Effective January 1, 2013, the employee cost share will be 16% of the total monthly rate.
 2. Effective January 1, 2014, the employee cost share will be 17% of the total monthly rate.
 3. Effective January 1, 2015, the employee cost share will be 18% of the total monthly rate.
 4. Effective January 1, 2016, the employee cost share will be 19% of the total monthly rate.
 5. Effective January 1, 2017, the employee cost share will be 20% of the total monthly rate.
 - b. The employee cost share is adjusted and fixed each calendar year.
 - c. Annual deductible:

\$200/individual - \$400/family	(out-of-network)
\$0/individual - \$0/family	(in network)
 - d. Office Visit Co-Pay: \$15

ARTICLE 6
HEALTH AND RETIREMENT PLANS

4. Contributory EPO Plan

a. The employee cost share of the total monthly rate will be as follows:

1. Effective January 1, 2013, the employee cost share will be 16% of the total monthly rate.
2. Effective January 1, 2014, the employee cost share will be 17% of the total monthly rate.
3. Effective January 1, 2015, the employee cost share will be 18% of the total monthly rate.
4. Effective January 1, 2016, the employee cost share will be 19% of the total monthly rate.
5. Effective January 1, 2017, the employee cost share will be 20% of the total monthly rate.

b. The employee cost share is adjusted and fixed each calendar year.

c. Office Visit Co-Pay: \$20

5. Prescription Formulary Plan (effective January 1, 2013)

a. Medical plan participants shall have access to a retail and mail-order prescription drug program, effective the first of day of the month following thirty (30) days continuous employment.

b. Copays for Retail & Mail Order:

\$ 5	Generic
\$15	Preferred Brand
\$30	Non-Preferred Brand

D. Group Dental Insurance

1. Employees are eligible to enroll in the dental plan, effective the first day of the month following thirty (30) days continuous employment.

2. The employee cost share of the total monthly rate shall be 20% and is adjusted and fixed each calendar year.

3. Deductibles and maximums:

Annual Deductible	\$25/individual - \$75/family
Annual Maximum	\$1,500
Lifetime Maximum	None
Orthodontic Deductible	\$50
Lifetime Ortho Maximum	\$1,500

4. Co-Pays:

	<u>Employee Co-Pay</u>	<u>Plan Co-Pay</u>
Preventive Services	0%	100%
Basic Services	20%	80%
Major Services	50%	50%
Orthodontics Services	50%	50%
Dental Implants*	50%	50%

*Effective January 1, 2013

**ARTICLE 6
HEALTH AND RETIREMENT PLANS****E. Group Vision Plan**

1. Employees are eligible to enroll in one (1) of two (2) vision plans, effective the first day of the month following thirty (30) days continuous employment.
2. The employee cost share is adjusted and fixed each calendar year.
 - a. The employee cost share of the total monthly rate for the Basic Plan will be 25%.
 - b. The employee cost share of the total monthly rate for the Alternative Plan will be 25% of the Basic Plan plus any additional premium cost associated with the Alternative Plan.
3. Examinations: One per year.
 - a. Basic Vision Plan
 1. Annual Maximum Benefit for Materials:
\$200 for glasses or contacts.
 - b. Alternative Vision Plan (effective January 1, 2013)
 1. Frames:
Up to \$150 and 20% discount for anything above.
 2. Lenses:
Bifocal, Trifocal and Lenticular covered in accordance with the plan.
 3. Contacts:
Up to \$175 in lieu of lenses and frames.

F. Group Life Insurance

1. Group Life Insurance is provided at no cost to employees effective the first day of the month following thirty (30) days continuous employment.
2.

<u>Base Annual Salary</u>	<u>Life Insurance Amount</u>
Up to \$20,000	\$20,000
\$20,001 - \$25,000	\$25,000
\$25,001 - \$30,000	\$30,000
\$30,001 - \$40,000	\$40,000
Over \$40,000	\$50,000
3. Employees may purchase additional life insurance at a per-unit cost based on age.

Section 4. Health Insurance for Retirees and Voluntary Terminations of Employment

- A. Eligible retirees and dependents have the option to remain on the health insurance plan in effect at the time of the employee's retirement.

ARTICLE 6
HEALTH AND RETIREMENT PLANS

- B. Eligible retirees are employees who have reached age 55 while employed, and have at least ten (10) years of service with the Company.
- C. The employee cost share of the total monthly rate shall be 20% and is adjusted and fixed each year.
- D. Retiree coverage ceases at the end of the month prior to becoming age 65 or Medicare eligible, whichever occurs first.
- E. Dependent spouse coverage ceases at the end of the month prior to becoming age 65 or Medicare eligible, or upon 10 years of coverage, whichever occurs first.
 - 1. The 10-year period begins on the first of the month following the date of the employee's retirement.
- F. Dependent child or grandchild coverage ceases when the child or grandchild no longer qualifies as a dependent, when both retiree and spouse are no longer covered, or upon 10 years of coverage, whichever occurs first.
 - 1. The 10-year period begins on the first of the month following the date of the employee's retirement.

Section 5. Long-Term Disability Insurance

- A. Employees are eligible for long-term disability insurance for qualifying disabilities at no cost, effective the first day of the month following thirty (30) days continuous employment.
- B. Payments begin after 26 weeks of disability.
- C. Benefit: 65% of the employee's base hourly day rate or salary based on the employee's standard scheduled hours of work, to a maximum monthly benefit of \$6,000.

Section 6. Flexible Spending Account

Employees are eligible to enroll in a flexible spending account subject to all applicable IRS regulations, effective the first day of the month following thirty (30) days continuous employment. The plan pays 100% of the service charge.

ARTICLE 7
BULLETIN BOARDS

Section 1. Bulletin Boards

The Company shall provide bulletin boards in all Protective Force shift briefing and change house buildings for the use of the Union. The bulletin boards shall be covered with glass and under lock, the key of which shall remain in the possession of a Union representative. The bulletin boards shall be used only for the display of the following notices pertaining to functions of the Union: time and place of Union meetings, elections, financial reports, Union news, Union appointments, and Union social affairs, and shall be signed by an officer of the same.

Section 2. Posting Approval

Other notices to be posted on bulletin boards must have the approval of the Protective Force Department Manager, or his designee.

ARTICLE 8
STRIKES AND LOCKOUTSSection 1. Continuity of Operations

- A. All members of the Union agree to conform to the rules and regulations of the Company insofar as they do not violate the conditions of these Articles of Agreement. The Company and the Union desire that operations shall continue without interruptions. The Company and the Union further agree that good employer-employee relations cannot exist unless there is a serious effort on the part of both the Company and the Union to settle in a peaceable manner all disputes that may arise. Therefore, as a means of promoting continued operations, employment and improved employer-employee relationships, the Company and the Union agree the grievance procedure and arbitration procedure, provided in this Agreement, shall be used to peaceably settle, without strike, disputes that are covered by such grievance and arbitration procedure.
- B. It is agreed there shall be no lockout by the Company, or strike or work stoppage by the Union, during the life of this Agreement.
- C. In the event of an unauthorized strike or work stoppage, there shall be no liability on the part of the Union, its officers or agents, if such strike or work stoppage was not authorized, encouraged or condoned by the Union. The Union agrees that, in the event of such unauthorized strike or work stoppage, the Company may take any disciplinary action it wishes against the employee or employees engaging in such a strike or work stoppage, and the Union waives any and all grievance rights, except if the participation of any employee in such a strike or work stoppage is a question of fact, the question of facts shall be subject to the grievance and arbitration procedure.
- D. The Union agrees to cooperate with the Company and use means at its disposal to settle such unauthorized strike or work stoppage and request such employees to return to work.
- E. In case of a strike by any other Union at Pantex Plant, the Company shall not require Protective Force personnel to perform duties that are exclusively assigned to, and performed by, members of the striking Union. Also, in the event of such a strike, the Company shall not require Protective Force personnel to perform duties outside the Pantex reservation except in case of emergencies or in the performance of their regular duties.

ARTICLE 9
GRIEVANCE PROCEDURESSection 1. Definition and Intent

- A. For the purpose of this Agreement, a grievance is defined as a difference of opinion between the Company and the Union, or between the Company and an employee, with respect to the meaning or application of any provision of the Agreement, which is reduced to writing and filed for processing through the Grievance Procedure.
- B. The parties to this Agreement recognize and agree that grievances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the Preliminary Step of the Grievance Procedure in order that an equitable solution may be achieved.

Section 2. Stewards and Grievance Committee

- A. The Company agrees to recognize for the purpose of representing employees in this Grievance Procedure:
 - 1. Two (2) Stewards and one (1) Alternate Steward per Rotating Group
 - 2. One (1) Steward and one (1) Alternate Steward for each Special Shift Group, including but not limited to: Cadre, Day Construction, and Special Days.
 - 3. One (1) Steward and one (1) Alternate Steward for each Special Shift Group working evening or night shift, including but not limited to Evening Construction.
 - 4. It is recognized that Alternate Stewards function only in the absence of regular Stewards.
- B. The Company and the Union agree to recognize a Grievance Committee which shall be composed of Company and Union Representatives as is set forth in the steps of this Grievance Procedure.

Section 3. Discussion

- A. Any employee may discuss with his supervisor any matter which he feels requires adjustment. However, grievances may not be presented in connection with the termination of any probationary employee.
- B. The Company reserves the right to discuss grievances with any employee or group of employees. The Union Steward shall be present at the adjustment of any such grievance.

Section 4. Grievance Procedure

Grievances shall be settled exclusively by the following procedure which shall consist of a preliminary step and three (3) formal steps. The preliminary step and the formal first and second steps shall each be a good faith effort by both parties to settle the dispute promptly and earnestly by open discussion and negotiation. The third step shall be binding arbitration.

Section 5. Time Limits

The time limits set forth in the Preliminary Step and Steps One through Three shall exclude Saturdays, Sundays, Holidays, and Plant Shutdown(s). Further extensions of time may be made in any step of the grievance procedure by mutual consent due to the inability of either party to meet within the prescribed time limits. Any extension made shall be in writing and signed by both the Company and the Union representative responsible for the extension. As an alternative, representatives of the Company and the Union may request and agree to extensions using e-mail. Both parties must receive concurrence and verification, by e-mail, within the time limits for the extension to be granted.

ARTICLE 9
GRIEVANCE PROCEDURES

Preliminary Step	As soon as possible after occurrence
Filing	15 days after occurrence
Step One	10 days to discuss after filing
Step Two	Next scheduled meeting following completion of Step One
Step Three	15 days for written appeal after Step Two meeting
Arbitration Panel	15 days in accordance with Section 9.A.
Arbitrator Selection	In accordance with Section 9.B.
Mediation	By mutual agreement after proper Step Three appeal (Days exclude: Saturdays, Sundays, Holidays and Plant Shutdown(s)) (Extensions: by mutual consent of both the Company and the Union)

Section 6. Preliminary Step

- A. Both the Union and the Company strongly urge any employee having any matter relating to the provisions of this Agreement, or the performance by the Company of any obligation hereunder which he feels requires adjustment, to first discuss the matter with his immediate supervisor, as soon as possible, in order to give his supervisor a reasonable opportunity to resolve the problem.
1. The employee may have his Shift Steward present at this discussion if he so desires, or if the supervisor deems it advisable that a steward be present.
 2. It is in the interests of both parties to have prompt and equitable settlement to all disputes. If an extension of the Preliminary Step can bring about this result, both parties should agree to an extension, per Section 5 of this Article.
- B. If the matter cannot be resolved by good faith effort of both parties during the Preliminary Step, the employee may reduce the grievance to writing using the "Report of Grievance Form" supplied by the Union.
1. The signature of the aggrieved must appear on the grievance.
 2. The comments of the Union Steward may be entered on the form together with his signature.
 3. The grievance form shall be filed by the Union Steward with the appropriate Shift Commander not later than fifteen (15) workdays after the end of the workday in which the incident occurs, unless an extension of time has been mutually agreed upon per Section 5 of this Article. The grievance form shall be forwarded by the Shift Commander to the Protective Force Department Manager, or in his absence the Chief of the Protective Force.

Section 7. Step One

- A. The grievance shall be discussed within ten (10) workdays after receipt of the grievance form. In the event the meeting is not conducted within the ten (10) workday period, and an extension of time has not been mutually agreed upon per Section 5 of this Article, the Union may present the grievance at Step Two.
- B. The parties in this step shall be the Company representatives designated in Section 12 of this Article, the aggrieved and the Steward. Either party may call additional witnesses or other interested individuals, in an effort to reach a settlement.
- C. If the grievance is resolved in Step One, the Shift Commander or designee shall send the original report of grievance, signed off by both the Union and the Company, and the written decision to the Protective Force Department Manager for processing.

ARTICLE 9
GRIEVANCE PROCEDURES

- D. If the grievance is not resolved in Step One, the Shift Commander or designee shall send the original report of grievance, signed off by both the Union and the Company, to the Protective Force Department Manager for processing. The Union Business Agent, or President in his absence, shall then coordinate scheduling the Step Two meeting with the Protective Force Department Manager, or the Chief of the Protective Force in his absence, and Labor Relations Department.
- E. When scheduling the Step Two Grievance, if two (2) or more grievances are filed concerning the same incident or issue, the grievances shall be combined as one, if mutually agreed upon by both the Company and the Union.
 - 1. The Union shall designate one (1) Steward and one (1) employee to appear for all aggrieved employees as a representative.
 - 2. When a grievance arises protesting the discharge of an employee, then this paragraph E does not apply.

Section 8. Step Two

- A. The parties in this Step shall be the Company representatives designated in Section 12 of this Article, the Business Agent and President of the Union, the grievant, and others as mutually agreed upon. The Grievant may attend the Step Two meeting as a witness if he desires.
- B. The grievance shall be discussed during the next scheduled Step Two meeting following receipt of the grievance by the Company, unless an extension of time has been mutually agreed upon per Section 5 of this Article.
- C. A decision may be made at the Step Two meeting or the Protective Force Department Manager may have five (5) workdays following the meeting to render his decision to the Business Agent, or the President in his absence, in writing.
- D. If no satisfactory solution is accomplished, the grievance shall become a matter for arbitration.

Section 9. Step Three

- A. Any controversy resulting from a difference of opinion between the Company and the Union, or between the Company and an aggrieved employee, which has been processed through the grievance procedure and not satisfactorily adjusted in Step Two of that procedure, may be referred in writing by the Union to the Company, or vice versa, for arbitration not later than fifteen (15) workdays after the final decision of either party in Step Two is communicated to the other. If no written appeal to arbitration has been forwarded by either party to the other within the fifteen (15) workday period referred to above, further processing of the grievance shall be barred. Such written notice of appeal to arbitration shall be hand delivered by either party to the other in duplicate. The two (2) copies of the notice of appeal shall be date stamped and the Company and the Union shall each retain a copy. The aforementioned date stamp shall govern with respect to compliance with the maximum period of fifteen (15) workdays provided elsewhere in this subsection, for forwarding of a notice of appeal to arbitration.
- B. The parties shall select and agree upon a panel of seven (7) arbitrators. The arbitrators shall be arranged on a list in alphabetical order, using their surnames, and the arbitrators shall be called to hear the cases in rotation. Should the arbitrator whose name comes up in order or rotation be unable to hear the case within sixty (60) days, the next arbitrator on the panel shall be called.
 - 1. Selected arbitrators shall remain on the panel for a minimum of twelve (12) months, unless:
 - a. the Parties agree to shorten an arbitrator's tenure, or
 - b. an arbitrator removes himself from the panel or for some other reason is unable to serve on the panel.

ARTICLE 9
GRIEVANCE PROCEDURES

After this minimum period, either party may remove an arbitrator by notifying the other party. The non-removing party shall select a new arbitrator to replace the removed arbitrator.

2. Whenever the parties agree to the removal of an arbitrator from the panel, or an arbitrator removes himself from the panel, the Parties shall agree upon a new arbitrator as a replacement. Should the Parties not have agreed to a replacement within thirty (30) days of the removal, the Party initiating the appeal shall immediately request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of arbitrators, uneven in number, but not less than five (5). Within five (5) workdays from the date the panel is received, the Parties shall meet for the purpose of selecting the replacement. Should that individual be unwilling to serve, the selection process shall be repeated until a replacement is found.
- C. Once a grievance has been properly appealed to arbitration, it may be subjected to mediation, provided the Company and the Union mutually agree.
- D. The Arbitrator shall not be empowered to add to, subtract from or modify this Agreement. However, the Arbitrator's decision on matters properly within his jurisdiction shall be final and binding on both Parties. Fees and necessary expense of travel, food and lodging incurred by the Arbitrator shall be paid jointly and equally by the Union and the Company. Any arbitration expenses, which are incurred due to the withdrawal of a grievance after an arbitration date has been set, shall be borne by the Company if it grants the grievance or by the Union if it withdraws the grievance. If the parties reach a compromise, the arbitration expenses shall be borne equally by both parties. Arbitration expenses include the fees and expenses of the Arbitrator. Compensation of a witness or witnesses called by either party in an arbitration proceeding shall be the responsibility of the party calling the witness or witnesses. In case of grievances involving lost time or money in connection therewith, the parties may agree to, or the Arbitrator may order, reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to the date the grievance occurred.

The Company and the Union further agree to the following notification procedure:

1. The Arbitrator shall submit a decision in writing within sixty (60) calendar days from the date of the hearing. The Company and the Union further agree that upon receipt of the Arbitrator's acknowledgment letter, the parties shall confirm the sixty (60) calendar day requirement for rendering a decision. This shall be done, jointly by both parties, in writing to the Arbitrator.
 2. At the conclusion of the arbitration hearing, the Arbitrator shall be requested to reconfirm his ability to meet the sixty (60) calendar day requirement.
- E. The parties may agree to employ the services of a qualified court reporter to record the proceedings of the arbitration hearing. If such is a mutual agreement, attorneys, if retained, shall concur in the selection of the court reporter, and the fees and necessary expense of travel, food and lodging shall be paid jointly and equally by the Union and the Company. If only one (1) of the parties desires the services of a qualified court reporter, this shall be permitted; however, in such event, the fees and other expenses identified above shall be the sole responsibility of the party engaging the reporter. Further, in such instance, all recorded data produced by the reporter shall become the sole property of the party bearing the cost of the service. An Arbitrator may not order the services of an official reporter unless such is mutually agreed between the Company and the Union.
- F. Deliberations in arbitration shall not exceed two (2) workdays. During this period, each party shall be limited to eight (8) hours for presentation of evidence.

Section 10. Grievance Investigation

- A. A Union Steward shall be allowed time off during normal working hours to investigate a grievance, subject to the provisions of Section 4 and Section 5 of Article 10 of this Agreement.

ARTICLE 9
GRIEVANCE PROCEDURES

B. Compensation of any witness called by either party shall be the responsibility of the party calling such witness.

Section 11. Grievance Presentation

Any employee may, at any time in any step of this procedure, personally present his grievance and have such grievance adjusted in a manner consistent with this Agreement. Any grievance settlement reached in Step One or Step Two of the grievance procedure shall be signed by the Steward or Business Agent.

Section 12. Company Representatives

The Company representative(s) for each of the first two steps in the grievance procedure shall normally be as follows:

Step One --- The appropriate Shift Supervisor(s) and the Shift Commander or his designee.

Step Two --- The Protective Force Department Manager or his designee, the Chief of the Protective Force and a Labor Relations Representative.

Section 13. Union Initiated Grievance

Grievances filed by the Union on behalf of the whole membership, or a group of employees, shall be originated in Step Two with the Protective Force Department Manager or his designee. Only the Business Agent or the President of the Union shall originate a grievance on behalf of the Union or a group of employees.

Article 10
Conducting Union Business on Company Time

ARTICLE 10
CONDUCTING UNION BUSINESS ON COMPANY TIME

Section 1. Union Activities

Union members shall not carry on any Union activities during their working hours except as provided in this Agreement.

Section 2. Union Business

No type of Union business shall be conducted on Company time, except:

- A. Investigation of grievances, serving as a witness to disciplinary action, if requested by- employee(s) involved, and investigation of accidents involving Bargaining Unit members.
- B. Conferring with Company representatives, to include collective bargaining. For contract negotiations, whereby the complete Agreement is opened for negotiation, the Union negotiating committee members may be transferred to the day shift (Monday through Friday) for a continuous period of time from the commencement of negotiations and continuing until expiration of the Agreement, or conclusion of negotiations, whichever occurs first.
- C. For contract negotiations, whereby only a portion of the Agreement is open for negotiation, the Negotiating Committee members as defined in Section 3, at their request, may be transferred to the day shift for a continuous period of time commencing not later than the first session of such negotiations and continuing until five (5) days of negotiations have been held, or an Agreement has been reached, whichever occurs first.
- D. Posting Union notices on Union bulletin boards.
- E. The President and Business Agent shall be allowed up to two (2) hours to address each new hire class.
- F. The Union may address Bargaining Unit employees during muster without Management present:
 - 1. For non-emergent issues and upon concurrence of the Protective Force Department Manager, in coordination with the Business Agent.
 - 2. For emergent issues and upon concurrence of the Shift Commander, in coordination with the Steward.
- G. With concurrence from the Protective Force Department Manager, the Union may use the Muster Room for non-paid pre or post-shift meetings with Bargaining Unit employees.

Section 3. Union Negotiating Committee

The Company agrees to recognize a Negotiating Committee which shall include the Business Agent. This Committee shall not exceed six (6) members, no less than four (4) of whom shall be Protective Force Bargaining Unit employees.

Section 4. Time Away From Work

Each Steward, each Union representative named in the steps of the Grievance Procedure, and each employee Union representative on the Negotiating Committee shall be permitted to leave his work during working hours when properly relieved to perform his duties in connection with representing employees and investigating grievances. In the event of an investigation of an incident which would affect a Bargaining Unit member, a Union representative shall be notified and properly relieved from duty to conduct an onsite investigation of the matter within thirty (30) minutes for emergent issues, and as soon as practicable for non-emergent issues. If the Business Agent or President appear on behalf of the employee, the Steward shall be returned to duty.

**ARTICLE 10
CONDUCTING UNION BUSINESS ON COMPANY TIME**

Section 5. Pay For Time Lost

- A. Stewards, the Business Agent and President shall be paid their regular rate of pay for scheduled hours of work when representing employees, investigating grievances or conferring with Management.
- B. Employee Negotiating Committee members, including the Business Agent shall be paid to prepare for negotiations for up to three (3) months prior to expiration of the Agreement, and while meeting in joint session with the Company when the complete Agreement is open for negotiations.
- C. Employee Negotiating Committee members, including the Business Agent shall be paid their regular rate of pay for scheduled hours of work when preparing for or conducting negotiations with the Company.
- D. Employee Negotiating Committee members, including the Business Agent, shall be paid a cumulative total of three hundred (300) hours when only a portion of the Agreement is open for negotiations.

Section 6. Stewards Training

The Company shall allow Stewards and Alternates one (1) scheduled workday off without pay for this training annually.

Section 7. Notification of Officers

The Secretary of the Union shall notify the Company in writing as to the names of all officers of the Union, which shall include the President, Vice President, Business Agent, Secretary, Treasurer and employee members of the Negotiating Committee, and shall advise the Company in writing of any changes in said employee representatives of the Union.

ARTICLE 11
SENIORITYSection 1. Seniority Ranking

- A. The seniority of each employee is his relative position with respect to other employees based on the length of his service on a job within the Bargaining Unit.
- B. In the event two (2) or more employees are hired into this Bargaining Unit on the same day, the following procedure is used to determine the seniority ranking:
 - 1. The Employment Office shall conduct a drawing to determine which employee shall be first on the Seniority List, based on the ranked order of the below list:
 - a. Employees who have accumulated unit seniority within the Security Department during a previous employment, and rehired under the provision of Section 4 of this Article, shall be placed on the Seniority List ahead of new employees.
 - b. A Plant employee transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.
 - c. A Plant Contractor employee with a Q clearance transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.
 - d. A Protective Force employee from another DOE site transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.
 - e. All other employees hired into the Bargaining Unit.

Section 2. Probationary Period

Newly hired Security Police Officers (SPOs) shall be required to complete the initial training course.

- A. The new employee shall have the title of SPO Trainee until they complete the initial training course.
- B. The Chief of Protective Force and the President shall develop a mentoring program designed to better prepare new SPOs for assignment.
- C. The new employee shall be on probation from his initial date of hire through the first twenty six (26) calendar weeks.
- D. After such probationary period, the new employee's seniority shall be retroactive to the date of his employment in the Bargaining Unit.
- E. Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions.
- F. The Company may terminate an employee at any time during his probationary period with protest from the Union. The Company shall consider any information provided by the Union concerning the termination of a probationary employee; however, the termination will not be subject to the grievance procedure.

ARTICLE 11
SENIORITYSection 3. Reduction in Force

In the event of a reduction in force, probationary employees shall be terminated first, according to their seniority ranking as determined by the Employment Office drawing. Should further terminations be necessary, they shall be made in accordance with the Bargaining Unit's current seniority.

Section 4. Rehire

- A. For a period of twenty four (24) months after an employee is terminated due to reduction in force, the employee with the greatest amount of seniority at the time of termination shall be entitled to preference in rehire for Bargaining Unit jobs in the Security Department provided he has the necessary qualifications and meets required physical standards. The name of an employee terminated from the payroll as a result of reduction in force shall be carried on a rehire list in order of seniority for a period of twenty four (24) months from date of termination. Employees eligible for rehire under this provision shall be notified by certified letter sent to the last address on record in the Company's files. It is the responsibility of the employee to notify the Company in writing of any change of address. A copy of each notice of rehire shall be sent to the Business Agent.
1. Each notification sent shall request an answer by mail or fax within three (3) workdays from the date of delivery of certified letter stating they shall return to work within ten (10) workdays from date of acceptance by the Company. If the employee cannot be located in this manner, fails to reply or refuses the offer, the next senior qualified former employee shall be notified in the same manner.
 2. Former employees replying to the Company's notice within three (3) workdays of their acceptance and requesting return to work, may, in special cases, be given an extension of time by the Company beyond the ten (10) workday limit specified above.
 3. The Company may temporarily fill any vacancy without waiting for any time to expire, until such vacancies can be filled according to this procedure.
- B. Former employees rehired as outlined in this Section 4 shall receive the following credits effective the date of rehire:
1. Seniority in this Bargaining Unit accrued to date of termination;
 2. All unused sick leave credits accrued to date of termination;
 3. Net service from last date of hire in the Bargaining Unit to date of termination to be used toward accrual of vacation eligibility and credits;
 4. Entitlement to Group Insurance coverage effective immediately on the date they are rehired and placed on the payroll;
 5. Rehired employees shall be considered new hires with respect to the accumulation of termination pay credit stipulated in Article 21 of this Agreement.

ARTICLE 11
SENIORITYSection 5. Job Bid Procedures

The Company and the Union recognize the following procedures for filling Special Shift assignments and promotions. Procedures specific to promotions are stipulated in Section 6 below.

A. Qualifications

1. Qualifications shall include current security clearance, HRP certification and other certifications as required. Employees whose clearance or HRP is suspended shall not be qualified for assignments, except for employees whose suspension was due to administrative reasons or return from long-term military leave. In the event there are an insufficient number of interested employees, the assignments shall be filled by the junior qualified and eligible employees from the Seniority List. In all cases, the employees must possess the proper clearance, including HRP certification.
2. When a senior qualified employee is drafted over a junior non-qualified employee and the junior non-qualified employee becomes qualified during the duration of the senior qualified employee's reassignment, the junior non-qualified employee, who has become qualified, shall be transferred to the assignment and replace the senior qualified employee who was drafted to the assignment. The senior qualified employee shall be returned to the rotating group from which he came in this instance and if the assignment is cancelled.

B. Bid Procedures

1. Special Shift assignments shall normally be bid in December of each year to be effective the second Monday in January of each year. A special shift assignment lasting more than one (1) year shall be rebid at the end of that year.
2. The bids shall be posted for a three (3) week period beginning at 0900 hours on a Friday and ending at 1800 hours on the following third Friday.
3. The Master Bid Sign-Up Sheet shall be maintained by the Shift Commander or Security Management for the three (3) week annual bid period.
4. Once an employee is selected for their first preference in accordance with the above procedure, they may not bid on any other assignment for the duration of that bid assignment, unless a new job is created.
5. Vacancies and new assignments during the year shall be posted for a two (2) week period.

C. Filling Assignments

1. All interested Bargaining Unit employees shall complete the Master Bid Sign-Up Sheet prioritizing their choices.
2. Employees must meet the full selection criteria as outlined in this Section for any assignments for which they bid.
3. Prior to bid closing, employees may alter their bid preferences.
4. Bids shall be placed into a computer program which shall assign bids according to seniority.
5. Once the job bid closes, employees are locked into the assignments for the duration of the bid.

**ARTICLE 11
SENIORITY**

6. During the year employees may update their job bid preferences to fill any vacancy or new assignment.
 - a. Except for new assignments, employees shall not be eligible for any other vacancies unless they submitted a bid during the annual bid period.
7. It is recognized that the Company may, if circumstances warrant, temporarily transfer special shift employee(s) back to a rotating group when such utilization is deemed necessary. If it becomes evident the transfer may exceed thirty (30) calendar days, the special shift assignment job shall be canceled subject to refilling, if necessary. Temporary transfers shall be accomplished by transferring junior employee(s) when there are an insufficient number of senior volunteers.
8. When a special shift assignment is terminated, affected employees shall be returned to vacant rotating group positions in order of seniority. In the event two (2) or more employee(s) choose the same rotating group, the senior employee shall be given preference. This procedure may be deviated from when so requested by an affected employee(s).
9. Should a reduction occur in a special shift assignment, the affected employees shall be returned to rotating group in accordance with paragraph 8 above. Employees returning to rotating groups may elect to update their job preference on the Master Bid Sign-Up Sheet and be eligible for any vacancy that subsequently occurs in the special shift assignment area.
10. Employees shall not have bump rights.

D. Temporary Assignments

1. When temporary assignments are expected to last less than ninety (90) days, they shall be filled on a volunteer basis from the affected group. Should insufficient volunteers exist, junior employees from the affected group shall be assigned the work. If the need for these assignments results in additional staffing requirements, they shall be filled in accordance with this Section 5. If new assignments still exist, assignments shall be filled on an overtime basis.
2. When assignments are projected to last more than ninety (90) days, they shall be filled, in accordance with this Section 5, from the Master Bid Sign-Up Sheet.
3. Upon completion of the temporary assignment, the employee shall be returned to their last position.
4. Employees on temporary assignment during the annual job bid period shall be allowed to bid.

Section 6. Promotions

When a promotion vacancy occurs in the Bargaining Unit, such vacancy shall be filled from employees within the Bargaining Unit based upon seniority and all applicable qualifications to perform the job. Vacancies shall be posted for a two (2) week period and shall be filled as stipulated in Section 5 above.

ARTICLE 11
SENIORITY**A. Qualifications**

It is understood and agreed, that when skill, qualifications and ability to perform the job are deciding factors, the Company shall be the sole judge of such skill, qualifications and ability. If the Union believes the Company has made an error in judgment in selecting an employee for promotion, the Union may subject the matter to the Grievance Procedure.

B. Central Alarm Station (CAS) Technicians and Alternate Central Alarm Station Technicians

An employee, who has indicated interest on the Master Bid Sign-Up Sheet, is selected for the position of CAS Technician or Alternate CAS Technician based upon the following criteria:

1. An unqualified employee shall be temporarily transferred to the position and given a trial period of thirty (30) consecutive workdays on the job to fully establish skill and ability to perform the job to the satisfaction of the Company. During the thirty (30) consecutive workday trial period, the employee shall receive the CAS Technician pay rate stipulated in Article 20 of this Agreement.
 - a. If the employee selected does not meet the requirements of the position as judged by the Company during the thirty (30) consecutive workday trial period, the employee shall be returned to his previous job at his previous pay rate and another employee may be selected.
 - b. The Company, at its discretion, may elect to reduce or waive any portion of the thirty (30) consecutive workday trial period if, in the judgment of the Company, the employee has demonstrated the skill and ability to proficiently perform the job to the satisfaction of the Company. If the Company elects, through its sole right to make this judgment, to reduce or waive the thirty (30) consecutive workday trial period, the employee shall be transferred to the position and shall receive the CAS Technician pay rate stipulated in Article 20 of this Agreement.
2. A qualified employee shall be transferred to the position and shall not be subject to the thirty (30) consecutive workday trial period. The employee shall receive the CAS Technician pay rate stipulated in Article 20 of this Agreement.
3. An employee who voluntarily seeks and is selected for a CAS or Alternate CAS position and successfully completes the thirty (30) consecutive workday trial period, shall remain so classified for a period of two (2) years from the previous annual bid date, except for reasons acceptable to the Company. However, employees drafted into a CAS or Alternate CAS position shall be allowed to bid to other positions at the time of the annual bid if they have sufficient seniority.

C. SPO II

1. Employees are selected based on the criteria listed under this Section 6.
2. Employees interested in SPO II shall be able to denote their interest on the job bid preference sheet.
3. Employees selected or drafted into a SPO II vacancy shall be assigned, based on seniority, to the Group and Team or Special Shift assignment where the vacancy exists.

D. SPO III/SRT

1. Employees are selected based on the criteria listed under this Section 6.

ARTICLE 11
SENIORITY

2. Employees interested in a SPO III/SRT position shall denote their interest to attend the SPO III/SRT Basic Training Course on the Master Bid Sign-Up Sheet.
3. Upon successful completion of the SPO III/SRT Basic Training Course, employees selected or drafted into a SPO III/SRT vacancy shall be assigned, based on seniority, to the Group or Special Shift assignment where the vacancy exists.
4. An employee who voluntarily seeks and is selected for a SPO III/SRT position and successfully completes the SPO III/SRT Basic Training Course, shall remain so classified for a period of two (2) years from the previous annual bid date, except for reasons acceptable to the Company. However, employees drafted into a SPO III/SRT position shall be allowed to bid to other assignments at the time of the annual bid if they have sufficient seniority.
 - a. Employees in SPO III/SRT positions must maintain all job requirements, including maintenance of physical abilities. If a SPO III/SRT incumbent does not maintain such requirements as judged by the Company, he may be immediately returned to other duties, at the appropriate pay rate, for which qualified.

ARTICLE 11
SENIORITYSection 7. Classification Table

Classification	Primary Responsibilities
Security Officer	<ul style="list-style-type: none"> • Unarmed • No Arrest or Detention Authority • Supports Security Operations as Assigned
Security Police Officer Fixed Post Readiness	<ul style="list-style-type: none"> • Armed • Arrest and Detention Authority • Intermediate Force Weapons • Self-Defense Techniques
Security Police Officer I Basic Readiness	<ul style="list-style-type: none"> • Armed • Arrest and Detention Authority • Intermediate Force Weapons • Self-Defense Techniques • Run (1/2 mile in 4:40) • 40-Yard Dash (8.5 sec) • Mobile Defense • Specialized Weapons (e.g., MK-19; CROWS)
Security Police Officer II Advanced Readiness	<ul style="list-style-type: none"> • Armed • Arrest and Detention Authority • Intermediate Force Weapons • Self-Defense Techniques • Run (1 mile in 8.5 min) • 40-Yard Dash (8 sec) • Tactical Movement on Foot • Mobile Defense • Specialized Weapons (e.g., MK-19; CROWS; DM)
Security Police Officer III Advanced Readiness / SRT	<ul style="list-style-type: none"> • Armed • Arrest and Detention Authority • Intermediate Force Weapons • Self-Defense Techniques • Run (1 mile in 8.5 min) • 40-Yard Dash (8 sec) • Tactical Movement on Foot • Mobile Defense • Advanced Schooling and Training <ul style="list-style-type: none"> ○ Recapture and Recovery ○ Tactical Entry ○ Breaching ○ Active Shooter • Specialized Weapons (e.g., DM; Advanced Capabilities)
Central Alarm Station Technician	<ul style="list-style-type: none"> • On the Job Training and Evaluation

ARTICLE 11
SENIORITYSection 8. Retention and Loss of Seniority

A. Retention of Seniority

1. The Union retains the right to reinstate seniority for employees who remained on the active payroll and are transferring back to the Bargaining Unit, within 24 months, after transferring out of the Bargaining Unit due to on-the-job related injuries.
2. An individual reemployed under the provisions of Section 4, Rehire, of this Article 11, shall be credited with seniority earned and previously accrued to the date of last termination by reduction in force and shall not be required to serve another probationary period.

B. Loss of Seniority

1. An employee shall lose his seniority in the Bargaining Unit for any one of the following reasons:
 - a. If he voluntarily terminates employment.
 - b. If he transfers to another position in the Plant outside the jurisdiction of the Bargaining Unit.
 - c. If he is discharged for cause.
 - d. If he enters into Long-Term Disability.
 - e. If he retires.
 - f. If he is laid off and fails to return to work after notification by certified letter on the date specified by the Company.
 - g. If he promotes to Security Supervision.

Section 9. Seniority Lists

- A. The Company agrees to complete and furnish the Union a seniority list, including current probationary employees, electronically each six (6) months, or when the list is updated, following the date of this Agreement. A printed copy of the seniority list shall be posted in Guard Headquarters by the Company.
- B. An employee shall not be put on the seniority list until completion of their probationary period as set forth in Section 2 of this Article.

ARTICLE 12
HOURS OF WORK AND WORKING SCHEDULES

Section 1. Definitions

A. Payroll Day

1. The payroll day for employees not assigned to rotating groups shall consist of a twenty-four (24) hour period extending from midnight to midnight the following day.
2. The payroll day for rotating group employees shall consist of a twenty-four (24) hour period extending from 0600 to 0600 the following day.

B. Payroll Week

1. The payroll week for employees not assigned to rotating groups shall consist of the seven (7) day period extending from midnight Sunday to midnight the following Sunday.
2. The payroll week for rotating group employees shall consist of the seven (7) day period extending from 0600 Monday to 0600 of the following Monday.

C. Workday

1. Depending upon assignment, the standard workday shall consist of:

Eight (8) consecutive hours of work, or
 Nine (9) consecutive hours of work, or
 Ten (10) consecutive hours of work, or
 Twelve (12) consecutive hours of work, or

D. Workweek

1. Depending upon assignment, the standard workweek shall consist of:

Five (5) standard workdays totaling forty (40) hours of work, or
 Five (5) standard workdays totaling forty-five (45) hours of work, or
 Five (5) standard workdays totaling fifty (50) hours of work, or
 Four (4) standard workdays totaling forty-eight (48) hours of work

2. The scheduled workdays for an employee shall be consecutive within a period of seven (7) calendar days, but not necessarily consecutive within the payroll week.

Section 2. Application

A. Working Schedules

1. The standard scheduled hours of work for rotating group employees shall be as follows:

- | | |
|----------------|-------------|
| a. Day Shift | 0600 - 1759 |
| b. Night Shift | 1800 - 0559 |

2. Special Shift core hours of work shall be established by the Company during the annual bid process.
3. Limited Duty work schedules shall be a minimum of nine (9) hours per day to include physical training during these work hours.

Article 12
Hours of Work and Working Schedules

ARTICLE 12
HOURS OF WORK AND WORKING SCHEDULES

4. Change and Posting Time:

- a. Time necessary for employees to don and doff uniforms, draw weapons, muster and be posted shall be directed and paid for by the Company.
- b. The standard scheduled hours of work for rotating group personnel shall be from 0515 until 1759 (days) and 1715 until 0559 (nights). The Union and the Company agree that time spent by these employees before the start of their standard scheduled hours of work changing into their uniforms and protective vests shall be excluded from measured working time. Employees working the standard scheduled hours shall don their uniforms and protective vests and may arrive at the Armory starting at 0515 (days) and 1715 (nights). Shift briefing shall start at 0530 (days) and 1730 (nights). These employees shall have seven (7) minutes at the end of their working hours to doff their uniforms and protective vests. If these employees turn in their weapons at 0553 (nights) and 1753 (days) or earlier, then the seven (7) minutes shall be paid at their base hourly day rate. If it is necessary for these employees to turn in their weapons after 0553 (nights) and 1753 (days), then they shall be paid time and one-half for that portion of the seven (7) minutes doffing time that is past 0559 (nights) and 1759 (days).
- c. Fifteen (15) minutes change time shall be paid at the appropriate rate for special shift personnel.
- d. Time spent performing Breath Alcohol Tests, in accordance with Article 13, Section 5.H of this Agreement, shall be paid at the employee's appropriate rate.

B. Changes in Working Schedule

1. Where conditions require, the Company may schedule a workweek in excess of forty-eight (48) hours per week and a workday in excess of twelve (12) hours per day.
 - a. Generally, employees shall not work more than sixteen (16) consecutive hours. If an employee works sixteen (16) or more consecutive hours, he must receive at least eight (8) hours off duty before reporting for the next scheduled shift. During emergencies, and with advance approval, employees may be required to work more than sixteen (16) hours, or receive less than eight (8) hours off duty, to ensure all operational requirements are met.
2. At least forty-eight (48) hours written notice shall be given to an employee of any change in his regularly assigned shift. In the absence of such forty-eight (48) hours written notice, the employee shall be paid time and one half for all hours worked outside his regular shift on the first day of change.
 - a. Overtime before or after a regular shift is not a shift change.
3. A four (4) week Master Rotation shall be generated between the Company and the Steward for each Rotating Group and Special Shift. The Master Rotation shall show normal hours and days of work for all employees. Each new schedule shall be posted at least one (1) calendar week in advance of its effective date. The Master Rotation shall be generated on paper for the employees and electronically for the Company.
4. The Protective Force Training Department shall publish an accurate training schedule and post such schedule at least thirty (30) calendar days in advance of all Protective Force training.
5. The parties to this Agreement agree:
 - a. Security requirements may warrant changes to posted schedules.
 - b. Schedules may be modified based on operational requirements, e.g., SAQ, Audits, Special Training, etc.

Article 12
Hours of Work and Working Schedules

ARTICLE 12
HOURS OF WORK AND WORKING SCHEDULES

C. Working Schedules - Special Shift Assignments

1. Employees assigned to special shifts shall not normally work during Holidays and shutdown periods, except as noted below, unless the activity that is the cause of the special shifts' existence is functioning. In such cases, only as many employees as are needed shall be worked. Should the shutdown last five (5) calendar days or more, the employees affected may then exercise seniority for return to work.
2. Selection of special shift employees to perform their duties on Holidays and shutdown periods shall be on a volunteer basis. If an insufficient number of special shift employees volunteer, the junior special shift employee(s) on the special shift shall be required to work.
 - a. Before employees assigned to special shifts are required to work to cover their special shift function, rotating group employees may volunteer to fill any vacancies.
 - b. In instances where all Protective Force employees are not celebrating a Holiday on the same day, the Company may utilize a "straight time" employee to fill any position. The Company may assign employees other than special shift employees to perform special shift functions on a Holiday or shutdown period when the need is not known in advance, and/or when the duration of the assignment is relatively short.
 - c. Employees assigned to special shifts shall not be charged with overtime for time worked on Holidays and shutdown periods, when such work is for their special shift function. Overtime for Holidays and shutdown periods shall be offered to the senior qualified available special shift employee in accordance with this Section 2.
3. Employees assigned to a special shift shall work hours as assigned by the Company and shall be utilized for any overtime work pertaining to their special shift before or after their assigned core hours.
4. Employees assigned to special shifts may sign up and volunteer to work during Holidays and shutdown periods based upon the requirements set forth in Article 13, Section 4 with the exception of requiring the special shift employees to work. Work performed on a Holiday, as designated in Article 14, Sections 2.A & B, shall be paid according to Article 14, Section 10.B and work performed during the shutdown days shall be paid according to Article 13.

ARTICLE 13
OVERTIME AND OTHER PAYMENTSSection 1. Premium Pay

Premium pay shall be paid as follows:

- A. The basic hourly rate of the employee, including applicable shift premium, shall be paid at time and one-half for all hours worked in excess of eight (8) hours in any workday.
- B. Seventy-five (.75) hundredths change and posting time shall be paid at the employee's base hourly day rate for rotating group personnel.
- C. Time spent performing Breath Alcohol Tests, in accordance with Article 13, Section 5.H of this Agreement, shall be paid at the employee's appropriate rate.
- D. The basic hourly rate of the employee, including applicable shift premium, shall be paid at time and one-half for all hours worked on his first, third and fourth scheduled day of rest.
- E. The basic hourly rate of the employee, including applicable shift premium, shall be paid at two times (double time) for all hours worked on his second scheduled day of rest.
- F. Hours for which overtime is paid shall not again be used in computing the number of hours necessary to be worked before overtime is paid under any other provisions of this Agreement.

Section 2. Guarantee Of Pay On Call-In

- A. Pay for an employee who has left the Company's premises and is called in by the Company to perform work outside his regularly scheduled hours of work shall be computed under any applicable sub-section above but, in any event, the employee shall be guaranteed pay amounting to time and one-half his basic hourly rate for four (4) hours.
- B. The four (4) hour overtime pay guarantee shall not apply to employees who report to work impaired by drugs or alcohol.
 - 1. Employees who report to work with a Breath Alcohol Test (BAT) result at or above the Plant's acceptable limit, or impaired by drugs, shall be paid at the employee's base hourly day rate for actual time spent at the Plant.
- C. All employees scheduled for work and who report for any such scheduled work, unless notified sixteen (16) hours in advance not to work, shall receive not less than four (4) hours pay at premium rate or four (4) hours work.

Section 3. Night Shift Differential

- A. Night shift differential shall be paid for all hours worked on night shift, excluding the seventy-five hundredths (.75) change and posting time for rotating group personnel.
- B. Night Shift differential shall be 75 cents per hour.

Section 4. Overtime Scheduling

- A. It is recognized by both parties that the needs of the business may require overtime, and jobs involved must be manned by qualified employees working on an overtime basis.
- B. The Company shall distribute overtime in an equitable manner on the basis of offering opportunities to work overtime to the eligible, qualified employees with the least amount of overtime charged, who are on their day(s) off. If eligible employees are even in hours, overtime shall be offered in order of seniority.

ARTICLE 13
OVERTIME AND OTHER PAYMENTS

- C. It is recognized inadvertent overtime scheduling errors may occur in the administration of this section, and such errors are not subject to the provisions of Article 9 - Grievance Procedures. When it is shown the Company has not offered overtime in accordance with these provisions, the Company agrees to provide the bypassed employee an opportunity to schedule an available overtime assignment paid at the same overtime rate. The bypassed employee shall not be charged for these overtime hours worked.
- D. Newly hired or rehired employees shall be given the average of overtime hours of the rest of the Protective Force upon assignment to a rotating group. These employees shall not be assigned overtime during the probationary period.
- E. The Union shall have the right to examine the overtime records of employees at all times. The overtime record shall be posted on the Bulletin Board and kept on a calendar year basis.
- F. All employee overtime hours shall revert to zero (0) at 0001 hours on January 1 of each calendar year during the life of the Agreement.
 - 1. The Security Administrative Coordinator (SAC) shall zero (0) the overtime hours on December 31 of each calendar year for all employees on the Overtime Sign-Up List available for Day Shift on January 1.

Section 5. Overtime Eligibility

- A. Employees are eligible for voluntary overtime if they sign the Overtime Sign-Up List for their scheduled days of rest.
 - 1. Employees must personally sign the Overtime Sign-Up List, unless they are on vacation on their last scheduled day of work. In this instance, employees may request the SAC to place their name on the list.
 - 2. An employee may remove their name from the list or may request a SAC to remove their name from the list.
 - 3. When signing up for overtime, employees shall designate the specific days and shifts they are volunteering to work.
 - 4. Employees shall not alter the list by adding, removing or changing another employee's information.
 - 5. Employees suspended due to disciplinary actions are authorized to work overtime on the days after the suspension, but cannot work overtime on days off during the suspension.
 - a. Suspensions shall be carried out on consecutive workdays.
 - b. Employees shall be authorized to process through Access Control as instructed by the on-duty Shift Commander on the first available day following a suspension.
 - c. Time spent in-processing following a suspension shall be paid at the appropriate rate for actual hours worked.
- B. Special Shift employees are eligible for rotating group overtime on Saturdays, Sundays, Holidays and shutdowns provided they are not already scheduled to work, and these employees shall be paid in accordance with the Articles of Agreement.
- C. Employees must possess proper access authorization and qualifications for the available positions to be eligible for overtime.
- D. Due to safety considerations, an employee shall not normally work overtime unless there are at least eight (8) hours between the time they get off work and the time they return to work.

ARTICLE 13
OVERTIME AND OTHER PAYMENTS

- E. Employees on vacation their last scheduled workday shall not be eligible to work overtime until their first scheduled regular day off.
- F. Employees on sick leave their last scheduled workday are not eligible to work overtime until they have returned to their regular scheduled shift. Employees in this situation shall notify the SAC, if called, they are not eligible to work overtime.
 - 1. Employees who leave work early for a scheduled doctor's appointment on their last scheduled workday are eligible to work overtime.
- G. Employees who are required to process through the Occupational Medicine Department (OMD) before returning to work are not eligible for overtime until they have been authorized to return to work by the on-duty Shift Commander and released to return to duty by OMD personnel.
- H. Fit For Duty
 - 1. Employees contacted off site to fill overtime must comply with the eight-hour abstinence rule to be eligible for overtime.
 - 2. If there are less than eight hours between contacting the employee and report time, the SAC shall ask if they are in compliance with the eight-hour abstinence rule.
 - 3. If the employee advises they are not fit for duty, they shall be passed on the Overtime Call List but shall remain eligible for overtime after that shift unless the employee requests not to be contacted for overtime during that period.
 - 4. Employees without eight hour notice before report time shall be administered a BAT before being allowed to work.
 - a. Report time for a BAT shall be at 0500 for day shift and 1700 for night shift.

Section 6. Overtime Rates and Hours

- A. Overtime hours are entered at the appropriate rate:
 - 1. First day of rest: 1.5X
 - 2. Second day of rest: 2X
 - 3. Third day of rest: 1.5X
 - 4. Fourth day of rest: 1.5X

Section 7. Calling Overtime

- A. SACs shall not:
 - 1. Call day shift jobs before 0900 hours.
 - 2. Call night shift jobs before 1930 hours.
 - 3. Normally call between the hours of 2300 – 0300.

ARTICLE 13
OVERTIME AND OTHER PAYMENTS

- B. SACs shall use the Phone Log to record the process used to contact employees for overtime.
- C. Employees shall provide the SAC one contact number by which they intend to be contacted for overtime.
 - 1. If an answering machine or someone else answers and the employee is not available leave a message.
- D. Available overtime during the employee's days of rest shall be offered by general categories. Categories are: Rotating Group, Cadre, Special Day Shift, Day Shift Construction, and Evening Shift Construction. The employee shall pick one (1) category, and then all the jobs in that category shall be offered. The employee cannot pick another category or job.
- E. Employees who have signed the Overtime Sign-Up List and will be away from their phones or on site in training status, and wish to work overtime on the following day shall notify the SAC. When the SAC comes to their name on the Overtime Call List, the employee shall be assigned the first job available. The employee shall contact the SAC to verify job assignment.
- F. Relatives, spouses or roommates of employees cannot accept or refuse overtime. The SAC must speak directly to the employee.
- G. In the case of two employees who live together, each employee must be contacted individually as their name appears on the Overtime Call List. Neither can accept nor refuse overtime for the other.
- H. If after the SAC begins calling overtime, an eligible employee calls and requests their name be placed on the Overtime Sign-Up List, the SAC shall place the employee on the Overtime Call List according to their hours and seniority.
 - 1. If the SAC has not reached the employee according to his hours, he shall be contacted when the SAC reaches his name.
 - 2. If the employee's name has been passed, he shall be offered a job at that point, provided he is certified and qualified for the job. He shall not bump assigned jobs.
- I. In accordance with Section 8.F of this Article, employees shall not be drafted or expected to work overtime on their days off if vacation is scheduled for their first regularly scheduled day back. Employees shall only be contacted by the SAC one time to be offered overtime. Employees shall only accept overtime jobs they are willing and capable of working. If the employee accepts overtime and later finds that he is unable to fulfill his commitment, he must call it back at least one hour before the scheduled shift starts.
 - 1. Employees will be allowed one (1) overtime callback per month for non-emergency but personal reasons. After the callback in each month has been used, progressive discipline steps may be considered on a case by case basis.
 - 2. Unused callbacks shall not carry over from month to month.
- J. If, after attempting to contact all employees on the Overtime Sign-Up List, there are still jobs to fill, begin calling the "Unable to Contact" (UTC) employees.
- K. If an employee, who was unable to be contacted, calls after overtime scheduling is completed, that employee remains available to work any overtime that may come open during the current shift, provided he is certified and qualified for the job. These employees shall be contacted beginning with the employee with the lowest number of hours.

ARTICLE 13
OVERTIME AND OTHER PAYMENTS

- L. If an overtime job is canceled, the SAC shall notify the affected employee(s) who selected that job and tell them of the cancellation. They shall be first up on the Overtime Call List for other overtime jobs that may come open.

Section 8. Drafting

- A. When the Overtime Sign-Up List is exhausted and jobs remain to be filled, on-duty eligible employees shall be drafted to fill the remaining overtime jobs.
- B. Employees who are drafted prior to leaving the Plant site will be considered scheduled to work overtime.
- C. The Company and the Union recognize there may be extenuating circumstances which would justify not drafting the employee. These situations shall be reviewed on a case by case basis for approval by the on-duty Shift Commander.
- D. Employees shall be drafted beginning with the eligible certified and qualified on-duty employee with lowest seniority, and continue drafting, working up the seniority list until all jobs are filled.
- E. Employees cannot be drafted to work more than one-half of their scheduled days of rest.
1. An employee who has a doctor's appointment scheduled for the next day shall not be drafted unless the employee and the Shift Commander can come to a mutually agreeable resolution for the employee to work around the appointment. The supervisor may request confirmation of the doctor's office visit (i.e. office receipt or note from doctor).
- F. On-duty employees who have vacation scheduled their first regularly scheduled day back shall not be drafted.
- G. Employees who were unable to be contacted and later call to request a job shall be given the job issued to the most senior drafted employee, provided the caller is certified and qualified for the job. The senior drafted employee shall be advised he is no longer drafted.
- H. If an employee is drafted and calls the job back for the following reasons, illness, injury, valid emergency, the employee shall call it back at least one (1) hour before the shift starts. In cases of illness or injury, the employee shall provide valid documentation (i.e., office receipt or note from doctor) to their Shift Commander for approval. In the case of a valid emergency, the employee shall provide acceptable information to the on-duty Shift Commander for approval. If the Shift Commander is not provided with valid documentation or acceptable information, progressive discipline steps shall be enforced.

Section 9. Overtime Meal Allowance

Employees, who work overtime on a continuous basis, with less than sixteen (16) hours advance notice, shall be furnished an overtime meal allowance as noted in the appropriate paragraphs below:

- A. Employees who work two (2) or more hours beyond the end of their regularly assigned shift shall be granted an overtime meal allowance of four dollars (\$4.00).
1. Employees shall be granted an overtime meal allowance of four dollars (\$4.00) for each successive four (4) hours of work.
- B. Meal allowances earned shall be added to the employee's pay.

ARTICLE 13
OVERTIME AND OTHER PAYMENTS

Section 10. Continuous Overtime

An employee required to work overtime shall be paid overtime for all hours worked until he has had eight (8) hours off duty.

Section 11. Changes in Scheduled Reporting Time

- A. When an employee is notified prior to leaving the Plant that he is scheduled to report for work prior to his regular scheduled starting time, he shall receive a minimum of one (1) hour pay at the appropriate rate, provided he reports for the early work and continues working his regular shift. This early work shall be approved by the Protective Force Department Manager after notification to the Business Agent.
- B. When an employee is scheduled for work on a scheduled day of rest or is scheduled to report for work prior to his regular scheduled starting time and is later called while off-duty and given a revised scheduled starting time, which is more than one (1) hour different than the original scheduled starting time, he shall receive a minimum of two (2) hours pay at the appropriate overtime rate, provided he works the shift as scheduled.

**ARTICLE 14
HOLIDAYS**Section 1. Holiday Pay

Each employee covered by this Agreement shall receive holiday pay for the following designated holidays not worked at the rate of eight (8) hours pay at his base hourly day rate, subject to the conditions set forth in this Article.

Section 2. Holidays Observed

A. The designated holidays are:

New Year's Day	Columbus Day (2)
Good Friday	Thanksgiving Day
Memorial Day (1)	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	10th Holiday (3)

(1) Shall be observed last Monday in May.

(2) Shall be observed second Monday in October.

(3) For each contract year, December 24 shall be celebrated as the 10th Holiday for all Rotating Group employees.

B. For each contract year, all other Bargaining Unit employees shall celebrate the 10th Holiday as follows:

1. For the first contract year, December 24, 2012, shall be celebrated as the 10th Holiday.
2. For the second contract year, December 24, 2013, shall be celebrated as the 10th Holiday.
3. For the third contract year, December 26, 2014, shall be celebrated as the 10th Holiday.
4. For the fourth contract year, December 24, 2015, shall be celebrated as the 10th Holiday.
5. For the fifth contract year, December 27, 2016, shall be celebrated as the 10th Holiday.

C. Under no circumstances shall an employee be allowed more than ten (10) holidays in any one contract year.

Section 3. Special Shift Observance

Special Shift employees working a Monday through Friday schedule, designated holidays falling on Saturday shall be observed the preceding Friday for all purposes under this Agreement and no holiday premium shall be paid for Saturday; and holidays falling on Sunday shall be observed the following Monday for all purposes under this Agreement and no holiday premium shall be paid for Sunday.

Section 4. Rotating Group Observance

For Rotating Group employees, the above designated holidays shall be observed on the day which they fall. If a holiday falls on a scheduled day of rest, employees shall receive holiday pay allowance in accordance with Section 1 of this Article.

**ARTICLE 14
HOLIDAYS**Section 5. Holiday Pay Eligibility

- A. To be eligible for holiday pay, employees must work four (4) or more hours on the last scheduled workday preceding the holiday and four (4) or more hours on the next scheduled workday following the holiday.
1. Payment shall be made if the employee worked during the week but was absent on one of the above days due to emergency illness at home.
 2. Payment shall be made if the employee was absent on one or both of the above days, or the entire week, due to verified illness (verified by a doctor's certificate), funeral leave, jury duty, military leave or leave of absence approved in writing by the Chief of Protective Force prior to the date of absence.
- B. An employee who is scheduled to work on a designated holiday and fails to report due to verified illness may utilize available sick leave accruals for the unpaid portion of the shift, if desired.

Section 6. Forfeiture of Holiday Pay

An employee who is scheduled to work on a designated holiday and fails to report, except for verified illness, funeral leave, military leave, jury duty or emergency approved by the Shift Commander, shall not receive holiday pay.

Section 7. New Employees

New employees shall receive holiday pay in accordance with Section 1 of this Article for designated holidays not worked, but only if they remain on the payroll for thirty (30) continuous calendar days.

Section 8. Holiday During Vacation

The number of employees normally allowed vacation at one time from each Rotating Group on any designated holiday is outlined in Article 15, Section 3.I. When a designated holiday falls within an employee's scheduled or nonscheduled vacation, he may elect to be paid only holiday pay or be paid full vacation in addition to holiday pay, as provided in this Article.

Section 9. Holidays in Conjunction with Sick Leave Supplement

For Rotating Group employees, all holidays shall be paid at one hundred (100%) percent for an employee on sick leave supplement when the holiday(s) falls on a scheduled day of rest. An employee on sick leave supplement shall be paid at seventy (70%) percent of normal wages when a holiday(s) falls on a scheduled day of work.

Section 10. Overtime Computation

Paid holidays shall be considered time worked when computing overtime after forty (40) hours, only if the paid holiday falls on one of the employee's scheduled workdays within the payroll week.

Section 11. Holiday Worked

- A. Employees working a designated holiday which falls on a scheduled workday shall be paid holiday pay as provided in Section 1 of this Article and, in addition, time and one-half his base rate of pay for all hours worked, in lieu of any other compensation.
- B. Employees working a designated holiday which falls on a scheduled day of rest shall be paid holiday pay as provided in Section 1 of this Article and, in addition, two (2) times his base rate of pay for all hours worked, in lieu of any other compensation.

**ARTICLE 15
VACATIONS**Section 1. Eligibility

- A. For continuous service at Pantex, as outlined below, an employee shall be granted vacation with pay, subject to the provisions of Paragraph B of this Section 1 as follows:

<u>*Net Service</u>	<u>Hours of Vacation</u>
6 months	40
1 thru 4 years	80
5 thru 9 years	120
10 thru 19 years	160
20 years or more	200

* Net service is continuous service at Pantex from last date of hire less any calendar days an employee has been on long-term leave of absence.

- B. Vacation accruals shall be credited to the employee's vacation balance once a month. Adequate accrual to cover the vacation must be credited on the date the vacation begins.

Section 2. Vacation Pay

Vacation pay shall be computed at the employee's base hourly day rate on the date the vacation begins. Vacation pay shall be for the number of hours in the employee's regularly scheduled workday or workweek.

Section 3. Vacation Period

- A. Vacations may be taken any time within the year subsequent to the period during which they were accrued subject to scheduling limitations and requirements. Vacation schedules shall be arranged to best fit the needs of operations with due regard to preference of individual employees.
- B. Employees shall be allowed a first, second and third preference as to time of vacations. Senior employees shall not exercise second preference until the junior employees have had an opportunity to exercise a first preference. Senior employees shall not exercise third preference until the junior employees have had an opportunity to exercise a second preference.
- C. Employees shall be given the opportunity to designate their choice of days and shall be permitted to either begin or end their vacation on their regular scheduled day off.
- D. Vacations shall be given employees on such dates, or as near as may be practicable, when, in the judgment of the Company, such days do not conflict with or impair plant operations.
- E. Vacation for all employees with at least six (6) months of continuous service may be taken, subject to other provisions of this Article, in full workday increments or in increments of one (1) or more full hours.
1. Vacations are not cumulative and must be started, or taken, within the year following the year during which they were accrued.
 - a. If an employee is not actually at work due to an incapacitating injury, or illness, and is eligible for accrued sick leave benefits, as outlined in Article 16 - Sick Leave, at the time his vacation must be started, or taken, within the vacation year, the vacation shall be held in abeyance until the employee returns to work, or termination, subject to the provisions of Section 5.B of this Article.

**ARTICLE 15
VACATIONS**

- b. If an employee is not actually at work due to Military Leave, as outlined in Article 17, Section 3, at the time his vacation must be started, or taken, within the vacation year, the vacation shall be held in abeyance until the employee returns to work, or termination, subject to the provisions of Section 5.C of this Article.
- c. If an employee is able to return to work, the accrued vacation shall be scheduled at the earliest practicable date, as determined by the Company.
- d. Employees shall accrue their vacation hours based on their number of years of service. The balance of the vacation hours cannot exceed twice the employee's annual accrual at any point in time. For example, if an employee is accruing 160 hours of vacation a year, their balance cannot exceed 320 hours at any time during the year. Once an employee's vacation hours balance reaches the maximum number of hours allowed, accrual shall cease until the balance drops below the maximum allowed. Once an employee reaches a milestone year where they shall begin to earn additional vacation hours, the maximum balance shall be increased to twice the new annual accrual.

F. Scheduled Vacations

- 1. Employees shall be offered the opportunity on a seniority basis to indicate a first, second and third vacation preference during the scheduling months of January and February of each year.
- 2. Vacations scheduled prior to March 1 may be canceled after March 1 subject to loss of seniority rights, and vacations may be rescheduled for available days as noted in the group schedule.
- 3. If an individual has scheduled his vacation and becomes ill, or cancels his vacation for any reason, he may take any open date for rescheduling the vacation; however, he shall not be entitled to bump anyone for the period he may desire.
- 4. Employees who bid from one group to another shall be allowed to carry forward their scheduled vacation periods.
- 5. Employees who are transferred from one group to another, at the request of the Company, shall be allowed to carry forward their scheduled vacation periods.
- 6. Employees who request and receive approval from the Company for a transfer from one group to another shall not be allowed to carry forward scheduled vacation periods, unless there are corresponding openings in the new group schedule. If there are no corresponding openings, the employee's scheduled vacation periods shall be canceled and rescheduled, subject to existing vacancies within the new group schedule.
- 7. Employees shall schedule vacations in accordance with these Articles of Agreement.
- 8. There shall not be any standby or "just in case" lists. If the maximum number of employees are scheduled off, the employee shall not be allowed to put his name on standby in the event another employee turns back a first, second or third preference vacation.
- 9. If an employee turns back a first, second or third preference vacation during the year, supervision shall announce the vacation during shift briefing, as soon as it is known. This will allow employees to discuss the vacation with their family and plan accordingly.
- 10. Supervision shall make the announcement, when possible, for two (2) consecutive shift briefings.
- 11. After the second announcement, supervision shall award the vacation to the senior eligible employee requesting the vacation.

**ARTICLE 15
VACATIONS**

12. Shift Commanders shall give the employees at least three (3) hours after the second announcement to allow any employee who is hearing the announcement for the first time the opportunity to discuss the vacation with their family.
13. Each Shift Commander shall determine at what time the vacation shall be awarded after the second announcement.
14. Employees who are off (vacation, sick leave, military leave, etc.) may not hear this announcement. Supervision shall award the vacation on the second announcement day even though these employees have not been offered the opportunity for the vacation.
15. The senior eligible employee shall not be required to turn back any vacation in order to get this new preference vacation, provided they have sufficient vacation accrual to cover all scheduled vacation.

G. Nonscheduled Vacations

1. Nonscheduled vacations are considered to mean those vacation hours not scheduled in accordance with paragraph F above.
2. Such accrued vacation credits may be taken in increments of one (1) or more full hours.
3. Requests for nonscheduled vacation days must be made to the employee's Shift Commander at least one workday prior to the desired date. In exceptional situations, an off-duty employee may obtain approval for nonscheduled vacation from the on-duty Shift Commander.
4. Requests for nonscheduled vacation days shall be on a "first come, first served" basis. Requests for nonscheduled vacation time of less than a full day shall be considered after all full day requests are honored.
5. Regularly scheduled vacation periods, as described in paragraph F above, take precedence.

H. Emergency Vacations

1. Emergency vacations may be granted in case of serious illness or death in the immediate family (as listed in Article 18), or for other emergencies considered acceptable to the Company.
2. If vacations have not been scheduled, the individual may still exercise his first and second choices in scheduling his remaining vacation time.

I. Vacation Scheduling

1. The following number of employees shall normally be allowed absence at one time from each Rotating Group and Special Shift for vacation:

Rotating Group - Non-Holiday	9%
Rotating Group - Holiday	10%
Special Day Shift	10%
Construction - Days	10%
Construction - Evenings	10%
Cadre	10%

**ARTICLE 15
VACATIONS**

- a. The calculation to determine the number of employees who may take vacation shall be based on rounding up at .5 or greater.
- b. These employee numbers shall be calculated to be effective each February 1 throughout the life of the Agreement.
2. If there are significant fluctuations in personnel strength, these allocations may be realigned subject to agreement between the Company and the Union.
3. If extraordinary operational circumstances (e.g., OA's & Audits, etc.) preclude granting vacation as described above, Security management shall explain the reason(s) to the Business Agent.

Section 4. Vacation Pay on Termination

Any employee leaving the service of the Company shall be paid the vacation credits due him.

Section 5. Effects of Leave of Absence

A. Leave of Absence for Personal Reasons

In calculating the amount of vacation due, no deduction shall be made for approved short-term leaves of absence. An employee who has been on a long-term leave of absence shall be eligible for vacation accruals for the portion of the year during which he has been at work.

B. Leave of Absence for Disability

1. In calculating the amount of vacation due, no deduction shall be made for time lost due to sickness, subject to the provisions of Section 4, Article 17, if the employee is physically able to return to work within twelve (12) months from the date of absence. Vacation normally earned had the employee actually been at work shall be credited to him to be taken in accordance with the provisions of Section 3 of this Article. In the event an employee's sick leave accruals expire before he becomes available for work within the first twelve (12) months of absence, he may request in writing that vacation accruals previously earned and credited to him for full accrual periods be paid to him after sick leave credits expire.
2. If the employee is terminated for being permanently disqualified, for being entered into Long-Term Disability, or for being unable to return to work within twelve (12) months from the date of absence, he shall receive no vacation accruals during the absence period, except for the first thirty (30) calendar days of the absence. However, any vacation accruals earned and not taken, including vacation credits accrued during the first thirty (30) calendar days of the absence, shall be credited to the employee and shall be paid to him in accordance with Sections 1 and 2 of this Article.

C. Military Leave of Absence

1. In calculating the amount of vacation due, no deduction shall be made for time lost due to Military Leave, subject to the provisions of Section 3, Article 17, if the employee is able to return to scheduled work within twelve (12) months from the date of absence. Vacation normally earned had the employee actually been at work shall be credited to him to be taken in accordance with the provisions of this Article.

ARTICLE 16
SICK LEAVEGeneral:

- A. Sick leave absences shall only be taken for valid illness/injury, or medically required reasons which would preclude an employee from reporting to work.
- B. Employees should make a reasonable attempt to schedule required medical appointments in a manner which minimizes time lost from work.
- C. Sick leave abuse is not condoned by either the Company or the Union.
- D. Visitations may be made in administering the sick leave program for cause.

Section 1. Accrual of Credits

- A. Each employee shall accumulate sick leave credits at the rate of eight (8) hours for each full continuous month on the active payroll (includes the first thirty [30] calendar days of any short or long-term leave of absence or combination thereof and the first thirty [30] calendar days of any absence for illness or injury). As sick leave is used, it shall be deducted from the credits accumulated. The net total of credits accumulated shall not exceed one thousand six hundred (1600) hours at any one time.
- B. Employees shall carry over all unused sick leave credits accrued prior to the date of this Agreement.
- C. No advance of sick leave credits shall be made.

Section 2. Sick Leave Benefits Defined

- A. Accrued sick leave credits paid at one hundred percent (100%) of the employee's base hourly day rate for his regularly scheduled work day.
- B. Sick leave supplement paid at seventy percent (70%) of the employee's base hourly day rate for his regularly scheduled work day.

Section 3. Payment of Sick Leave Credits

- A. Payment for any absence of up to two (2) consecutive full or partial workdays shall be made without the submission of a doctor's certification, except as provided in Section 3.C. Payment shall be automatic.
 - 1. A partial day of absence shall be considered the same as a full day of absence in determining if an absence exceeds two (2) consecutive workdays.
- B. Payment for absences in excess of two (2) consecutive full or partial workdays requires submission of a doctor's certification (currently the PX-53B) and Sick Leave Administrator (SLA) approval.
 - 1. In the event the employee's physician has released the employee to return to work and the Occupational Medicine Department (OMD) does not approve the employee to return to work, payment of sick leave benefits, for which eligible, shall be continued.
 - 2. In the event employees are on required prescription medication (requiring eight (8) hour abstinence rule) preventing them from returning to work, the top portion of the PX-53B may be signed by the employee in lieu of a doctor's certification if the condition and related prescription are on file with OMD.
- C. No sick leave benefits shall be approved by the SLA for absences, requiring a doctor's certification, due to illness or injury so slight that they do not incapacitate the employee for performance of regular or assigned duties.

ARTICLE 16
SICK LEAVE

- D. The doctor's certification may be submitted at any time from the first day of absence, but must be submitted within fifteen (15) calendar days from the beginning of the absence. Failure to comply with this requirement shall void all claims for sick leave benefit for the period involved in the claim. Payment of benefit shall be made on the first pay period after receipt of SLA approval.
- E. No sick leave benefits shall be paid for absences due to injuries or illnesses which an employee may incur during the first thirty (30) calendar days of his employment.
- F. False claims for sick leave benefits shall be grounds for disciplinary action.
- G. Sick leave accrual shall not be paid upon termination.

Section 4. Sick Leave Supplement

May be paid only after exhaustion of accrued sick leave credits. Employees in an approved sick leave status (requires submission of a doctor's certification and Sick Leave Administrator (SLA) approval) who do not possess adequate sick leave credits to remain in a pay status may have their pay continued at seventy percent (70%), per Section 2.A.2, for the remaining duration of the incapacitation period, not to exceed a total incapacitation period of twenty-six (26) weeks.

Section 5. Notification

The employee must notify the Shift Commander or other appropriate Security supervision not later than one hour prior to the beginning of his scheduled shift on all days he is absent. The Company realizes there will be emergency situations where this one hour notification will not be practicable and those cases will be considered on an individual basis.

Section 6. Status Change

- A. If an employee is in a vacation status and becomes hospitalized, the employee may be paid accrued sick leave benefits, in lieu of vacation accruals, from the date of initial hospital confinement. Submission of a doctor's certification to the SLA is required.
 - 1. Hospitalization is defined as day surgery or hospital admission.
- B. If an employee is receiving sick leave benefits at the time of the death of a member of his immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of Article 18 in lieu of sick leave benefits, based on submission and approval of a claim for funeral leave benefits.
- C. If an employee is in a sick leave status, Holiday pay eligibility is covered under Article 14 of the Agreement.

Section 7. Medical Certification

The Company reserves the right to require medical certification in conjunction with applicable Federal Law, such as the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA). This requirement does not affect pay eligibility under other provisions of this Article.

Section 8. Sick Leave Review and Correction Process

The intent of the review and correction process is to resolve potential abuse before it evolves into a disciplinary matter.

- A. On a quarterly basis, the Shift Commander shall review the attendance of employees assigned to his group.
- B. The previous twelve (12) months based upon a rolling calendar year shall be reviewed.

ARTICLE 16
SICK LEAVE

- C. An employee who has eighty-four (84) (based on core hours) or more hours of unexcused sick leave not covered by a 53B as determined by the SLA/OMD Administrator, or has developed a pattern of absence abuse, (e.g., frequent two-day absence absences that do not require a 53B, frequent absence on weekends or full day absences for medical appointments) shall be notified by the Shift Commander that his sick leave use is questionable, and if not corrected could be addressed as an abuse/discipline issue.
1. For an absence to be considered excused, an employee must have submitted the 53B with a physician's signature and diagnosis within fifteen (15) calendar days from the beginning of the absence to the SLA/OMD Administrator.
- D. If an employee is not contacted by the Shift Commander during the review and correction process, the employee shall not be placed on Absence Verification and no further action is required.
- E. The intent of these discussions shall not be of a derogatory nature and shall not be noted on the employee's PX-3042.

Section 9. Absence Verification

- A. During the next quarterly review, the employee shall be placed on Absence Verification if the employee has one hundred (100) or more hours (based on core hours) of unexcused sick leave use not covered by a 53B or has a pattern of sick leave use in a twelve (12) month (rolling calendar) year.
- B. The employee shall be issued a letter of Absence Verification and placed in the program for a ninety (90) day period. If the abuse is corrected, no further action is required. However, if abuse returns, the matter shall transition into formal discipline.

Section 10. Occupational/Non-occupational Disability

- A. In cases of occupational illness or injury, the employee may elect to use sick leave benefits to be paid for the first week of absence. If Worker's Compensation is paid for this first week of absence, sick leave credits shall be reinstated as appropriate. In addition, the employee may elect to use sick leave benefits after the first week to make up the difference between Worker's Compensation and the employee's regular net take home pay (base pay less FITW and FICA) and sick leave credits shall be charged accordingly. Any Worker's Compensation payments shall be deducted from the employee's regular pay.
- B. Employees who exhaust accrued sick leave credits may utilize the sick leave supplement to augment Worker's Compensation payments up to seventy percent (70%), per Section 2.A.2.
- C. Employees may be paid sick leave benefits for non-occupational illness/injury in accordance with the provisions of this Article.

Section 11. Sick Leave Credit Buyback

- A. Employees who have used less than forty-eight (48) hours of sick leave benefits in a payroll year shall be reimbursed in January of the following year for the difference between forty-eight (48) hours and the actual sick leave hours used in the previous payroll year (not to exceed balance of sick leave accrual). Employees desiring not to receive the buyback may so elect by submitting a form provided by the Company. Only employees on the active payroll at the time of the buyback payment shall be eligible to participate. Such reimbursement shall be at the employee's base hourly day rate.
- B. Employees who have not reached four hundred (400) hours of sick leave credits shall not be eligible to participate in the sick leave credit buy back.

ARTICLE 16
SICK LEAVE

- C. Employees who receive sick leave credit buyback reimbursement shall have such credits deducted from their sick leave credit accrual, unless the employee's sick leave accrual is at the 1600 hour maximum at the end of the payroll year.
- D. All paid sick leave absences count against the buyback.

Section 12. Sick Leave/Long Term Disability Coordination

Employees shall be allowed to exhaust accrued sick leave credits before commencing Long Term Disability (LTD).

ARTICLE 17
LEAVE OF ABSENCESection 1. Leave of Absence for Personal Reasons**A. Short-Term Leave of Absence**

The Company may, upon request, excuse an employee from work for personal reasons for a reasonable length of time, not to exceed thirty (30) calendar days without pay and with service credit for the period of the excused absence, provided the reasons for absence are satisfactory to the Company and the employee's absence shall not interfere with the efficient operation of the business.

B. Long-Term Leave of Absence

In exceptional cases, the Company may approve a leave of absence for more than thirty (30) calendar days. Such long-term leaves of absence shall be without pay. Service credit shall be applied for the first thirty (30) calendar days only.

Section 2. Leave of Absence for Union Business

Union Officers and Representatives may be permitted excused absences without pay, not exceeding a cumulative total of fifteen hundred (1500) hours each contract year during the life of this Agreement, to attend to business of the Union. These absences for Union Business shall be approved provided that, in the judgment of the Company, the absences do not interfere with the duties and responsibilities of the Protective Force.

Section 3. Military Leave of Absence**A. Training**

1. Employees, who are members of the National Guard or Reserve Component of any military branch, shall be granted a leave of absence of up to fifteen (15) workdays per calendar year for training. Based on written concurrence by the Protective Force Department Manager, employees scheduled to work the night shift the day prior to training may elect to take that day off, as a training day at the Military differential rate. In no case will paid training days exceed 15 days.
2. During this absence, employees shall be paid the difference between their base hourly day rate and the base government pay received for workdays absent (excluding allowances and travel pay).
3. Payment shall be for the number of hours in the employee's regularly scheduled workday or workweek based on the employees work schedule at the time of the training.
4. Subject to operational requirements and approval by the applicable Shift Commanders, employees may trade workdays to accommodate annual training. The involved employees shall sign and submit a Workday Trading Form, supplied by the Union, to the applicable Shift Commanders for consideration and approval. Approval to trade workdays shall be completed at least seven (7) calendar days in advance of the first workday to be traded. It is the responsibility of the requesting employee to ensure adequate time is available for approval to trade the requested workdays. Trading workdays shall not create additional overtime for the involved employees.

B. Unit Deployment and Individual Augmentee Support

1. Employees, who are members of the National Guard or Reserve component of any military branch, shall be granted a paid leave of absence of up to two (2) months for Unit Deployment or Individual Augmentee Support.
2. During this absence, employees shall be paid the difference between their base hourly day rate and their base government pay received for workdays absent (excluding allowances and travel pay).

ARTICLE 17
LEAVE OF ABSENCE

3. Payment shall be for the number of hours in the employee's regularly scheduled workday or workweek based on the employees work schedule at the time of the deployment or individual augmentee support.
4. For Unit Deployment and Individual Augmentee Support, employees shall continue to accrue seniority and other service credits, except sick leave, for a period not exceeding twelve (12) months from the date of first absence.

Section 4. Leave of Absence Due to Illness or Injury

- A. An employee who is unable to work because of illness or injury shall be placed on leave of absence due to illness or injury effective the first date of absence from scheduled work. Leaves of absence due to illness or injury shall be without pay from the Company, except an employee may be paid under the provisions of Article 16 - Sick Leave.

During leaves of absence due to illness or injury:

1. Sick leave and vacation shall continue to accrue for a period not exceeding the first thirty (30) calendar days of absence from scheduled work.
 2. Vacation accruals forfeited after thirty (30) calendar days shall be reinstated if the employee returns to work within twelve (12) months of the first date of absence from scheduled work.
 3. Seniority and other service credits shall continue to accrue for a period not exceeding twelve (12) months from the first date of absence from scheduled work.
 4. Employees must provide medical certification in accordance with Article 16, Section 2.K of this Agreement, and every thirty (30) days thereafter, to remain eligible for sick leave benefits as defined in Article 16, Section 2.A of this Agreement. Failure to comply with this requirement shall void all claims for sick leave benefits for the period involved in the claim.
- B. As outlined in the Articles of Agreement, employees shall continue paid leave of absence due to illness or injury until accrued sick leave is exhausted.
1. During any such leave of absence due to illness or injury, only seniority shall accrue for the period of the extended leave of absence.
- C. Employees entered into Long Term Disability shall be terminated.

Section 5. Leave of Absence Due to Inclement Weather

- A. All employees able to fill a security post are considered critical employees and shall report to work as scheduled during an official plant closure for inclement weather.
- B. Employees on limited duty or in the Caseworker Program and serving in a capacity outside their normal duties shall be paid a maximum of two (2) workdays per contract year at their base hourly day rate, depending on their shift assignment for time lost due to plant closure because of inclement weather.
- C. Employees previously approved for vacation or on sick leave during a plant closure because of inclement weather shall remain in the same status.

ARTICLE 18
FUNERAL LEAVE AND JURY EXAMINATION OR SERVICE

Section 1. Funeral Leave

- A. The Company shall pay an employee for up to three (3) workdays for absence from work due to the death of a member of his immediate family. The three (3) workdays for which the employee is paid funeral leave must be consecutive and include the day of the funeral and workday(s) immediately preceding or following the day of the funeral. Exceptions to this time for employees who have to travel a significant distance may be granted by the Safeguards & Security Division Manager.
1. Immediate family includes husband, wife, son, daughter, mother, stepmother, father, stepfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, stepchildren, son-in-law and daughter-in-law.
 2. Payment may be made, under the provisions of this Article, to an employee where the deceased relative is not a member of the immediate family, as defined above, but served in the place of a parent to the employee, subject to the approval of the Human Resources Division Manager.
- B. Funeral leave payment shall be for the number of hours in the employee's regularly scheduled workday or workweek, but shall not exceed twelve (12) hours per day.
- C. Funeral leave payment shall be at the employee's base hourly day rate.
- D. If an employee is in an approved vacation status at the time of the death of a member of his immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of this Article in lieu of vacation credits, based on submission and approval of a claim for funeral leave benefits.
- E. Employees shall notify the on-duty Shift Commander of the death of the member of his immediate family on or before the first day of absence.

Section 2. Jury or Witness Service

- A. An employee who reports for examination or service as a juror, or who serves as a witness summoned by the court, except as a principal, shall be paid his base hourly day rate for time lost from regularly scheduled work. Payment shall be for the number of hours in the employee's regularly scheduled workday or workweek, but shall not exceed twelve (12) hours per day.
- B. Employees shall notify their Shift Commander when summoned for jury duty or subpoenaed by the court as a witness.
- C. Employees shall follow instructions provided on the summons or subpoena.
- D. Rotating Group employees scheduled for the night shift during jury examination or service shall be transferred to day shift for the entire set which includes the service date(s), and for the duration of the jury or witness service, as applicable.
1. If not required to appear employees shall contact the Security Administrative Coordinator (SAC) to coordinate return to work scheduling.
 2. The SAC shall not backfill employee jobs with overtime callout until contacted by the employee.
 3. Employees shall contact the SAC by 1930 the night before their summons date. If the SAC has not been contacted by this time the SAC shall contact the employee.
- E. At completion of service employees shall contact the SAC for scheduling.

ARTICLE 19
SAFETY AND HEALTHSection 1. General

- A. The Company and the Union recognize the importance of maintaining a safe working environment and shall continue to cooperate toward the objective of eliminating or controlling health and safety hazards and encouraging employees to follow safe procedures and practices.
- B. Union representatives, designated by the Union, to serve on accident investigations, which may include an Accident Review Board, shall be provided with appropriate training in a timely fashion.
- C. All employees shall be required to conform to safety rules and regulations that are currently in place, and those that may be issued from time to time by the Company. The Company shall continue the current practice of providing the Union with copies of such rules before they are finalized to obtain the Union's input on the rules. The Company recognizes the Union's right to challenge such rules through arbitration on the basis the rules are not reasonable.
- D. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to work with the Company in achieving and maintaining these conditions.

Section 2. Safety Council for Safety and Health Activities

- A. A President's Council and Joint Company & Union Safety Council shall be established by the General Manager to review safety and health activities, evaluate and identify safety trends to achieve safety goals, and make appropriate recommendations to assist in the reduction and mitigation of workplace injuries, illnesses and hazards. The Union shall have membership on the President's Council and Joint Company & Union Safety Council. Such membership shall consist of the Business Agent or President, or their designee. General Council functions shall include:
 - 1. Meeting at least monthly on a regularly established schedule. Special meetings may be convened on an irregular basis as needed. Special meetings shall be scheduled at the sole discretion of the General Manager or Environment, Safety and Health (ES&H) Division Manager.
 - 2. Reviewing Occupational Safety and Health Administration (OSHA) recordable injuries and illnesses and other safety related accident reports as deemed necessary.
 - 3. Conducting on-site investigations as deemed necessary by the Council to establish and support safety goals and objectives while providing oversight to the Pantex Plant Safety Program.
 - 4. Discussing health and safety matters of mutual concern, making recommendations to appropriate managers and following up to assure corrective action is taken on a timely basis.
- B. Union representatives serving on the President's Council and Joint Company & Union Safety Council shall not suffer loss of pay for time spent during regular working hours conducting approved President's Council and Joint Company & Union Safety Council business.
- C. Minutes of all President's Council and Joint Company & Union Safety Council meetings shall be maintained by the Company. Copies of the minutes shall be provided to President's Council and Joint Company & Union Safety Council members and others as may be deemed appropriate by the President's Council and Joint Company & Union Safety Council.

ARTICLE 19
SAFETY AND HEALTHSection 3. Safety

- A. In the interest of maintaining high standards of safety and to minimize industrial accidents, the following is agreed:
1. The Company shall comply with all state and federal safety, health and sanitary laws. Suitable washrooms, with a sufficient number of showers and individual lockers, shall be maintained and kept in clean and sanitary condition. Employees shall, at all times, preserve such rooms and equipment from damage and shall cooperate in keeping them in a clean and orderly condition. An adequate number of cold water drinking fountains shall be located in all working areas where fluid intake is permissible and practicable. Working areas that do not have potable water shall, where practicable, have a water cooler provided, or other means of having water.
 2. Adequate safety devices shall be provided by the Company and, when such devices are furnished, employees shall use them for their own safety and the safety of their fellow employees.
 3. The Company shall furnish necessary protective clothing and equipment to protect employees while engaged in hazardous work. Protective clothing and equipment shall be furnished by the Company without cost to the employee.
 4. Employees shall be informed of any health hazards associated with materials used in the work process through on-the-job training, Material Safety Data Sheets (MSDS), product labeling and education.
 5. The Company shall endeavor to utilize engineering controls in a timely fashion, to limit occupational health and safety hazards. Such controls shall be tested and maintained by the Company.
 6. Representatives of the Union shall be provided access to the Plant subject to health, safety and security restrictions and considerations, for the purpose of inspecting facilities where concerns exist or where it is thought safety and health problems may have occurred.
 7. No employee shall suffer loss of pay for any time off while obtaining medical treatment or examination requested by the Company.
 8. The Company shall be responsible for providing adequate first aid and firefighting equipment in each building.
 9. The Company shall be responsible for complying with all applicable fire codes.

Section 4. Physical Examinations

Medical examinations and tests performed by a licensed physician, which are required by the Company to confirm an initial diagnosis, shall be conducted on Company time and at Company expense. This shall include examinations and tests required by the Company for the purpose of determining whether an employee meets required minimum medical and physical standards. Arrangements for such examinations and tests shall be made by the Company.

Section 5. Personal Relief

An adequate number of employees shall be furnished to provide emergency and personal relief for the safety and health of the employees.

Article 20
Wages and Cost of Living Allowance

ARTICLE 20
WAGES AND COST OF LIVING ALLOWANCE

Section 1. Wage Schedule

Rates of pay and effective dates for job classifications are established as follows:

HOURLY PAY RATES

Classification	6/11/12	6/10/13	6/9/14	6/8/15	6/6/16
Security Officer	1.50% \$24.40	1.50% \$24.77	1.50% \$25.14	1.50% \$25.52	1.50% \$25.90
Security Police Officer Fixed Post Readiness	Initial \$25.03	2.50% \$25.66	2.50% \$26.30	2.50% \$26.96	2.50% \$27.63
Security Police Officer I Basic Readiness	2.50% \$25.66	2.50% \$26.30	2.50% \$26.96	2.50% \$27.63	2.50% \$28.32
Security Police Officer II Advanced Readiness	2.50% \$27.01	2.50% \$27.69	2.50% \$28.38	2.50% \$29.09	2.50% \$29.82
Security Police Officer III Advanced Readiness/SRT	2.50% \$28.19	2.50% \$28.89	2.50% \$29.61	2.50% \$30.35	2.50% \$31.11
CAS Technician	2.50% \$27.37	2.50% \$28.05	2.50% \$28.75	2.50% \$29.47	2.50% \$30.21

The PGU Business Agent shall receive \$2.00 per hour in addition to his regular hourly rate of pay.

The PGU Safety Officer shall receive a \$1.00 per hour increase in wages while preparing for OSHA safety certification, and upon successful completion of the OSHA safety certification, he shall receive an additional \$1.00 per hour increase. The OSHA safety certification shall consist of 10- and 30-hour General Industry Safety Certification and 24-hour HAZWOPPER Training. Training expenses in achieving certification shall be approved in advance and paid by the Company. The wage increase remains in effect as long as the position and certification is maintained.

Section 2. Temporary Promotion

Employees who are temporarily promoted to fill a vacancy created by the absence of a Central Alarm Station Technician shall receive the CAS Technician rate of pay for the entire shift.

Section 3. Paydays

Paydays shall be once every two (2) weeks, via electronic funds transfer (EFT), and shall not be later than the Friday after the end of the second payroll week.

ARTICLE 20
WAGES AND COST OF LIVING ALLOWANCE

Section 4. Special Check Procedures

- A. A Special Check shall be prepared upon written request of the employee, when the shortage is:
1. Eight (8) or more hours of pay for the pay period; or
 2. Less than eight (8) hours of pay if:
 - a. The employee's normal base rate hours for the pay period are short.
 - b. The request is emergent in nature, and approved by the Protective Force Department Manager with concurrence of the Finance Division and notification to the Business Agent.
- B. Approved written requests for Special Checks must be faxed to the Payroll Department not later than close of business on the second workday following the pay day in which the shortage occurred. The employee requesting the Special Check must ensure the Payroll Department received the fax.
- C. Payroll shall notify the Division Point of Contact when the Special Check is ready for pick-up.
- D. An employee may elect to include uncompensated hours in the next pay period.
- E. Special Checks shall not be prepared for shortages caused by the employee's failure to submit required paperwork by established deadlines.
- F. If an employee needs a check promptly, the current applicable tax rate shall be applied for the tax deduction and the Special Check shall be prepared by Payroll within one (1) workday following Payroll's receipt of the request.
- G. If an employee wants the tax deduction calculated based on the aggregate method, Payroll shall calculate the tax, expedite the check producing process and provide the check to the employee within a reasonable time, depending on the number of Special Check requests being processed for the pay period.

Section 5. Cost of Living Allowance

A cost-of-living allowance is provided under the terms and conditions of this Article during the life of this Agreement (through midnight June 11, 2017).

- A. The Index used for determining cost-of-living allowance adjustments due to fluctuations in the cost of living shall be the U. S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), 1982-1984=100, all items, hereafter referred to as the "Index".
- B. Subject to the conditions described in Paragraph C below, adjustments shall be calculated on a bimonthly basis. Any adjustments in pay shall be made commencing with the first payroll period following the date of official public release of each pertinent bimonthly index by the U.S. Department of Labor's Bureau of Labor Statistics. No adjustments shall be made after expiration of this Agreement (through midnight June 11, 2017).
- C. This Article shall be implemented during the life of this Agreement providing the following requirements are met:
1. First Contract Year (June 11, 2012 – June 9, 2013):
 - a. This Article shall be implemented during the first contract year if the Index increases 2.5% above the base month of June 2012. No payment shall be accrued or payable until this condition has been met.

ARTICLE 20
WAGES AND COST OF LIVING ALLOWANCE

- b. If the Index does increase 2.5% during the first contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the first contract year. The month the Index increases 2.5% above the June 2012 base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph B above.
 - c. Any cost-of-living allowance generated during the first contract year shall continue to be paid throughout the life of this Agreement.
2. Second Contract Year (June 10, 2013 – June 8, 2014):
 - a. This Article shall be implemented during the second contract year if the Index increases 2.5% above the base month of June 2013. No additional payments over and above the allowance previously generated during the first contract year shall be accrued or payable until this condition has been met.
 1. Effective June 10, 2013, accrual of cost-of-living allowance shall be discontinued until the Index increases 2.5% above the June 2013 base.
 2. If the Index does increase 2.5% during the second contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the second contract year. The month the Index increases 2.5% above the June 2013 base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph B above.
 - b. Any cost-of-living allowance generated during the second contract year shall continue to be paid throughout the life of this Agreement.
3. Third Contract Year (June 9, 2014 – June 7, 2015):
 - a. This Article shall be implemented during the third contract year if the Index increases 2.5% above the base month of June 2014. No additional payments (over and above the allowance previously generated during the first and/or second contract year) shall be accrued or payable until this condition has been met.
 1. Effective June 9, 2014, accrual of cost-of-living allowance shall be discontinued until the Index increases 2.5% above the June 2014 base.
 2. If the Index does increase 2.5% during the third contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the third contract year. The month the Index increases 2.5% above the June 2014 base shall become the base month for calculations for purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph B above.
 - b. Any cost-of-living allowance generated during the third contract year shall continue to be paid throughout the life of this Agreement.
4. Fourth Contract Year (June 8, 2015 – June 5, 2016):
 - a. This Article shall be implemented during the fourth contract year if the Index increases 2.5% above the base month of June 2015. No additional payments (over and above the allowance previously generated during the first, second and/or third contract year) shall be accrued or payable until this condition has been met.

**ARTICLE 20
WAGES AND COST OF LIVING ALLOWANCE**

1. Effective June 8, 2015, accrual of cost-of-living allowance shall be discontinued until the Index increases 2.5% above the June 2015 base.
 2. If the Index does increase 2.5% during the fourth contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the fourth contract year. The month the Index increases 2.5% above the June 2015 base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph B above.
- b. Any cost-of-living allowance generated during the fourth contract year shall continue to be paid throughout the life of this Agreement.
5. Fifth Contract Year (June 6, 2016 – June 10, 2017):
- a. This Article shall be implemented during the fifth contract year if the Index increases 2.5% above the base month of June 2016. No additional payments (over and above the allowance previously generated during the first, second, third and/or fourth contract year) shall be accrued or payable until this condition has been met.
 1. Effective June 6, 2016, accrual of cost-of-living allowance shall be discontinued until the Index increases 2.5% above the June 2016 base.
 2. If the Index does increase 2.5% during the fifth contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the fifth contract year. The month the Index increases 2.5% above the June 2016, base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph B above. No adjustments shall be made after expiration of this Agreement (June 11, 2017).
 - b. Any cost-of-living allowance generated during the fifth contract year shall continue to be paid throughout the life of this Agreement.
- D. Accrued cost-of-living allowance adjustments shall be calculated and paid as follows: An allowance of one (1) cent shall be added to each employee's then current straight time base hourly rate for each full four-tenths (.4) upward movement from the base month as applicable and described above.
- E. A deduction of one (1) cent shall be taken from each employee's current straight time base hourly rate for each full four-tenths (.4) downward movement from the highest then attained Index level on the same bimonthly basis whereby deductions shall be made effective the first payroll period following the date of official public release of each pertinent bimonthly Index by the U. S. Department of Labor's Bureau of Labor Statistics. Deductions shall not be made in excess of the amount of cost-of-living allowance previously paid.
- F. The cost-of-living allowance shall not be added to the base wage rate ranges of Job Classifications set forth in this Article, during the life of this Agreement. However, cost-of-living allowances shall be used in determining the employee's base hourly rate for purposes of computing overtime premium, call-in pay, holiday pay and other pay computations where base rate is specified.
- G. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision, which later may be made in the published figures for any month on the basis of which the allowance has been determined.

ARTICLE 20
WAGES AND COST OF LIVING ALLOWANCE

- H. The parties to this Agreement further agree that the continuance of the cost-of-living allowance, if implemented during any one of the periods noted above, is dependent upon the availability of the official monthly Bureau of Labor Statistics Consumer Price Index (CPI-W) all items, (1982-1984=100) in its present form and calculated on the same basis as the Index for June 2012. In the event the Bureau of Labor Statistics changes the form on the basis of calculating the Index, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, an Index in its present form and calculated on the same basis as the Index for June 2012 (1982-1984=100).

ARTICLE 21
LAYOFF NOTICE AND TERMINATION PAY

Section 1. Lay Off Notice

Whenever it is necessary to lay off an employee or employees for more than five (5) workdays because of lack of work or other reasons beyond the control of the Company, the employee or employees who have completed the probationary period, in accordance with Article 11, Seniority, Section 2, Probationary Period, shall be given five (5) workdays notice of such layoff. Five (5) workdays notice, or five (5) days pay in lieu of notice, shall be given in the event of a permanent reduction in force.

Section 2. Termination Pay

A. Termination pay for an employee terminated by the Company for any one of the following reasons shall be subject to the conditions set forth in this Article, and in accordance with the schedule listed in paragraph B below:

1. Reduction in force.
2. Non-continuance of employment by a successor contractor operator of Pantex Plant.
3. Failure to obtain or accept a job of similar type and pay at Pantex or at another facility of the Company in the event of a reduction in force.
4. Prior to age 65 because of failure to meet physical standards imposed by Department of Energy regulations.
5. Prior to age 65 because of failure to meet medical standards imposed by Department of Energy regulations. Employees terminated for this reason shall receive double the appropriate amount of termination pay as listed in paragraph B below.
6. Employees who are eligible for early retirement who fail to meet the required medical standards imposed by Department of Energy regulations are eligible for double termination pay and retirement.

B. Pay Schedule

<u>Service Credit</u>	<u>Termination Pay</u>
Less than six months	No pay
Six months to one year	One (1) week's pay
More than one year	One (1) week's pay for each completed year of service, to a maximum of fifteen (15) weeks' pay

1. Termination pay shall be made at an employee's base hourly day rate at the time of termination.
2. The acceptance of termination pay under A.1 and A.4 above shall not cancel any rights to rehire which employees might have under Article 11, Section 4, except:
 - a. A senior employee who elects to be terminated in lieu of a junior employee and receives termination pay based on his accrued service.
3. An employee terminated under the provisions of A.5 and A.6 of this Article precludes rehire.
4. Employees returning to work following a lay off in fewer weeks than the amount of termination pay received shall repay the excess amount of termination pay received.

ARTICLE 22
NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND SECURITY MEASURES

Section 1. Non-Discrimination and Equal Employment Opportunity

- A. There shall be no discrimination, interference or restraint against any employee because of membership or nonmembership in the Union by the Company or any of its agents. The Union likewise agrees that there shall be no discrimination, interference or coercion against any employee of the Company due to membership or nonmembership in the Union.
- B. When the masculine term is used in the body of this entire Agreement, it applies equally to female employees.
- C. No employee or person seeking employment shall be discriminated against by reason of race, religion, color, national origin, sex, age, disability, veteran of the Vietnam era or disabled veteran, as defined by applicable federal laws. Such action shall include, but not be limited to: employment, promotion, demotion, transfer, pay rates or other forms of compensation and selection for training.
- D. The parties agree to comply with all Federal Laws, Executive Orders and Regulations pursuant thereto pertaining to nondiscrimination and equal opportunity in employment which are applicable to Government contract operations conducted by the Company at Pantex Plant.
- E. The parties recognize that the Company, as a Federal Government Contractor, is required to have Affirmative Action Programs which include goals, objectives, and timetables in the recruiting, employment and placement, training and upgrading of employees and applicants for employment as defined in Paragraph C above. The Union supports the Company Affirmative Action Programs and agrees to assist, in every way possible, in the achievement of goals and objectives in the job classifications recognized as being within this Bargaining Unit.
 - 1. The Union shall be advised of applicable goals, objectives and timetables.

Section 2. Security Measures

- A. Anti-sabotage, anti-espionage and plant-protective measures, including access to the Plant, prescribed by the Cognizant Government Agency or their representative, shall be binding upon management, employees and their representatives.
- B. Measures designed to guard against sabotage, espionage, subversive activities and other plant-protective measures which are ordered by representatives of the Cognizant Government Agency shall, insofar as practicable, be prominently posted throughout the Plant and otherwise made available to employees. Violations of any of these rules or regulations shall be grounds for disciplinary action, including immediate dismissal.
- C. Discharges directed by the Cognizant Government Agency for suspicion or subversive activities shall be handled in accordance with directives issued by the Cognizant Government Agency.
- D. It is understood the Company has no control over granting of the Security Clearances, which are required for initial and continued employment with the Company. It is recognized the Company will not employ any person whose employment constitutes a security risk and is not in the best interest of the Government. In the event the Company is instructed by an agency of the Government which has control over the operation of the Pantex Plant to deny employment to, or remove from the payroll and exclude from the Pantex Plant area, any person whose employment, or continued employment, is deemed not in the best interest of the Government, the Union and the Company shall abide by such determination by such agency of the Government, and no grievance may be processed through the grievance procedure nor submitted to arbitration with respect to such determination.

ARTICLE 23
WORKING RULES AND DISCIPLINESection 1. Company Working Rules

It is agreed by parties to this Agreement that fair treatment, good service and due diligence in observance of the rules as promulgated by the Company are essential to the maintenance of satisfactory working conditions. The Company reserves the right to promulgate reasonable rules, issue Company rules of expected employee conduct and performance in order to maintain safety, security and efficiency in the Plant. This includes Safety and Health rules and regulations as provided in Article 19, subject to the current practice of providing the Union with copies of such rules before they are finalized and to obtain the Union's input on the rules. The Company recognizes the Union's right to challenge such rules through arbitration on the basis the rules are not reasonable. All members of the Bargaining Unit agree to conform to the rules and regulations as may be promulgated by the Company, provided such rules do not in any way conflict with the terms of this Agreement. All Company rules shall be posted on bulletin boards or published in booklet form and distributed to employees. Nothing herein is intended to limit or restrict the Union's right to bargain under the National Labor Relations Act on terms and conditions of employment, other than working and safety rules as provided above, during the term of this Agreement.

Section 2. Discipline

- A. The Company shall not discipline or discharge an employee without just cause or due process.
- B. In an attempt to achieve compliance prior to initiating Progressive Discipline, supervisors may use an On-the-Spot Correction, Verbal Counseling or Written Reprimand as informal methods to correct misconduct or performance.
- C. Progressive Discipline shall be followed to correct an employee's misconduct or performance.
 - 1. Official Warning, Unpaid Suspension and Discharge are the recognized steps of Progressive Discipline, and shall be used in cases that warrant formal action.
- D. The Company shall initiate discipline in a timely manner, normally within thirty (30) calendar days of when the incident occurred or when first discovered.

Section 3. Departmental Records

- A. When a supervisory employee places an unfavorable report in an employee's departmental record, the employee shall be given a copy of the report at the time of administration of such action so the employee may refer the matter to the Union for handling if he believes the unfavorable report is unfounded or not justified. An unfavorable report is defined as a written reprimand, official warning, suspension without pay, or more severe disciplinary action.
- B. If a supervisory employee enters a notation of a derogatory nature on an employee's departmental record, the involved employee shall be given a copy and the opportunity to read and initial the entry. If the employee is not given the opportunity to read and initial the notation promptly, the entry shall be deleted from the employee's record.
 - 1. Prior to entering a derogatory notation in the employee's record the Supervisor shall give the employee the opportunity "to tell his side of the story".
 - 2. The employee may submit a written rebuttal.
 - 3. The Union has the right to request information pertinent to the incident.
- C. An unfavorable report placed in an employee's record shall be removed if no additional reports are given as a matter of record over a subsequent twelve (12) month period.

ARTICLE 23
WORKING RULES AND DISCIPLINE

Section 4. Records of Discipline

- A. Documentation of formal discipline shall be retained in the employee's personnel file, and the employee shall be given a copy of the document at the time of administration of such action. The employee may refer the matter to the Union for handling if he believes the formal discipline is unfounded or not justified.
- B. Documentation of formal discipline placed in an employee's record shall be removed if no additional reports are given as a matter of record over a subsequent twelve (12) month period.

Section 5. Suspension or Discharge

- A. In cases where unpaid suspension or discharge is being considered, the Business Agent or President, or designee, shall be given the opportunity to discuss the case with the Protective Force Department Manager, or in his absence the Chief of the Protective Force, prior to the administration of any such action.
- B. The Company agrees that it shall issue an Official Warning or Unpaid Suspension to employees prior to discharge where the misconduct is not so serious, in the opinion of the Company, as to call for immediate discharge.
- C. All discharges shall be in writing and shall refer to the reason for discharge and any prior disciplinary actions.
- D. Grievances protesting disciplinary action must be filed within fifteen (15) working days after the action was taken. Failure to abide by this time limit shall be construed as a waiver, both by the Union and the employee involved, of any protest of the action.

Article 24
Limited Duty and Caseworker Program

ARTICLE 24
LIMITED DUTY & CASEWORKER PROGRAM

Section 1. Government Regulations and Remedy

- A. It is recognized by the parties of this Agreement that Department of Energy regulations are the basic authority for establishment and continued implementation of medical and physical standard requirements for Protective Force employees. It is further recognized that should an employee's job security be adversely affected by application of these medical and physical standards by the Company, the affected employee may appeal his case to the Department of Energy, as provided in the regulations. The denial of a waiver or failure on the part of an employee to meet the medical or physical standards of the Department of Energy regulations, to the extent of adverse effect upon the employee's job security, is not subject to the Grievance and Arbitration Procedure, since the employee affected does have recourse to appeal under the regulations which are established as a matter of law.
- B. If it is not possible for the Company to retain a Protective Force employee in his job based upon denial of a waiver, and the employee is subsequently terminated from the payroll or displaced to a different job in the Company outside of the Bargaining Unit, and through the appeals process the waiver is subsequently approved by the Department of Energy, the employee shall be reinstated with base pay and service credits, less any termination pay (if applicable) and earnings received from the Company or other employment, including any unemployment compensation, in the interim.

Section 2. Limited Duty

- A. Employees who become aware of a medical or physical condition which may impact the performance of their duties shall be required to immediately report the condition to the Occupational Medicine Department (OMD) and Protective Force Management.
- B. Should a Protective Force employee fail to meet the medical or physical standards of the regulations and a waiver of deficiencies is granted by the Department of Energy, it is recognized by the parties that an employee can be assigned to duties that are compatible with medical or physical limitations, and the following procedures shall apply:
1. When OMD determines that a Protective Force employee, based upon examination and medical evaluation, has medical or physical limitations that may preclude the performance of all duties, including emergency duties, normally required of a Protective Force employee, and a waiver, if necessary, has been granted by the Department of Energy, OMD shall consider the employee's medical or physical limitations in accordance with prescribed standards required for performance of general duties and determine if the employee's medical or physical limitations would restrict him only to Limited Duty assignments. The Business Agent, President, or designee, shall be permitted to be present only as a representative at any such meeting, when requested by the employee with recognition that the matters discussed are privileged in nature.
 2. If OMD concludes the Protective Force employee cannot meet the prescribed standards required for performance of general duties, the employee shall be promptly notified and reasons given to him prior to placement on Limited Duty.
 3. If a Protective Force employee believes his placement in a Limited Duty status is incorrect, the employee has the right of having an independent review and examination by a private physician of his choice, at the employee's expense, and may submit the findings of his physician to OMD for consideration and evaluation. If OMD's decision concerning the employee's medical or physical capabilities remains unchanged, and the employee believes OMD's decision is incorrect, he may resort to the Grievance Procedure, including Arbitration, as provided in Article 9 of this Agreement.

Article 24
Limited Duty and Caseworker Program

ARTICLE 24
LIMITED DUTY & CASEWORKER PROGRAM

- C. It is recognized there shall be an overlap of miscellaneous duties as performed by Limited Duty and General Duty employees. Assignment of an employee to Limited Duty status does not preclude the employee from performing other duties which may be assigned to any Protective Force employee, including but not limited to Group SPOT driver, East and West gate posts, escort, vehicle and equipment maintenance, or any reasonable request of Protective Force Supervision. These assignments to Limited Duty shall be made by the Company with due recourse to seniority when possible, but without recognition of promotions, job bid procedure and established rotations within groups and shifts.
- D. The Limited Duty Program shall be operated for Protective Force employees who are temporarily disqualified from performing their general duties.
- E. The Company acknowledges its obligation under Federal and State laws not to discriminate against employees on the basis of their sex, including pregnancy and pregnancy related conditions. Further, the Company shall not retaliate against employees who notify the Company on a voluntary basis to declare they are pregnant.
- F. The Company shall reasonably explore assigning Protective Force employees, who have been assigned to Limited Duty, to other work assignments they may be able to perform. The Company may explore assignments within the Safeguards & Security Division or within other divisions, including assignment to the Plant Labor Pool.
- G. Protective Force employees assigned to Limited Duty, which require a change of shift, shall transition to a Limited Duty assignment and schedule, commensurate with applicable restrictions, as soon as practicable.
- H. Protective Force employees assigned to Limited Duty shall maintain their current rate of pay until their firearms qualification expires or a permanent restriction is identified.
- I. Overtime assignments shall be offered to Protective Force employees assigned to Limited Duty only if the overtime work can be performed by a Limited Duty employee not requiring the full services of a general duty employee, within the judgment of the Company.
- J. Limited Duty work schedules, including days per week and meal periods, shall be commensurate with work areas to which assigned. Hours per day shall be a minimum of nine (9), to include physical training during these work hours.
- K. In the event a situation occurs where there are more Protective Force employees in the Limited Duty Program than can reasonably be accommodated, the Union shall be notified and the junior employee in the Limited Duty Program shall be referred to the Caseworker for placement in the Labor Pool. The number of employees retained in the Limited Duty Program is at the sole discretion of management.

Section 3. Caseworker Program

- A. The Company shall operate a Caseworker Program for Protective Force employees that are permanently disqualified from performing their general duties. The Caseworker Program exists to provide employment options and promote career longevity for Protective Force employees who can no longer perform the duties of their job.
- B. Employees shall be placed in the Caseworker Program for a period not to exceed ninety (90) calendar days, and shall be referred to the Human Resources Division for consideration and possible placement in a different job vacancy in the Plant for which qualified.
- C. Once assigned to the Caseworker Program, the employee shall be assigned a caseworker who shall counsel the employee and explain the process for job placement outside the Bargaining Unit. The counseling shall include, but is not limited to, explaining wage scales, explaining impact to retirement, updating resumes and coordinating with hiring managers.

Article 24
Limited Duty and Caseworker Program

ARTICLE 24
LIMITED DUTY & CASEWORKER PROGRAM

- D. Prior to official placement in the Caseworker Program, counseling may commence following an employee's first failed physical or firearms qualification, so that counseling may be utilized for a longer period of time.
 - 1. The intent of this early counseling and guidance is to ensure each employee fully understands all options available and has sufficient time to acquire education, training or other qualifications that may enhance employability.
- E. All Protective Force employees are encouraged to take advantage of the Company's Educational Assistance Program for advanced education and training before enrollment in the Caseworker Program to enhance future employment options.
- F. Enrollment into the Case Worker Program beyond ninety (90) calendar days shall be considered on an exception basis. Employees must submit a written extension request through the Protective Force Department Manager for consideration by the Human Resources and Safeguards and Security Division Managers before the ninetieth (90th) calendar day.
- G. Any Protective Force employee may request job placement counseling through the Caseworker Program at any time.

Section 4. Filling of Vacancies

- A. Caseworker Program participants shall be considered for vacant, posted jobs for which they have bid and for which they are qualified before non-bargaining employees or external candidates, unless an Involuntary Separation Plan (ISP) is in effect.
- B. Except for entry-level positions, hiring managers may consider a candidate other than a disqualified Bargaining Unit employee who is substantially more qualified than the Bargaining Unit employee.
- C. In coordination with the Metal Trades Council (MTC), the parties agree disqualified Bargaining Unit employees participating in the Caseworker Program shall be considered for posted MTC vacancies for which they have bid and are qualified, after all MTC bidders have been considered in accordance the MTC Articles of Agreement.
- D. In all cases, the Company shall make the final determination of an employee's ability to meet the qualifications of the job vacancy.
- E. Every reasonable effort shall be made by the Company to expedite hiring for affected individuals.

Section 5. Duration and Reduction in Force

- A. At the end of ninety (90) calendar days, if there is no job vacancy in the Plant for which a Caseworker Program participant is qualified, or if a job offer is made and the employee refuses to accept the offer, the employee shall be terminated by Reduction in Force with rehire rights as provided by Article 11, Section 4.
- B. At the conclusion of the ninety (90) day period, Protective Force employees assigned to the Caseworker Program due to medical disqualification shall be placed on disability due to injury or illness for the greater of twenty-six (26) weeks or until accrued sick leave is exhausted before commencing Long-Term Disability.
- C. Protective Force employees terminated from the Caseworker Program shall receive appropriate termination pay as provided in Article 21, Section 2.

ARTICLE 25
MISCELLANEOUS PROVISIONS

Section 1. Uniforms

- A. The Company shall continue to furnish and launder items of the regulation uniform. It shall be the employee's responsibility to launder Company furnished socks, t-shirts and towels.
- B. The Company shall replace and repair items of the issued regulation uniform when necessary due to normal wear and tear without cost to the employee, except when issued items are lost or damaged due to neglect by the employee.
- C. Uniforms and equipment worn or used by employees while on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced without the consent of the Company.

Section 2. Exercise Clothing

- A. The Company shall provide each employee an annual exercise clothing allowance, not to exceed two hundred seventy-five dollars (\$275.00), after taxes, to obtain approved exercise clothing, including running shoes. This annual exercise clothing allowance shall be paid on or before the first payroll of each Department of Energy fiscal year. New employees shall receive the exercise clothing allowance on the first payroll of the month following completion of initial training and annually thereafter.
- B. It shall be each employee's responsibility to launder and maintain his exercise clothing.

Section 3. Range Firing

It is recognized that qualification with all duty weapons is required on courses specified by the Cognizant Government Agency. Therefore, time shall be scheduled for range firing so that employees may remain qualified in marksmanship.

ARTICLE 26
DUTIES AND ESCORTSSection 1. Duties

- A. Protective Force Bargaining Unit duties shall not conflict with the firmly established job duties exclusively assigned to other classifications. Other classifications' duties shall not conflict with the firmly established job duties exclusively assigned to Bargaining Unit employees.
- B. It is recognized Management must have the responsibility and flexibility of determining the need to lock and unlock buildings, and the assignment of responsibility for such functions. Bargaining Unit employees shall be assigned the responsibility of locking and unlocking certain buildings as the situation warrants, but the assignment of such responsibility does not automatically become the firmly established duty of Bargaining Unit employees.

Section 2. Escorts

- A. Uncleared personnel requiring access to the Protected Area or Material Access Area shall be escorted by a Security Police Officer assigned to the Protective Force.
- B. In an effort to ensure effective utilization of the Protective Force, uncleared personnel requiring access to the Property Protection Area or Limited Area may be escorted by non-security personnel, unless asset protection measures are required.
 - 1. Escorts shall be conducted by personnel with a Department of Energy L or Q clearance. Personnel with L clearances and those being escorted shall not have access to Secret Restricted Data.
 - 2. Only exempt and non-exempt/non-bargaining Company employees shall conduct administrative escorts. Metal Trades Council (MTC) Bargaining Unit Company employees shall not conduct escorts.
 - 3. Non-Company employees shall not conduct escorts, unless authorized in writing by the Department of Energy. When the Company receives such written authorization, it shall forward a copy to the Business Agent.
 - 4. Foreign Nationals shall not conduct escorts, and shall be escorted in accordance with an approved security plan.
 - 5. Construction contractors, their employees, and uncleared direct hire construction workers shall not conduct escorts.
 - 6. Employees placed in the Limited Duty or Caseworker Programs in accordance with Article 24, may escort personnel in the Limited Area.
 - 7. Escorts shall be for official business only (Government, Company or Union), not for personal reasons.
 - 8. Administrative escorts may be conducted for deliveries/delivery personnel, any type of catering and bus tours in the Limited Area, if Protective Force Bargaining Unit personnel are not available.
 - 9. Administrative escorts may be conducted for construction contractors, their employees and uncleared direct hire construction workers in the Limited Area, if Protective Force Bargaining Unit employees are not available.
 - a. Administrative escorts are allowed in the Limited Area for job bids, job surveys, preventive maintenance and Plant training.
 - 10. Administrative escorts are allowed in the Limited Area for service vendors conducting preventive maintenance and repair on equipment such as office machines, computers and physical fitness apparatus.

ARTICLE 26
DUTIES AND ESCORTS

11. The only administrative escorts allowed in Protective Force facilities shall be conducted by Technical Security employees, Protective Force supervisors, Safeguards & Security management or as approved by the Chief of Protective Force or his designee.
12. Escorts and those being escorted shall be adequately educated and trained on their duties and responsibilities, and this training shall be documented.
13. Administrative escorts and those being escorted shall not enter the Limited Area, or beyond, in a private vehicle. If a vehicle is needed, it shall be the responsibility of the authorized person conducting the escort to arrange for the use of a government vehicle.

Section 3. Sub-Contracting

- A. The Company shall make every reasonable effort to assign Bargaining Unit work to Bargaining Unit personnel. When a potential subcontracting situation arises, Safeguards & Security Management shall meet and discuss the need for such subcontracting with the Union President and Business Agent. It is not required that an agreement be reached between the Company and the Union before the work can be subcontracted; however, the Union's input in many cases may be helpful in finding an alternative to subcontracting.
- B. In the event the Company is anticipating Bargaining Unit work shall be subcontracted for a period of more than three (3) months, and if an employee who is qualified to perform such work is on layoff and is eligible for rehire under the provisions of Article 11, Section 4 of the Agreement, such employee shall be offered recall prior to such work being subcontracted.

ARTICLE 27
BUSINESS AGENT

- A. In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor and Management working relationship and to enable the Union increased proactive involvement in Safety and Health, the Business Agent shall be released from regularly assigned Protective Force job duties.
- B. The Business Agent shall be assigned work that is designed to achieve proactive dispute avoidance and resolution through improved communications between the Union leadership, its membership and Management. The work shall include but is not limited to: investigation of incidents which could directly affect the membership, grievance investigation and grievance resolution, membership representational duties, worker Safety and Health issues and other appropriate liaison activities.
- C. The Business Agent shall be placed on the Day Shift and the normally scheduled work hours shall be from 0700 to 1700 Monday through Friday. It is recognized that a flex schedule of these hours may be appropriate from time to time. The Business Agent shall report directly to the Protective Force Department Manager. The Company reserves the right to assign the Business Agent to Protective Force job duties in emergency situations, as defined in Article 3 of this Agreement.
- D. Employees shall maintain, at a minimum, SPO I level when accepting the Business Agent position. Wages shall be paid as stipulated in the Articles of Agreement.
- E. Overtime, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Articles of Agreement.
- F. The Business Agent shall continue to accrue service credits and Bargaining Unit seniority.
- G. It is further recognized and agreed that the functions assigned to the Business Agent shall from time to time include functions that are outside of the original certification of the Union by the NLRB in Case No. 16-RC-1294. The performance of these functions shall in no way cause such work to be considered as now being encompassed within the certification of the Union.
- H. The Company and the Union are confident that this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation, resulting in improved safety performance, increased employee and Union involvement in proactive problem dispute avoidance and improved employee, Union and Company communication.

**ARTICLE 28
UNION SAFETY OFFICER AND BBS/VPP FACILITATOR**

Section 1. Safety Officer

- A. In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor and Management working relationship and to enable the Union to have increased proactive involvement in safety and health, the Safety Officer shall be released from regularly assigned Protective Force job duties.
- B. The Safety Officer shall be placed on the Day Shift and normally scheduled work hours shall be from 0700 to 1700, Monday through Friday. It is recognized that a flex schedule of these hours may be appropriate from time to time. The Safety Officer shall report directly to the Chief of the Protective Force. He shall also work with the Business Agent involving Protective Force safety and health issues.
- C. The normal promotions and job bid procedure shall be modified and waived for the purpose of filling the Safety Officer position.
 - 1. The President may serve as the Safety Officer.
 - 2. Should the President not serve as the Safety Officer, the Union Executive Board, based on applications, reviews, interviews and demonstrations of interested Bargaining Unit employee(s), shall perform selection for the Safety Officer position.
 - a. Final selection shall include concurrence from Safeguards and Security Senior Management.
- D. Employees shall maintain, at a minimum, SPO I level when accepting a Safety Officer position. Wages shall be paid as stipulated in the Articles of Agreement.
- E. It is agreed that an employee accepting a Safety Officer position shall remain in this position for a period of at least three (3) years, unless released by mutual agreement between the Union and the Company for non-performance issues. The employee may make a request under extenuating circumstances to be released from the balance of the three (3) year commitment. The Union and the Company shall not withhold such release unreasonably.
- F. A released employee shall, unless denied for reasonable cause, be offered the opportunity to return to his prior job classification and title and shall retain all rights and benefits as stipulated in the Articles of Agreement.
- G. If an employee is released from the Safety Officer position, their vacancy shall be filled as stipulated above in this Section.
- H. The Company reserves the right to assign the Safety Officer to Protective Force job duties in emergency situations, as defined in Article 3 of this Agreement.
- I. Non-Safety Officer related overtime assignments, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Articles of Agreement.
- J. The Safety Officer shall continue to accrue service credits and Bargaining Unit seniority.
- K. The Company and the Union are confident this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation, resulting in improved safety performance, increased employee and Union involvement in proactive safety and health problem solving, and improved employee, Union and Company communication.

ARTICLE 28
UNION SAFETY OFFICER AND BBS/VPP FACILITATORSection 2. BBS/VPP Facilitator

- A. In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor and Management working relationship and to enable the Union to have increased proactive involvement in safety and health including the Voluntary Protection Program (VPP) and Behavioral Based Safety (BBS) Program, the Facilitator shall be released from regularly assigned Protective Force job duties.
- B. The Facilitator shall be placed on the Day Shift and normally scheduled work hours shall be from 0700 to 1700, Monday through Friday. It is recognized that a flex schedule of these hours may be appropriate from time to time. The Facilitator shall report directly to the Division Safety Officer. He shall also work with the Business Agent, President and Division Safety Officer involving safety and health issues.
- C. The normal promotions and job bid procedure shall be modified and waived for the purpose of filling the Facilitator position. The Union Executive Board, based on applications, reviews, interviews and demonstrations of interested Bargaining Unit employees, shall perform selection for the Facilitator position. Final selection shall include concurrence from Safeguards and Security Senior Management.
- D. Employees shall maintain, at a minimum, SPO I level when accepting a Facilitator position. Wages shall be paid as stipulated in the Articles of Agreement.
- E. It is agreed that an employee accepting a Facilitator position shall remain in this position for a period of at least three (3) years, unless released by mutual agreement between the Union and the Company for non-performance issues. The employee may make a request under extenuating circumstances to be released from the balance of the three (3) year commitment. The Union and the Company shall not withhold such release unreasonably.
- F. A released employee shall, unless denied for reasonable cause, be offered the opportunity to return to his prior job classification and title and shall retain all rights and benefits as stipulated in the Articles of Agreement.
- G. If an employee is released from the Facilitator position, the resulting vacancy shall be filled by selection, as made by the Union Executive Board, with concurrence from Senior Security Management.
- H. The Company reserves the right to assign the Facilitator to Protective Force job duties in emergency situations, as defined in Article 3 of this Agreement.
- I. Non-VPP & BBS related overtime assignments, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Articles of Agreement.
 - 1. VPP & BBS overtime assignments shall be scheduled by the Division Safety Officer.
- J. The Facilitator shall continue to accrue service credits and Bargaining Unit seniority.
- K. The Company and the Union are confident this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation and involvement in the VPP & BBS programs, resulting in improved safety and health performance, increased employee and Union involvement in proactive safety and health problem solving and improve employee, Union and Company communication.

Article 29
Physical Training Relief Guidelines

ARTICLE 29
PHYSICAL TRAINING RELIEF GUIDELINES

In accordance with 10 CFR 1046, the Company will maintain an approved Physical Fitness Training Program (PT) administered by the Shift Commanders. The Company's program provides three (3) hours of PT during a 4-day work set to be administered on-shift for rotating groups and before or after shift for all other special assignments.

Section 1. General Guidelines

- A. PT relief may be used to backup stations. In the event PT relief needs to be reassigned to fill vacancies, or other emergent issues, they shall be drawn based on seniority.
- B. Employees are expected to perform PT in order to maintain the required physical fitness level for their classification.
- C. Rotating Group employees shall have a maximum of seventy-five (75) minutes and a minimum of forty (40) minutes from the time they turn in their firearm. Individuals who are not housed in 12-142 shall have a maximum of ninety (90) minutes. Special Shift employees shall PT before or after their regular shift at a place of their choosing.
- D. Rotating Group time limits shall be monitored and exceeding the time limit may subject employees to disciplinary action based upon individual circumstances.
- E. All employees shall participate in the PT program unless excused by the Shift Commander.
- F. Physical Fitness Assessments (PFAs) shall not count as PT opportunities, unless an employee chooses to have the PFA count as a PT opportunity.
- G. Construction (Day or Evening) may be used for PT relief when they are not assigned to escorts or performing other dedicated security duties as assigned by Protective Force management. This PT relief is coordinated between the group Shift Commanders.
- H. Employees enrolled in a supervised PT program, under the direction of and scheduled by the fitness staff, shall be relieved to complete the supervised PT program at the prescribed times.
- I. Rotating Group employees may volunteer to PT before or after shift, or on their days off. This will not preclude eligibility for PT relief.
- J. This program will be periodically reviewed by the Business Agent and the Protective Force Department Manager for compliance and effectiveness.

ARTICLE 30
DURATION

This Agreement shall become effective as of June 11, 2012 (except for those Articles wherein a different date is applicable) and shall continue in effect until midnight June 11, 2017, and shall automatically be renewed thereafter from year to year unless either party notifies the other party in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of the Agreement.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused copies hereof to be executed this 1st day of June, 2012.

Babcock & Wilcox
Technical Services Pantex, LLC

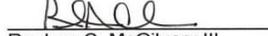

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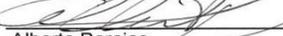

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Business Agent


Cary D. Raulston
Committee Member


Wade Blake
Committee Member


Alberto Barajas
Committee Member

APPENDIX A VARIANCE

The Union and the Company may delete this Appendix, if the language no longer applies, after signing a Memorandum of Understanding incorporating the following changes:

1. The final published revisions to 10CFR Part 1046.
2. The final published revisions to DOE Manual 470.4-3, or any other applicable DOE Order or manual.

FRI/13/APR/2007 01:00 PM SHARP ARM45U FAX No. 2025863929 P. 002

Ostendorff, Bill

From: Przybylek, Tyler
Sent: Friday, April 13, 2007 11:59 AM
To: Erhart, Steven (PANTEK); White, Don (PXSO); Riakenberg, Darrel (DRiakenb@pantex.doe.gov)
Cc: Jonas, Dave; Ostendorff, Bill; Desmond, William; Schoenbauer, Martin
Subject: Variance

I have discussed the variance language with the General Counsel of NNSA. The variance is permanent and applies wherever the reservation language might be repeated in the Manual. The intent of the variance is to remove the medical or physical reservation.

If we can be of further assistance, please do not hesitate.

Tyler Przybylek
 202-586-5555 (HQS Office)
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FRI/13/APR/2007 01:00 PM SHARP ARM45U FAX No. 2025863929 P. 003



Department of Energy
 National Nuclear Security Administration
 Washington, DC 20585

April 13, 2007

OFFICE OF THE ADMINISTRATOR

MEMORANDUM FOR: STEVEN ERHART
 ACTING PANTEK SITE MANAGER

THROUGH: GLENN PODONSKY *[Signature]*
 CHIEF HEALTH, SAFETY AND SECURITY OFFICER

WILLIAM DESMOND *[Signature]*
 ASSOCIATE ADMINISTRATOR AND CHIEF FOR
 DEFENSE NUCLEAR SECURITY

FROM: THOMAS P. D'AGOSTINO *[Signature]*
 ACTING ADMINISTRATOR

DATE: April 12, 2007

RE: Variance concerning DOE Manual 470.4-3,
 Protective Force

Pursuant to the procedure set forth in Section M of Attachment 2 to DOE Manual 470.4-1, I am granting BWXT Pantex a variance from paragraph A.I.6.c of DOE Manual 470.4-3. This paragraph reserves the positions of Security Police Officer (SPO) I for those with validated medical conditions that would preclude them from performing the duties of an SPO-II or SPO-III. It has been brought to my attention that this paragraph may, in some cases, conflict with negotiated seniority rights under BWXT Pantex's collective bargaining agreements.

The DOE Office of Health, Safety and Security is the successor organization to the former Office of Security. The NNSA Office of Defense Nuclear Security is the NNSA office with primary responsibility for compliance with DOE Manual 470.4-3. By their signatures above, these individuals indicate that they have no objection to this variance.

	<u>Page</u>
Abrogation of Agreement	3
Notification	3
Absence Verification	47
Administrative Escorts	67
Application and Scope of Agreement	2
Arbitration (Step Three)	17
BBS/VPP Facilitator	71
Bulletin Boards	13
Posting Approval	69
Business Agent	64
Caseworker Program	64
Work Schedules	28
Classification Table	31
Changes in Scheduled Reporting Time	61
Company Working Rules	55
Cost of Living Allowance (COLA)	56
Basis of Adjustment	57
Effective Date of Adjustment	57
General	56
Discipline and Working Rules	61
Company Working Rules	61
Departmental Records	61
Discipline	62
Records of Discipline	62
Suspension or Discharge	62
Drafting	63
Dues Deduction	6
Indemnification	6
Duration	73
Duties and Escorts	68
Duties	68
Escorts	68
Administrative	68
Sub-Contracting	68
Eligible Dependent Coverage	9
Equal Employment Opportunity (EEO)	60
Non-Discrimination	60
Security Clearances	60
Security Measures	60
Exercise Clothing	66
Filling of Assignments	49
Fit for Duty	35
BAT Pay	35
Flexible Spending Account	12
401(k) Plans	8
Funeral Leave	51
Immediate Family	51
Payment	51
Vacation Conversion	41
Grievance Procedures	15
Company Representatives	19
Definition and Intent	15
Discussion	15
Grievance Procedure	15

	<u>Page</u>
Investigation	18
Mediation	18
Preliminary Step	16
Presentation	19
Procedure	16
Step One	16
Step Two	17
Step Three (Arbitration)	17
Stewards and Grievance Committee	15
Time Limits	15
Union Initiated Grievance	19
Guarantee of Pay on Call-In	54
Health and Retirement Plans	7
Eligible Dependent Coverage	9
Flexible Spending Account	12
401(k) Plans	8
General	7
Group Dental Insurance	10
Group Health Insurance	9
EPO	10
PPO	9
Group Life Insurance	11
Group Vision Plan	11
Basic & Alternative	11
Long-Term Disability Insurance (LTD)	12
Noncontributory Retirement Plan	7
Pension Service Credits for Employees	7
Who Transfer Out of the Bargaining Unit	7
Prescription Formulary Plan	10
Retiree Health Insurance	11
Holidays	39
During Vacation	41
Eligibility	40
Forfeiture	40
In Conjunction with Sick Leave Supplement	40
New Employees	40
Observed	39
10 th Holiday	39
Pay	39
Rotating Group Observance	39
Special Shift Observance	39
Worked	40
Hours of Work and Working Schedules	30
Application	30
Working Schedules	30
Change and Posting Time	31
Changes in Working Schedule	31
Master Rotation	31
Training Schedule	31
Definitions	30
Payroll Day	30
Payroll Week	30
Workday	30
Workweek	30
Working Schedules – Special Shift Assignments	30
Insurance	7

	<u>Page</u>
Eligible Dependent Coverage	9
Group Dental	8
Group Health	8
EPO	10
PPO	9
Group Life	11
Group Vision	11
Basic & Alternative	11
Long Term Disability (LTD)	12
Prescription Formulary Plan	10
Retirees and Voluntary	11
Terminations of Employment	11
Job Bid Procedures	24
Bid Procedures	24
Filling Assignments	24
Qualifications	26
Temporary Assignments	26
Jury Examination or Service	51
Notification	51
Payment	51
SAC Coordination	51
Lay Off Notice and Termination of Pay	59
Lay Off Notice	59
Termination Pay	59
Pay Schedule	59
Leave of Absence	49
Illness or Injury	50
Inclement Weather	50
Military Leave	49
Training	49
Unit Deployment and Augmentee Support	49
Personal Reasons	44
Long Term	48
Short Term	49
Union Business	49
Limited Duty and Caseworker Program	63
Caseworker Program	64
Duration and Reduction in Force	65
Filling of Vacancies	65
Government Regulations and Remedy	63
Limited Duty	63
Work Schedules	64
Long-Term Disability Insurance (LTD)	12
Management of the Business	5
Master Rotation	31
Meal Allowance	31
Military Leave	49
Training	49
Unit Deployment and Augmentee Support	49
Miscellaneous Provisions	66
Exercise Clothing	66
Range Firing	66
Uniforms	66
Night Shift Differential	33
Noncontributory Retirement Plan	7
Non-Discrimination, Equal Employment Opportunity	60

	<u>Page</u>
(EEO) and Security Measures	60
Non-Discrimination and EEO	60
Security Clearances	60
Security Measures	60
Overtime and Other Payments	33
Calling Procedure	35
Changes in Scheduled Reporting Time	38
Continuous	38
Drafting	37
Eligibility	34
Fit for Duty	35
Guarantee of Pay on Call-In	33
Holiday Worked	40
Meal Allowance	37
Minimum Pay Allowance	33
Night Shift Differential	33
Premium Pay	33
Rates and Hours	35
Scheduling	38
Suspensions	35
Times for Calling	35
Paydays	54
Payroll Day	30
Payroll Week	30
Pension Service Credits for Employees	7
Who Transfer Out of the Bargaining Unit	
Personal Relief	22
Physical Examinations	72
Physical Training Relief Guidelines (PT)	72
Preamble	1
Successorship	1
Premium Pay	54
Prescription Formulary Plan	10
Probationary Period	22
Promotions	25
CAS Technicians	28
Qualifications	28
SPO II	28
SPO III/SRT	28
Range Firing	66
Recognition	2
Retirement	7
401(k) Plans	8
Insurance	9
Noncontributory	7
Pension Service Credits for Employees	7
Who Transfer Out of the Bargaining Unit	
Safety and Health	52
General	52
Personal Relief	53
Physical Examinations	53
Safety Council for Safety and Health Activities	52
Safety	52
Safety Officer – Union	70
Scope of Agreement	2
Security Clearances	60

	<u>Page</u>
Security Measures	60
Seniority	22
Classification Table	28
Job Bid Procedures	24
Lists	29
Loss of	29
Probationary Period	22
Promotions	25
Ranking	22
Reduction in Force (RIF)	23
Rehire	23
Retention of	29
Sick Leave	45
Absence Verification	47
Accrual of Credits	45
Benefits Defined	44
Buyback	47
General	45
Long-Term Disability Coordination	48
Medical Certification	46
Notification	46
Occupational/Non-occupational	47
Payment	45
Review and Correction Process	46
Status Change	46
Supplement	46
In Conjunction with Holiday	40
Special Check Procedures	55
Special Shift Assignments	32
Strikes and Lockouts	14
Sub-Contracting	68
Successorship	2
Supervisors Working	4
Suspension or Discharge	62
Temporary Promotion	54
Termination	
Pay	59
Pay Schedule	59
Vacation Pay	41
Uniforms	72
Union Business Conducted on Company Time	21
Activities	21
Business	21
Negotiating Committee	20
Notification of Officers	20
Pay for Time Lost	20
Stewards Training	20
Time Away From Work	20
Vacations	41
Accruals	41
Eligibility	41
Emergency	43
Holiday during Vacation	40
Leaves of Absence	49
Nonscheduled	43
Pay	41

	<u>Page</u>
Pay Vacation on Termination	44
Period	41
Scheduled	43
Scheduling	43
Variance	74
Wages	54
Cost of Living Allowance (COLA)	55
Paydays	54
Special Check Procedures	55
Temporary Promotion	54
Wage Schedule	54
Workday	30
Working Rules and Discipline	61
Company Working Rules	61
Departmental Records	61
Discipline	61
Records of Discipline	62
Suspension or Discharge	62
Workweek	30