

ARTICLES OF AGREEMENT

between

BWXT PANTEX, LLC

hereinafter referred to as

THE COMPANY

and

PANTEX GUARDS UNION

hereinafter referred to as

THE UNION

2007-2012

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PREAMBLE

- A. This Agreement has been made between BWXT Pantex, LLC, (referred to as the Company), and Pantex Guards Union (referred to as the Union).
- B. The provisions of this Agreement, including but not limited to all wages, benefits and working conditions, shall be binding upon the Company and the Union and their successors and assignees.
- 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 I
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 Force personnel, excluding Armorers, below the rank of Lieutenant employed in the Security 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 II
ABROGATION OF AGREEMENT ARTICLES

- 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 that 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 denied or is required. 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 immediately become effective as of the beginning of the next payroll week following that date, but under no conditions at an earlier date.

ARTICLE III
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 IV
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 V
DUES DEDUCTION AND INDEMNIFICATION

Section 1. Dues Deduction

- A. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the dues payable by him to the Pantex Guards Union, during the period provided for in said authorization.
- B. Deductions shall be made on account of dues from the first paycheck of the employee after receipt of said authorization, and monthly thereafter from the first paycheck of the employee in each month.
- C. Money deducted from paychecks, as authorized herein for employees bargained for by the Union, shall be forwarded by electronic transfer to the account number furnished the Company by the Union no later than the 20th day of the month in which the money is deducted.
- D. The Company shall forward a summary sheet in duplicate showing the name of each employee from whose paycheck money was deducted and the amount deducted, and the name of each employee from whose paycheck money was not deducted and the reason for non-deduction, to the address furnished the Company by the Union no later than the 20th day of the month in which the money is deducted.

It is agreed that dues deduction authorizations shall be in the following form:

Name: _____
Payroll No.: _____
Address: _____

I hereby authorize BWXT Pantex, **LLC**, to deduct each month from my wages the sum of \$_____ on account of membership dues in Pantex Guards Union, and transmit the amount deducted to the Treasurer of the Union.

**ARTICLE VI
PENSION AND INSURANCE**

Section 1. Retirement Plan

The Company shall continue in effect the Pension Plan as **outlined in Appendix B of this Agreement.** Details of the Plan are available in the Plan booklet.

Section 2. Group Life, Health, Dental and Vision Insurance

The Company shall continue in effect the Group Life, Health, **Vision** and Dental Insurance Plans as **outlined in Appendix B of this Agreement.** Details of the Plans are available in the Plan booklets.

Section 3. Health Insurance for Retirees and Voluntary Terminations of Employment

The Company shall continue in effect the Health Insurance Plans for Retirees and Voluntary Terminations of Employment **outlined in Appendix B of this Agreement.** Details of the Plans are available in the Plan booklets.

Section 4. Long Term Disability Insurance

The Company shall continue in effect the Long Term Disability Insurance Plan for all active employees as **outlined in Appendix B of this Agreement.** Details of the Plan are available in the Plan booklet.

Section 5. 401(k)

The Company shall continue in effect a Defined Contribution Savings Plan for all active employees as **outlined in Appendix B of this Agreement.** Details of the plan are available in the Plan booklet.

ARTICLE VII
BULLETIN BOARD

Section 1. Bulletin Board

The Company shall provide bulletin **boards in all Security shift briefing and change house buildings** for the use of the Union. The bulletin board shall be covered with glass and under lock, the key of which shall remain in the possession of a Union representative. The bulletin board 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, Union social affairs, and shall be signed by an officer of the same.

Section 2. Posting Approval

Any and all other notices to be posted on the bulletin board must have the approval of the **Safeguards & Security** Division Manager, or his representative.

ARTICLE VIII
STRIKES AND LOCKOUTS

Section 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 and employment and improved employer-employee relationships, the Company and the Union agree that 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 that 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 that 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 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 Security 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 the Security Force personnel to perform duties outside the Pantex reservation except in case of emergencies or in the performance of their regular duties.

Section 2. Notice of Change, Modification, or Termination

This provision shall no longer be binding on the Company or the Union if either party has served proper notice requesting change or modification of this Agreement in accordance with the terms of Article XXVI, Duration, and either party has given written notice that it is discontinuing negotiations.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 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 two (2) Stewards and one (1) Alternate Steward per Rotating Group for the purpose of representing employees in this grievance procedure. The Company agrees to recognize one (1) Steward and one Alternate Steward (1) for each Special Shift Group (including but not limited to: Day Cadre, Night Cadre, Day Construction, Evening Construction and Special Days). 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.

| | |
|----------------------|--|
| Preliminary Step | As soon as possible after occurrence |
| Filing | 15 days after occurrence |
| Step 1 | 10 days to discuss after filing |
| Step 2 | 10 days to discuss after Step 1 meeting |
| Step 3 | 15 days for written appeal after Step 2 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 3 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 then 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 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 1, the Shift Commander or designee shall send the original report of grievance, signed off by both the Union and the Company, to Labor Relations for their files.
- D. If the grievance is not resolved in Step 1, the Shift Commander or designee shall prepare a memo to the Labor Relations Manager within two (2) days of the meeting outlining the Company's position and the Union's position on the subject issue and summarizing the outcome of the Step 1 meeting. The Union Business Agent (or President in his absence), shall then coordinate scheduling of the Step Two meeting with the Chief of the Protective Force and Labor Relations.
- 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 paragraph E. above 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, President of the Union, 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 within ten (10) workdays after it is received by the Company representative in Step Two, unless an extension of time has been mutually agreed upon per Section 5 of this Article, and if no satisfactory solution is accomplished, the grievance shall become a matter for arbitration as hereinafter provided.

Section 9. Step Three

- A. Any controversy resulting from a difference of opinion between the Company and the Union, or between the Company and a complainant 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 (1) the Parties agree to shorten an arbitrator's tenure, or (2) an arbitrator removes himself from the panel or for some other reason is unable to serve on the panel. 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 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 recited 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 X of this Agreement.
- 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 Union Steward or Union 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 Chief of the Protective Force **(or his designee), appropriate Department Manager, and a Labor Relations Representative. The designee has authority to make decisions for the Division Manager.**

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 II with the Chief of the Protective Force, or designated alternate. 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 X
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 for in this Agreement.

Section 2. Union Business

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

- A. Investigation of grievances and witness to disciplinary action, if requested by involved employee. Investigation of accidents which would affect any Bargaining Unit member.
- B. Conferring with Company representatives, including 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 Union President and Business Agent, 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 Union President or Business Agent shall be allowed up to two (2) hours for the making of a presentation to each new hire class.

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 Security Department 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 shall be properly relieved from duty to conduct an onsite investigation of the matter within thirty (30) minutes.

Section 5. Pay For Time Lost

A Steward, the employee Union representatives named in the steps of the Grievance Procedure, and the employee Union representatives on the Negotiating Committee shall be paid their regular rate of pay for time lost when investigating grievances or conferring with management during their scheduled hours of work. However, employee members of the Negotiating Committee shall be paid for time lost from scheduled work due to contract negotiations, whereby the complete Agreement is open for negotiation, from commencement of negotiations until expiration of the Agreement. If only a portion of the Agreement is open for negotiation, employee members, including the Business Agent if an employee of the negotiating committee, shall be limited to a cumulative total of two hundred eighty-eight (288) hours for time lost from scheduled work due to contract negotiations.

Section 6. 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,

Article X
Conducting Union Business on Company Time

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Vice President, Business Agent, Secretary, Treasurer, employee members of the Negotiating Committee, and shall advise the Company in writing of any changes in said employee representatives of the Union.

**ARTICLE XI
SENIORITY**

Section 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, except:
 - 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 newly hired employees.
 - b. A Plant employee transferring to the Security Department Bargaining Unit on the same date a new employee is hired into the Security Department Bargaining Unit **shall** be listed ahead of the new employee on the Seniority List.

Section 2. Probationary Period

Newly hired Security Police Officer(s) **(SPO's)** shall be considered probationary employee(s) while assigned to **the initial Basic Security Police Officer Training (BSPOT) Academy, and for a period of twenty-six (26) calendar weeks after completion of the BSPOT Academy.** After such probationary period, the new employee's seniority shall be retroactive to the date of his employment in the Bargaining Unit. 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.**

Section 3. Reduction in Force

In the event of a reduction in force, probationary employees shall be terminated first. Should further terminations be necessary, they shall be made in accordance with seniority.

Section 4. Rehire

- A. For a period of **twenty four (24)** months after he is terminated due to reduction in force, the employee with the greatest amount of seniority at the time of his termination shall be entitled to preference in rehire for Bargaining Unit jobs in the Security Department provided he has the necessary physical and other qualifications. The name of a regular employee terminated from the payroll as a result of reduction in force shall be carried on a rehire list in order of his 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 being 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 Union's 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 that he shall return to work within ten (10) workdays from date of his acceptance by the Company. If such an employee cannot be located in this manner, or if he fails to reply or refuses the offer, the next senior qualified former employee shall be notified in a similar manner.
 2. In special cases, a former employee, when replying within three (3) workdays to the Company's notice to him of his acceptance and requesting that he return to work, may be given an extension of time by the Company beyond the ten (10) workday limit specified above.
 3. In case the Company feels it needs to do so, it may temporarily fill any vacancy without waiting for any time to expire, until such vacancies can be filled according to this procedure.

- B. A former employee rehired as outlined in this Section 4. of this Article XI 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 unit to date of termination to be used toward accrual of vacation eligibility and credits. (He shall be considered a new hire with respect to the accumulation of termination pay credit as covered in Article XXI of this Agreement.)
 4. Entitlement to Group Insurance coverage the date he is rehired and placed on the payroll.

Section 5. Promotions and Job Bid Procedure

A. Position and Promotion Vacancies

1. General

When a promotion (CAS, SPO III, SRT) or position (SPO I, SPO II) vacancy occurs in the Bargaining Unit, such vacancy shall be filled from employees within that seniority group based upon seniority and all applicable qualifications to perform the job.

- a. Assignment(s) shall be awarded to the senior qualified/eligible employee(s) based on the Annual Master Bid Sign-Up Sheet. Qualifications shall include current security clearance, HRP certification and other certifications as required. Employee(s) who have their clearance or HRP suspended shall not be qualified for assignments except for those employee(s) whose suspension was due to administrative reasons or employee(s) returning from long-term military leave. In the event there are an insufficient number of interested employee(s), the assignment(s) shall be filled by the junior

qualified/eligible employees(s) from the Seniority List. In these cases, the employee(s) must possess the proper clearance, including HRP certification.

- b. It is understood and agreed, however, 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 feels that the Company has made an error in judgment in selecting an employee for promotion, the Union may subject the matter to the grievance procedure.

- c. 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 a group where a vacancy exists, or to the Rotating Group from which he came if a vacancy exists.

2. Central Alarm Station (CAS) Technicians, Alternate Central Alarm Station Technicians

When an employee is selected for the position of Central Alarm Station Technician or Alternate Central Alarm Station Technician based upon the following criteria:

- a. An unqualified employee shall be temporarily transferred to that position and given a trial period of sixty (60) workdays on the job to fully establish skill and ability to perform the job to the satisfaction of the Company. During the sixty (60) workday trial period, the employee shall receive the pay rate for the position.
 1. If the employee selected does not meet the requirements of the position as judged by the Company during the sixty (60) workday trial period,

the employee shall be returned to his previous job at his previous pay rate and another employee may be selected.

2. The Company, at its discretion, may elect to reduce or waive any portion of the sixty (60) 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 sixty (60) workday trial period, the employee shall be transferred to that position and shall receive the pay rate for the position.
 - b. A qualified employee shall be transferred to that position and shall not be subject to the sixty (60) workday trial period. The employee shall receive the pay rate for the position.
 - c. An employee who voluntarily seeks and is selected for a CAS/Alternate CAS position and successfully completes the sixty (60) 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/Alternate CAS position shall be allowed to bid to other positions at the time of the annual bid if they have sufficient seniority.

3. SPO I Positions

- a. Employees are selected based on the criteria listed under Section 5.A.1.
- b. Employees interested in a SPO I position shall be able to denote their interest on the job bid preference sheet.
- c. Employees selected or drafted into a SPO I position vacancy shall be assigned, based on seniority, to the

Group and Team or Special Shift assignment where the vacancy exists.

4. SPO II Offensive/Defensive Positions

- a. Employees are selected based on the criteria listed under Section 5.A.1.
- b. Employees interested in a SPO II position shall be able to denote their interest on the job bid preference sheet.
- c. Employees selected or drafted into a SPO II position vacancy shall be assigned, based on seniority, to the Group and Team or Special Shift assignment where the vacancy exists.

5. SPO III Positions

- a. Employees are selected based on the criteria listed under Section 5.A.1.
- b. Employees interested in a SPO III position shall denote their interest to attend the SPO III Basic Training Course on the job bid preference sheet.
- c. Upon successful completion of the SPO III Basic Training Course, employees selected or drafted into a SPO III position vacancy shall be assigned, based on seniority, to the Group or Special Shift assignment where the vacancy exists.
- d. An employee who voluntarily seeks and is selected for a SPO III position and successfully completes the SPO III 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 position shall be allowed to bid to other positions at the time of the annual bid if they have sufficient seniority.

e. Employees in SPO III positions must maintain all job requirements, including maintenance of physical abilities. If a SPO III position incumbent does not maintain such requirements as judged by the Company, he may be returned to other duties, at the appropriate pay rate, for which qualified.

6. SRT Positions

a. SPO III employees interested in a SRT position shall denote their interest on the job bid preference sheet.

b. Employees selected or drafted into a SRT position vacancy shall be assigned, based on seniority, to the Group or Special Shift assignment where the vacancy exists.

c. An employee who voluntarily seeks and is selected for a SRT position shall remain so classified for a minimum of two (2) years from the previous annual bid date, except for reasons acceptable to the Company.. However, employees drafted into a SRT position shall be allowed to bid to other positions at the time of the annual bid if they have sufficient seniority.

d. Employees in SRT positions must maintain all job requirements, including maintenance of physical abilities. If a SRT position incumbent does not maintain such requirements as judged by the Company, he may be returned to other duties, at the appropriate pay rate, for which qualified.

B. Special Shift Assignments

1. The Company and the Union recognize there are occasions when it is necessary to schedule employees for special shift assignments as differentiated from rotating group assignments.

a. When such 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, then the junior employee from the affected group shall be assigned the work. However, if the need for these assignments results in additional staffing requirements, they shall be filled in accordance with the provisions of Section 5.A.1. of this Article. If new assignments still exist, then such assignments shall be filled on an overtime basis.

- b. When such assignments are projected to last more than ninety (90) days, they shall be filled, in accordance with the provisions of Section 5.A.1. of this Article, from the preference list.
- c. Upon completion of the temporary assignment, the employee shall be returned to his last position.
- d. Employee(s) who are on a temporary assignment during the annual job bid period shall be allowed to bid.

2. Filling of Assignments

- a. All **interested** Bargaining Unit personnel shall complete the Annual Master Bid Sign-Up Sheet prioritizing their choices. **An employee(s) must meet the full selection criteria as outlined in Section 5.A.1 for any job for which they bid.** These preferences shall be placed into a computer program which shall assign jobs according to seniority. An individual may come in and alter his preferences at any time and be allowed to change assignments based upon seniority **and all applicable qualifications to perform the job** if an opening occurs. **Once the job bid closes, the employee(s) are locked into the job for the duration of the bid unless there are new jobs assignments created.** Personnel may change assignments only if a vacancy occurs, i.e., they shall not be allowed to bump anyone from a special shift assignment.
- b. Should a reduction occur in a special shift assignment, the individuals affected shall be returned to rotating group in

accordance with paragraph B.4. below. Employees returning to rotating groups may elect to update their job preference on the Annual Master Bid Sign-Up Sheet and be eligible for any vacancy that subsequently occurs in the special shift assignment area (they cannot bump anyone from an assignment because their assignment was reduced/eliminated).

3. 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.
 - a. 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.
 - b. The Annual Master Bid Sign-Up Sheet shall be maintained by the Shift Commander or Security Management for the three (3) week annual bid period.
 - c. Employee(s) absent during the three (3) week annual bid period shall have the opportunity to phone in their job preference during the three week annual bid period by contacting the on duty Shift Commander.
 - d. Failure of any employee(s) to complete the Annual Master Bid Sign-Up Sheet prioritizing their choices, during the three (3) week annual bid period, forfeits their bid rights for the year, unless a new job is created.
 - e. Once an employee is selected for his first preference in accordance with the above procedure, he may not bid on any other special shift assignment for the duration of that bid assignment, unless a new job is created.
 - f. 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 that 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 the junior employee(s) when there are an insufficient number of senior volunteers from the last like assignment filled.

4. Whenever a special shift assignment is terminated, the employee(s) affected shall be returned to the rotating group where there is a vacancy in the rotating group by 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), provided that such request is satisfactory to the Company.

Section 6. Retention and Loss of Seniority

A. Retention of Seniority

1. An employee promoted to Security Supervision or transferred to another position in the Plant outside the jurisdiction of this Bargaining Unit shall not retain any of their accrued seniority.
2. An individual reemployed under the provisions of Section 4., Rehire, of this Article XI, shall be credited with seniority earned and previously accrued to the date of his 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 quits of his own choice.
 - b. If he transfers out of the Bargaining Unit.
 - c. If he is discharged for cause.
 - d. If he is on long-term disability
 - e. If he retires

Section 7. Seniority Lists

- A. The Company agrees to complete and furnish the Union a seniority list **electronically** each six (6) months **or when the list is updated** from the date of this Agreement. A copy of the seniority list shall be posted in Guard Headquarters.
- B. An employee shall not be put on the seniority list until after he has completed his probationary period as set forth in Section 2. of this Article.

ARTICLE XII
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 6:00 a.m. to 6:00 a.m. 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 6:00 a.m. Monday to 6:00 a.m. of the following Monday.

C. Workday

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

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

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.

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.

E. Paydays

Paydays shall be once every two (2) weeks and shall not be later than the Friday after the end of the second payroll week.

Section 2. Application

A. Working Schedules

1. The standard scheduled hours of work shall be as follows:

- a. Day Shift 6:00 a.m. - 5:59 p.m.
- b. Night Shift 6:00 p.m. - 5:59 a.m.
- c. Special Shift/Cadre Core-hours as established by the Company during the annual bid process.

2. Change and Posting Time:

Time necessary for employees to change uniforms, muster and be posted shall be allowed and paid for by the Company.

- A. Sixty-two hundredths (.62) change and posting time shall be paid, at the employee's base hourly day rate for rotating group personnel.
- B. Ten (10) minutes change time shall be paid at the appropriate rate for special shift personnel.

*Schedule may be modified based on operational requirements
(i.e., SAQ, Audits, Special Training, etc.)

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. Employees shall not work more than eighteen (18) consecutive hours. If an employee works sixteen (16) or more consecutive hours, he must receive at least eight (8) hours off duty before reporting to the next scheduled shift. During emergencies, as defined in Article III, employees may be required to work more than eighteen (18) 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. Overtime before or after a regular shift is not a shift change. In the absence of such forty-eight (48) hours notice, the employee shall be paid overtime for all hours worked outside his regular shift on the first day of change.
3. A four (4) week Master Rotation Sheet shall be generated between the Shift Commander and the Steward for each Rotating Group and each Special Shift. The Master Rotation Sheet 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.
4. The Security Force Training Department shall publish an accurate training schedule and post such schedule at least thirty (30) calendar days in advance of all Security Force training.

5. The parties to this Agreement recognize that the needs of adequate security may require changes in all schedules so posted.

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 a case, 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. Employees assigned to special shifts shall be utilized based on operational need for work on Holidays and shutdown periods if the activity that is the cause of the special shifts' existence is functioning. Selection of special shift employees to perform such duty shall be on a "volunteer basis". If unable to obtain a sufficient number of special shift employees through the voluntary procedure, 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 security force employees are not celebrating a Holiday on the same day, this provision does not preclude the Company from utilizing a "straight time" employee to fill any position. Also, the Company may assign employees other than special shift employees to perform special shift functions on a Holiday, 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, where practicable in the judgment of the Company, shall be utilized for any overtime work pertaining to their special shift.
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 XIII, Section 4., with the exception of requiring the special shift employees to work. Work performed on a Holiday, as designated in Article XIV, Sections 2.A. & B., shall be paid according to Article XIV, Section 10.B and work performed during the shutdown days shall be paid according to Article XIII.

ARTICLE XIII
OVERTIME AND OTHER PAYMENTS

Section 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) in any workday. However, sixty-two (.62) hundredths change and posting time shall be paid at the employee's base hourly day rate for rotating group personnel.
- B. 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 or fourth scheduled day of rest, unless such hours fall within the rotating group employee's regularly scheduled hours of work.
- C. 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.
- D. Hours for which an overtime rate 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

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 times his basic hourly rate for four (4) hours. The four (4) hour pay guarantee shall not apply to employees who report to work impaired by drugs or alcohol.

Section 3. Night Shift Differential

- A. Night shift differential shall be paid for all hours worked on night shift, excluding the sixty-two hundredths (.62) change and posting time for rotating group personnel.
- B. Night Shift differential shall be 60 cents per hours.

Section 4. Overtime Scheduling

- A. It is recognized by both parties that the needs of the business may require overtime work, and that jobs involved must be manned by qualified employees working on an overtime basis. It is further recognized that inadvertent overtime scheduling errors may occur in the administration of this section, and that such errors are not subject to the provisions of Article IX - Grievance Procedure. When it is shown that the Company has not offered overtime in accordance with these instructions, the Company agrees to provide the bypassed employee an opportunity to work an equivalent amount of replacement overtime. The replacement overtime shall be additional positions above and beyond the overtime available for that shift. However, if unable to fills (UTF's) exist the replacement overtime will be assigned a job. Replacement overtime shall be scheduled at a mutually agreeable time between the Company and the employee. The employee shall not be charged for replacement overtime hours worked.
- B. The Company shall, as far as practicable, offer opportunities to work overtime to the qualified available senior employee(s) lowest on the overtime list who is on his day(s) off. Newly hired or rehired employees shall be given the average of overtime hours of the rest of the security force upon assignment to a rotating group.

Section 5. Overtime Eligibility:

- A. Employees are eligible for voluntary overtime if they sign up on the PX 3032, Overtime Sign-Up List for their scheduled day(s) of rest.
 - 1. The employee must personally sign the Overtime Sign-Up List, or request that a Security Force supervisor place their name on

the list, **if the employee was on vacation on their last day of work.** An employee may request removal from the list.

2. An employee cannot alter the list by adding or removing another employee's name.
 3. When signing up for overtime the employee shall designate the specific days and shift they are volunteering to be available to work.
 4. 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.
- B. Employees must possess proper access authorization and qualifications for the available posts in order to be eligible for overtime (i.e. Q HRP clearance for PA/MAA, Q non-HRP or L cleared for PPA/LA, CAS qualified for CAS and **SPO III for SPO III or SPO II or SPO I, SPO II for SPO II or SPO I, and SPO I for SPO I).**
- C. Due to safety considerations, normally an employee cannot work overtime unless there is at least eight (8) hours from the time they get off work and the time they return to work.
- D. Vacation
- Employees on vacation their last scheduled workday shall not be eligible to work overtime until their first scheduled regular day off. They may not work an overtime shift the same day they take vacation.
- E. Sick leave
1. Employees off on sick leave their last scheduled workday are not eligible to work overtime until they have returned to their regular scheduled shift.

2. Employees who take a partial day off sick their last scheduled workday are not eligible to work overtime.
3. Employees who leave work early for a scheduled doctor's appointment on their last scheduled workday are eligible to work overtime.
4. Employees who require a return to work pass from the Medical Department are not eligible for overtime until they have been released to return to work by the Medical Department.

F. Discipline Reasons

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.

G. Fit For Duty

1. Employees contacted off site to fill overtime must comply with the eight-hour alcohol abstinence rule to be eligible for overtime.
2. If there are less than eight hours between contacting the employee and report time, the supervisor 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 hours notice before report time shall be administered a Breath Alcohol Test (BAT) before being allowed to work.

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

B. Report times and hours are the same as normal shift hours, unless the supervisor advises otherwise.

Section 7. Times for Calling Overtime:

Supervisors are not to call day shift jobs before 0900 hours.
Supervisors are not to call night shift jobs before 1930 hours.

Section 8. Procedure for Calling Overtime

A. Overtime shall be awarded to those qualified employees on the Overtime Sign-Up List based upon the fewest charged overtime hours reflected in the Overtime Call List. If charged overtime hours are equal, the most senior qualified employee shall be offered the job first. The supervisor shall use the Phone Log to record the process used to contact employees for overtime work.

1. Use the Overtime Call List to determine the order to contact employees on the Overtime Sign-Up List.
 - a. All SPO III / SRT overtime vacancies shall be filled first.
 - b. A SPO III / SRT shall only be offered SPO III / SRT vacancies until all such vacancies have been filled.
 - (1) When all SPO III /SRT vacancies have been filled, SPO III / SRT are eligible for SPO II and SPO I vacancies.
 - (2) When all SPO III / SRT vacancies are filled, begin filling SPO II and SPO I overtime vacancies. SPO II's are eligible for SPO II or SPO I vacancies. SPO I are only eligible for SPO I vacancies

- c. An SPO is only eligible for vacancies they are certified/qualified to fill.
- 2. Available overtime assignments during the employee's days of rest shall be offered by general categories. Categories are: Rotating Group (SPO I, SPO II, SPO III, SRT or CAS), Cadre, Special Day Shift, Day Shift Construction, Evening Shift Construction. The employee shall pick one (1) category, then all the jobs in that category shall be offered. The employee cannot pick another category or job.

 - a. Employees who have signed up on the overtime Sign-Up List, who will be away from their phones, or on site in training status, and wish to work overtime on the following day, shall notify the Desk Lieutenant and pick one of the following categories: Rotating Group, CAS, Cadre, Special Days, Day Shift Construction and Evening Construction. When the supervisor comes to their name on the Overtime Sign-Up List, the employee shall be assigned the first job available in the applicable category. The employee shall contact the Desk Lieutenant to verify job assignment.
- 3. Skip employees who are already assigned to work overtime on another shift.
- 4. Skip to the next name on the list if the employee is not certified/ qualified or cleared to perform the work.
- 5. Employees may provide two (2) contact numbers to be used for calling overtime. These contact numbers may be for a phone, pager or cell phone.

 - a. If a busy signal or no answer is received on the primary number, note on the phone log and use the alternate number.
 - b. If an answering machine or spouse answers, and the employee is not home leave a message then try the alternate number.

- c. If an answering machine or spouse answers on the alternate number leave a message. If no answer is received, note this on the phone log and move to the next employee on the list.
- 6. Relatives, spouses or roommates of the employee cannot accept or refuse overtime assignments; the supervisor must speak directly to the employee.
- 7. 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.
- 8. If after the supervisor begins calling overtime, an eligible employee calls and requests that their name be placed on the Overtime Sign-Up List, the supervisor shall place the employee on the list according to their hours and seniority.
 - a. If the supervisor has not reached the employee according to their hours, they shall be contacted when the supervisor reaches their name.
 - b. If their name has been passed, they shall be offered a job at that point, provided they are certified/qualified for the job. They are not able to bump any already assigned jobs.
- 9. If an employee accepts overtime and then calls it back for the following reasons, illness, injury, valid emergency, the employee shall call it back at least 1 hour before the shift starts. In cases of illness and injuries, the employee shall provide valid documentation (i.e., receipt or note from doctor) to their Shift Commander or Deputy Shift Commander for approval. In the case of a valid emergency, the employee shall provide acceptable information to the on duty Shift Commander or Deputy Shift Commander for approval.
- 10. An employee will be given 2 free overtime callbacks per month within a calendar year. After the 2 callbacks in each month have been used, progressive discipline actions shall be

enforced if valid documentation is not provided. Unused callbacks shall not carry over from month to month.

11. 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.
12. If an employee, who was unable to be contacted, calls after overtime scheduling is completed, that employee remains available to work any overtime job that may come open during the current shift, provided they are certified/qualified for the job. Contact these employees beginning with the employee with the lowest number of hours.
13. If an overtime job is canceled, notify the employee who selected that job and tell them of the cancellation. They shall be the first one up on the Overtime Call List.

Section 9. 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. The process for drafting is the same as offering volunteer overtime..
 1. Employees shall be drafted beginning with the eligible certified/qualified on-duty employee with lowest seniority, and continue drafting, working up the seniority list until all jobs are filled.
 2. Employees cannot be drafted to work more than one-half of their scheduled days of rest.
 3. An employee who has a doctor's appointment scheduled for the next day shall not be drafted unless the employee and the Shift Commander or Deputy 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).

4. Any on-duty employees who have vacation scheduled for their first scheduled day back shall not be drafted.
5. An employee, who was unable to be contacted, who calls and requests a job, shall be given the job that was given to the most senior drafted employee. The most senior drafted employee shall be contacted to inform him he is no longer drafted.
6. Employee who are drafted prior to leaving the Plant site will be considered scheduled to work overtime. If an employee is drafted and calls it back for the following reasons, illness, injury, valid emergency, the employee shall call it back at least 1 hour before the shift starts. In cases of illness and injuries, the employee shall provide valid documentation (i.e., receipt or note from doctor) to their Shift Commander or Deputy Shift Commander for approval. In the case of a valid emergency, the employee shall provide acceptable information to the on duty Shift Commander or Deputy Shift Commander for approval. If the Shift Commander or Deputy Shift Commander is not provided with valid documentation or acceptable information, progressive discipline actions shall be enforced. The Company and the Union realize there may be other extenuating circumstances that may arise that 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 or Deputy Shift Commander.
7. 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. All employee overtime shall revert to zero (0) hours on a calendar year basis (January 1 of each year) during the life of the Agreement.

Section 10. 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. If the employee works two (2) or more hours beyond the end of his regularly assigned shift, he shall be granted an overtime meal allowance of four dollars (\$4.00).
1. The employee 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.

Section 11. Minimum Pay Allowance

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 12. 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 13. Scheduled Work Preceding Regular Scheduled Starting Time

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 two (2) hours pay at one and one-half times his base rate provided he reports for the early work and continues working his regular shift.

Section 14. Changes in Scheduled Reporting Time

When an employee is scheduled to work on one of his scheduled days of rest or scheduled to report prior to his regular scheduled shift commencing at a specific hour and is later called at his home and instructed to report for work at a different starting time, and there is a difference of one (1) hour or more between the original and revised starting time, the employee shall be paid in accordance with the

provisions of Section 2., "Guarantee of Pay on Call In", provided he reports for work.

**ARTICLE XIV
HOLIDAYS**

Section 1. Holiday Pay

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

Section 2. Holidays

A. The Holidays are:

| | |
|------------------|---------------------------|
| New Years 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, 2007**, shall be celebrated as the 10th Holiday.
2. For the second contract year, December **26, 2008**, shall be celebrated as the 10th Holiday.
3. For the third contract year, December **24, 2009**, shall be celebrated as the 10th Holiday.

4. For the fourth contract year, December **23, 2010**, shall be celebrated as the 10th Holiday.
 5. For the fifth contract year, December **27, 2011**, 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

For all special shift employees working a Monday through Friday schedule, any of the holidays falling on Saturday shall be observed the preceding Friday for all purposes under the Agreement and no holiday premium shall be paid for the Saturday; and any of these holidays falling on Sunday shall be observed the following Monday for all purposes under this Agreement and no holiday premium shall be paid for the Sunday.

Section 4. Rotating Group Observance

For all rotating group employees, the above designated holidays shall be observed on the day which they fall. If a holiday falls on either the first, second, third, or fourth scheduled day of rest of a rotating group employee, the employee shall receive holiday pay allowance in accordance with Section 1. of this Article for the holiday.

Section 5. Holiday Pay Eligibility

- A. To be eligible for holiday pay allowance, the employee must have worked four (4) or more hours on the last scheduled workday prior to and four (4) or more hours on the next scheduled workday after such holiday within the employee's scheduled workweek. However, 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 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 a twelve (12) hour shift on a holiday and who fails to report due to a verified illness may utilize available Sick Leave credits for the last four (4) hours of the shift, if desired.

Section 6. Forfeiture of Holiday Pay

An employee who is scheduled to work on any of the above holidays and fails to report, except for verified illness, funeral leave, **military leave**, jury duty or a bona fide emergency approved by the Labor Relations Manager as the final authority, shall not receive holiday pay allowance.

Section 7. New Employees

A new employee shall receive holiday pay allowance for any of the above holidays not worked, but only if he remains continuously on the payroll for thirty (30) calendar days.

Section 8. Holiday During Vacation

The number of employees that shall normally be allowed absence at one time from each Rotating Group on any designated Holiday **is outlined in Article XV, Section 3.I.** When one of the above designated Holidays falls within an employee's scheduled/nonscheduled vacation, he may elect to be paid only Holiday pay allowance or be paid full vacation in addition to Holiday pay allowance, as provided in this Article.

Section 9. Holidays in Conjunction with Sick Leave Supplement

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 as time worked in 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. If an employee works on a holiday which falls on one of his regular scheduled workdays, he shall be paid holiday pay allowance as provided in Section 1. of this Article and, in addition, time and one-half his base rate of pay for hours worked on a holiday in lieu of any other compensation.
- B. If an employee works on a holiday which falls on one of his scheduled days of rest, he shall be paid holiday pay allowance as provided in Section 1. of this Article and, in addition, two (2) times his base rate of pay for hours worked on a holiday in lieu of any other compensation.

**ARTICLE XV
VACATIONS**

Section 1. Eligibility

- A. For continuous service, as outlined below, at Pantex Plant an employee shall be granted a 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 Plant from last date of hire less any calendar days an employee has been on a 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.
- C. Computations for partial years of employment (mainly applicable upon termination) shall be made by prorating the 80, 120, 160, or 200 hours, as applicable, on the basis of the ratio that the number of weeks of vacation service accrued is to 52, the number of weeks in a year:

Example: $*13/52 \times 80 = 20$ hours of vacation pay due.

*13 weeks of vacation service accrued during the third year of employment.

Section 2. Vacation Pay

Vacation pay shall be computed at the employee's basic 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, of course, 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 whenever practicable.
- B. Senior employees, whenever practicable, 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 six (6) months, or more, of continuous service may be taken, subject to other provisions of this Article and the provisions herein, 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 XVI - 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's return to work, or termination, subject to the provisions of Section 6.B. of this Article.
- b. 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.
- c. Employee shall accrue their vacation hours based on their number of years of service. The balance of the vacation hours cannot exceed twice the employee 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. Vacation(s) 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 period(s).
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 period(s).
6. Employees who request a transfer from one group to another (and if the transfer is approved by the Company) shall not be allowed to carry forward their scheduled vacation period(s), unless there is a corresponding opening in the group schedule. If such should occur, the employee's scheduled vacation period(s) shall be canceled and rescheduled, subject to existing vacancies within the 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.

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. The request must be made to the supervisor of the employee's group at the Plant at least one workday prior to the desired date. This policy may be waived in exceptional situations by an off duty employee calling and obtaining approval from the on duty Shift Supervisor.
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 XVIII), 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 | 1 to 12 ratio (effective 7/1/07) |
| Rotating Group - Holiday | 1 to 10 ratio (effective 2/1/08) |
| Special Day Shift* | 1 to 10 ratio** |
| Construction - Days | 1 to 10 ratio** |
| Construction - Evenings | 1 to 10 ratio** |
| Cadre Days | 1 to 10 ratio** |
| Cadre Nights | 1 to 10 ratio** |

*This includes 16-19, Zone 4 Support, etc.

**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 this, Security management shall explain the reason(s) to the Business Agent.

Section 4. Vacation Credit Buyback

Employees who have used less than forty-eight (48) hours of Sick Leave benefits in a payroll year may elect to have the Company buy back vacation credits requested. These credits shall be reimbursed the second payroll period in January of each year and shall be reimbursed at the employee's base hourly day rate. The Company shall buy back any vacation credits, in one (1) hour increments, which are in excess of eighty (80) hours. The total number of hours available shall be determined by the amount of vacation credits shown on the last paycheck of each payroll year. Employees desiring to receive the buyback may so elect by submitting a form, provided by the Company, by the end of the first payroll period in January of each year, designating the number of hours they wish to sell back.

Section 5. Vacation on Termination

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

Section 6. 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 a vacation allowance for the portion of the year during which he has been at work. Such allowance shall be computed by taking the weeks for which the vacation service credits were accrued and applying the formula outlined in Section 1. of this Article.

B. Leave of Absence for Disability

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 XVII, 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 that an employee's sick leave credits expire before he becomes available for work within the first twelve (12) months of absence, he may request in writing that vacation credits previously earned and credited to him for full accrual periods be paid to him after sick leave credits expire. 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 credit for time off, except for the first thirty (30) calendar days of the absence. However, any vacation credits earned and not taken, or paid prior to the first date of absence, and 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.

ARTICLE XVI
SICK LEAVE

Preface:

- 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.

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.

Section 2. General

Note: 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.

- A. Sick Leave Benefits are defined as:
 - 1. Accrued sick leave credits paid at one hundred percent (100%) of the employee's base hourly day rate for his standard scheduled hours of work (8, 9, 10, or 12).
 - 2. Sick leave supplement paid at seventy percent (70%) of the employee's base hourly day rate for his standard scheduled hours of work (8, 9, 10, or 12)
- B. Payment of sick leave credits, 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 2.I. Payment of these sick leave credits shall be automatic.
- C. Sick leave supplement may be paid only after exhaustion of accrued sick leave credits. Employees in an approved sick leave status 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, normally not to exceed a total incapacitation period of twenty-six (26) weeks from the first day of disability.
- D. Payment of any sick leave credits for absences in excess of two (2) consecutive full or partial workdays, or payment of the sick leave supplement, requires submission of an application/doctor's certification and Sick Leave Administrator (SLA) approval.
 - 1. In the event the employee's physician has released the employee to return to work and the Medical Department does not approve the employee to return to work, payment of sick leave benefits, for which eligible, shall be continued.
- E. No advance of sick leave credits shall be made.
- F. Sick leave credits shall not be paid to an employee terminated.
- G. Visitations may be made in administering this program **for cause**.

- H. False claims for sick leave benefits shall be grounds for disciplinary action.
- I. 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.
- J. 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.**
- K. If eligible to receive sick leave benefits for any sick leave absence beyond two (2) consecutive–full or partial workdays, an employee shall submit an application/doctor's certification for such benefits. The application may be submitted at any time from the first day of absence, but must be submitted within thirty (30) calendar days after return to work. 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.
- L. 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.
- M. If an employee is in a vacation status and becomes ill or injured, the employee may be paid accrued sick leave benefits, in lieu of vacation credits, from the date of initial hospital confinement, provided he is hospitalized. Submission of a doctor's certification to the SLA is required.
- Note: Hospitalization is defined as being **day surgery, or admitted to** the hospital.
- N. 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 XVIII in lieu of sick leave benefits, based on submission and approval of a claim for funeral leave benefits.

- Q.** If an employee is in a sick leave status, Holiday pay eligibility is covered under Article XIV of the Agreement.
- P.** 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 3. 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.**
- 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, (frequent two-day abuse 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 thirty (30) calendar days 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 4. 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 5. 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.

Employees may be paid sick leave benefits for non-occupational illness/injury in accordance with the provisions of Section 2. of this Article.

Section 6. 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 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.
- C. All paid sick leave absences count against the buyback.

Section 7. Sick Leave/Long Term Disability Coordination

- A. Employees hired before March 17, 1997, shall be allowed to exhaust accrued sick leave credits before commencing Long Term Disability (LTD).
- B. Employees hired on or after March 17, 1997, shall be required to go on Long Term Disability (LTD) as soon as eligible and approved, regardless of sick leave accrual balance.

ARTICLE XVII
LEAVE OF ABSENCE

Section 1. Leave of Absence for Personal Reasons

A. Short-Term Leave of Absence

The Company shall, upon request, excuse an employee from his 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 shall approve a leave of absence for more than thirty (30) calendar days. Such long-term leaves of absence shall be without pay and with service credit for the first thirty (30) calendar days only.

Section 2. Absence on Union Business

A. Union Officers/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, such absence shall not interfere with the duties and responsibilities of the Security Force.

B. Notwithstanding the provisions of Article XIII, Section 4. of the Agreement, Union Officers/Representatives shall not be offered overtime on days off immediately prior to or immediately succeeding excused absences to attend meetings of the Union.

Section 3. Military Leave

A. Annual Training

1. An employee, who is a member of any branch of the National Guard or the Reserve Corps of any military unit recognized by the state or national government as a part of the armed forces shall be granted a leave of absence when ordered to active duty for annual training. Such absences shall not exceed **fifteen (15) workdays per calendar year.**
2. During this absence, he shall be paid the difference between his base rate and a maximum of **fifteen (15)** days government pay (excluding allowances and travel pay) for time necessarily lost from work (up to a maximum of eight (8), **nine (9), ten (10), or twelve (12)** hours per day or forty (40), **forty-five (45); forty-eight (48) or fifty (50)** hours per week **(depending upon shift assignment) per calendar year.**
3. Dependent on operational requirements, employees may trade workdays to accommodate annual training. The involved employees shall sign a Workday Trading Form, supplied by the Union, that shall be approved by the applicable Shift Commanders. 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 employees to ensure that adequate time is available for approval to trade the requested workdays. Trading workdays shall not create additional overtime for the involved employees.

B. Active Service

1. An employee, who is a member of any branch of the National Guard or the Reserve Corps of any military unit recognized by either the state or national government as a part of the armed forces, shall be granted a leave of absence when ordered out, or volunteers, for any active service.
2. During this absence, he shall be paid the difference between his base rate and government pay received for workdays

absent (excluding allowances and travel pay) for time necessarily lost from work (up to a maximum of eight [8] hours per day or forty [40] hours per week for Special Shift personnel, or up to a maximum of twelve [12] hours per day or forty-eight [48] hours per week for Rotating Group personnel) for a maximum of two (2) months for any active service.

Section 4. Leave of Absence for Disability

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

During leaves of absence for disability:

1. Sick leave credits shall continue to accrue for a period not exceeding the first thirty (30) calendar days the employee is receiving sick leave payments.
 2. Seniority and other service credits shall continue to accrue for a period not exceeding twelve (12) months from the date of first absence.
- B. Except as outlined in Article XVI, Section 5. Sick Leave/Long Term Disability Coordination, employees who are unable to return to work at the end of a STD leave will not have their leave of absence extended.
1. During any such leave of absence for disability, seniority only shall continue to accrue for the period of the extended leave of absence.
- C. Employees entered into Long Term Disability shall be terminated.
- D. If a Company physician determines that an employee is permanently disqualified by reason of disability for continued future employment as a security department employee, he may be

terminated from the job upon expiration of sick leave benefits, or he may be considered for placement on a plant job (outside the Bargaining Unit) for which fully qualified should a suitable vacancy exist at the time. (Refer to Article XXIV - Limited Duty Program.) If placed, the provisions of Article XI - Seniority and Article XXI - Lay Off Notice and Termination Pay do not apply. However, any employee may, if in his opinion believe that an injustice has been done arising out of an examination performed by a Company physician or a determination by the Medical Director, have himself re-examined at his expense by another physician of his choice. Any findings of the employee's own physician may be submitted to the Company's Medical Director for consideration, but the decision in such instances shall rest with the Company's Medical Director. Should an employee feel that a decision made by the Company's Medical Director is unjust, such employee may resort to the grievance procedure, including arbitration, as provided in Article IX of this Agreement, for final disposition.

Section 5. Leave of Absence Due to Inclement Weather

All PGU personnel that can fill a security post are considered critical employees and are expected to report to work during an official plant closure for inclement weather. Those PGU employees on limited duty and serving in a capacity outside their normal duties shall be allowed a maximum of twenty-four (24) hours pay per contract year to be paid at the appropriate rate, depending upon shift assignment [eight (8), nine (9), ten (10), or twelve (12)] hours, for time lost from the scheduled shift they are on in their temporary work assignment when the plant is officially shut down because of inclement weather.

Employees on vacation or in a sick leave status during a plant shutdown will remain in the same status.

ARTICLE XVIII
FUNERAL LEAVE AND JURY DUTY

Section 1. Payment

- A. The Company shall pay an employee for up to three (3) workdays at his shift core hours 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/or 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 means husband, wife, son, daughter, mother, father, 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 Labor Relations Manager.
- B. Funeral leave payment shall be at the employee's base rate based on the shift's core hours, up to a maximum of twelve [12] hours per day).
- C. Funeral leave payment shall be at the employee's base rate.
- D. If an employee is in a 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.

Section 2. Notification

An employee who intends to take advantage of this provision 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 3. Jury or Witness Service

- A. If an employee is called for jury examination or service, or summoned by the Court as a witness, except as a principal, he shall be paid his base hourly rate for time lost from regularly scheduled work up to a maximum of eight (8) hours per day, nine (9) hours per day, ten (10) hours per day or twelve (12) hours per day depending upon shift assignment. The employee shall notify the on duty Shift Commander when he is called for jury examination or service or summoned by the Court as a witness.
- B. Any employee may, if he desires to take advantage of this provision, be transferred to the day shift.

**ARTICLE XIX
SAFETY AND HEALTH**

Section 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 to encourage 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.
- 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 Safety 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/mitigation of workplace injury and illness and hazards. The Union shall have membership on the **President's Safety 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. The **President's Safety Council and Joint Company & Union Safety Council** shall meet at least monthly on a regular established schedule. Special meetings may be convened on an irregular basis as needed. Such special meetings shall be

solely at the discretion of the General Manager or the **ES&HS** 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 Safety Council and Joint Company & Union Safety Council** shall not suffer loss of pay for time spent during regular working hours conducting approved **President's Safety Council and Joint Company & Union Safety Council** activities/functions.
- C. Minutes shall be maintained of all **President's Safety Council and Joint Company & Union Safety Council** meetings. Copies of the minutes shall be provided to **President's Safety Council and Joint Company & Union Safety Council** members and others as may be deemed appropriate by the **President's Safety Council and Joint Company & Union Safety Council**.

Section 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 and sanitary laws. Suitable washrooms, with a sufficient number of showers and individual lockers, shall be maintained and kept in clean and sanitary condition. The 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 employer and, when such devices are furnished, employees shall use them for their own safety and the safety of their fellow employees.
3. The employer shall furnish protective clothing or equipment to employees, such as gloves, safety shoes, safety glasses, masks, boots, coveralls, coats, and any other protective clothing or equipment necessary to protect the employees during such periods as employees are engaged in hazardous work or handling materials, or doing work that may be harmful to the employee's body or clothes. Such protective clothing shall be furnished by the Company without cost to the employees.
4. Employees shall be informed of any health hazards associated with materials used in the work process through on-the-job training, MSDS's, product labeling, education, etc.
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 that 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 fire fighting equipment in each building.
9. The Company shall be responsible for complying with all applicable Fire Codes.

Section 4. Physical Examinations

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

Section 1. Wage Schedule

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

**JOB RATES
(HOURLY)**

| Classification | 5/30/07 | 5/5/08 | 5/4/09 | 5/3/10 | 5/02/11 |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|
| Security Officer | 3.0% \$ 21.36 | 3.0% \$ 22.00 | 3.0% \$ 22.66 | 3.0% \$ 23.34 | 3.0% \$ 24.04 |
| Security Police Officer I | 5.5% \$ 22.21 | 3.1% \$ 22.90 | 3.0% \$ 23.59 | 3.0% \$ 24.30 | 3.0% \$ 25.03 |
| Security Police Officer II (Def) | 4.0% \$ 22.21 | 3.1% \$ 22.90 | 3.0% \$ 23.59 | 3.0% \$ 24.30 | 3.0% \$ 25.03 |
| Security Police Officer II (Off) | 5.5% \$ 22.53 | 4.0% \$ 23.43 | 4.0% \$ 24.37 | 4.0% \$ 25.34 | 4.0% \$ 26.35 |
| Security Police Officer III/SRT | 5.0% \$ 23.50 | 4.0% \$ 24.44 | 4.0% \$ 25.42 | 4.0% \$ 26.44 | 4.0% \$ 27.50 |
| CAS | 4.0% \$ 23.28 | 3.5% \$ 24.09 | 3.5% \$ 24.93 | 3.5% \$ 25.80 | 3.5% \$ 26.70 |

Section 2. Cost of Living Allowance Formula

It is agreed that the "Cost of Living Allowance Formula" attached as Appendix "A" shall constitute part of this Agreement.

Section 3. Temporary Promotion

Employees who are temporarily promoted to fill a vacancy created by the absence of a Central Alarm Station Operator shall receive the rate of pay for the job for each hour worked, or for the entire shift once they have worked at least six (6) hours.

ARTICLE XXI
LAY OFF NOTICE AND TERMINATION PAY

Section 1. Lay Off Notice

Whenever it is necessary to lay off an employee(s) 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 (Article XI, 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 allowance pay for an employee terminated by the Company for any one of the following conditions 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. Noncontinuance of continuous employment by a successor contractor operator of Pantex Plant, or;
3. Failure to obtain or accept for personal reasons 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 imposed medical or physical standards of Department of Energy regulations. Employees terminated for this reason shall receive double the appropriate amount of termination pay as listed in paragraph B. below.
5. Employees who are eligible for early retirement who fail to meet the required medical and physical standards of Department of Energy regulations are eligible for both double termination pay and retirement. LTD eligibility will be determined by the insurance carrier.

B. Pay Schedule

| <u>Service Credit</u> | <u>Termination Pay</u> |
|-----------------------|--|
| Under 6 months | No allowance |
| 6 months to one year | Same proportion of 40 hours pay as completed months of service is of 12 months |
| 1 year and thereafter | One (1) week's pay for each year's service, to a maximum of fifteen (15) weeks' pay. |

1. Termination allowance payments shall be made at an employee's base hourly day rate at the time of termination.
2. The payment and acceptance of termination pay under A.1. and A.4. above shall not cancel any rights to rehire which employees might have under Article XI, Section 4., except:
 - a. The employee who is terminated by reason of physical disability which precludes rehire in a limited duty capacity.
 - b. A senior employee who elects to be terminated in lieu of a junior employee and receives termination pay based on his (senior employee's) accrued service.
 - c. An employee terminated under the provisions of A.5. of this Article.
3. An employee who is returned to work following a lay off, sooner than the number of week(s) of termination pay received, shall repay the excess amount of termination pay received.

ARTICLE XXII
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY
AND SECURITY MEASURES

Section 1. Nondiscrimination 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. When the masculine term is used in the body of this entire Agreement, it applies equally to female employees.
- B. 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, the following: employment, promotion, demotion or transfer, rates of pay or other forms of compensation and selection for training.
- C. 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.
- D. The parties recognize that the Company, as a Federal Government Contractor, is required to have Affirmative Action Programs which include goals and objectives and timetables in the recruiting, employment and placement, training and upgrading of employees and applicants for employment as defined in paragraph B. 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.

Section 3. Security Clearance

It is understood that the Company has no control whatsoever over the granting of the Security Clearance, which is a prerequisite for employment or continued employment with the Company; and it is recognized that the Company does agree not to employ any person, or continue the employment of any person, designated by the Government whose employment constitutes a security risk and is considered not to be 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 to be 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 XXIII
COMPANY WORKING RULES**

It is agreed by both 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 and recognizes the Union's right to challenge such rules when it affects their statutory rights. All members of the Union 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.

Section 2. Unfavorable Reports

A. Whenever a supervisory employee places an unfavorable report in an employee's 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 feels the unfavorable report is unfounded or not justified. An unfavorable report is defined as an official warning, suspension without pay, or more severe disciplinary action. 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.

B. If a supervisory employee enters a notation of a derogatory nature on an employee's official record, the involved employee shall be given 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.

Section 3. Discipline or Discharge

The Company shall not discipline or discharge an employee without just cause or due process. The Company shall have the right to issue Company rules of expected employee conduct and performance in order to maintain safety, security and efficiency in the Plant. In cases of reprimand or other disciplinary action requiring an adverse notation in

the record, a Union Steward must be present if so requested by the involved employee. In cases where suspension without pay or discharge is being considered, the Business Agent or President, or officially designated replacement to one of the preceding listed officers, shall be given the opportunity to discuss the case with a Senior Security Management Representative prior to the administration of any such action. The Company agrees that it shall give written warnings to employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Company, as to call for immediate discharge. All discharges shall be in writing and shall refer to the reason for discharge and prior written warnings, if any. 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 XXIV
LIMITED DUTY PROGRAM

NOTE: Unless otherwise explicitly noted, this language applies equally to both temporary and permanent assignments.

As soon as an employee becomes aware of a medical or physical condition which may impact the performance of his duties, he shall be required to report the condition to the Medical Department or to his supervisor.

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 of, and continued implementation of, medical and physical standards requirements for Security 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 employee affected may appeal his case to the Department of Energy, as provided in the regulations. The denial of a waiver, or a request for a waiver by the Department of Energy, 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 affect 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 Security Force employee in his job based upon denial of a waiver, or a request for a waiver by the Department of Energy, and the employee is subsequently terminated from the payroll or displaced to a different job in the Company outside of the Bargaining Unit, and the waiver is subsequently approved by the Department of Energy based upon the employee exercising appeal rights, 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. Should a Security 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 the Medical Department determines that a Security 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 Security Force employee, and a waiver, if necessary, has been granted by the Department of Energy, then a Board consisting of the SS&EO Division Manager, Labor Relations Manager and the Medical Director shall consider the employee's medical or physical limitations in accordance with prescribed standards required for performance of General Duty and determine if the employee's medical or physical limitations would restrict him only to assignments of a Limited Duty nature. The Business Agent or President, or a designated alternate, shall be permitted to be present only as a non-voting representative at any such meeting of this Board, with recognition that the matters discussed are privileged in nature.
 2. If the Board concludes that a Security Force employee cannot meet the prescribed standards required for performance of General Duty, the employee shall be promptly notified and reasons given to him prior to placement on Limited Duty.
 3. If a Security Force employee feels that the decision of the Board, referred to above, in placing him in a Limited Duty status, is incorrect, the employee has the privilege of having himself examined by a private physician of his choice, at the employee's expense, and may submit the findings of his physician to the Medical Director for consideration and evaluation. If the decision of the Medical Director concerning the employee's physical capabilities remains unchanged, and if

the employee feels that the Medical Director's decision is unjust, he may resort to the Grievance Procedure, including Arbitration, as provided in Article IX of this Agreement.

- B. 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 Security Force employee, such as escort, vehicle maintenance, or any reasonable request of Security 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/Shifts. Article XI, Section 5 does not apply to Security Force employees who have been permanently assigned to Limited Duty.
- C. The Company shall operate the Limited Duty Program for Security Force employees that:
1. Have been determined, by the Medical Department, to be medically or physically unable to meet medical or physical standards, as determined by the Department of Energy.
 2. Have been unable to meet their assigned firearms qualifications.
 3. Have had **Human Reliability Program (HRP)** authorization suspended.
 4. Have had training deficiencies identified, such as, lapse in certification or other training.
 5. Have been placed on Limited Duty for other valid reasons.

NOTE: 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.

- D. Security Force employees assigned to Limited Duty, which require a change of shift, shall continue on their current shift until the end of the current pay week, without loss of hours or pay for that pay week. The employee shall be assigned work commensurate with his limitation(s). Employees shall be reassigned to their new shift at the beginning of the next pay week. When reassignment requires a change of shift from night shift to day shift, and employees are scheduled to work Sunday night shift, the employees shall continue to work through that Sunday night shift. Employees shall observe Monday as a day off in order to make the transition from night shift to day shift. Employees shall begin day shift on Tuesday of that pay week and shall work extended hours Tuesday through Friday of that pay week, without loss of hours or pay for that pay week.
- E. Security Force employees assigned to Limited Duty shall maintain their current rate of pay until their running qualification expires, their firearms qualification expires or a permanent restriction is identified.
- F. Overtime assignments shall be offered to Security Force employees in Limited Duty status only if the overtime work is work that can be performed by a Limited Duty employee and not requiring the full services of a General Duty employee, within the judgment of the Company.

Section 3. Retention

- A. The Company shall reasonably explore temporarily assigning Security Force employees to other work assignments that they may be able to perform. The Company shall explore assignments within the Security Department, within the **Safeguards & Security Division** or within other Plant Divisions, including assignment to the Labor Pool.
- B. If it becomes necessary to transfer a General Duty Security Force employee from a Rotating Group or a Special Shift Assignment, who is performing work that can be assigned to a Limited Duty

Security Force employee, and in order that the Limited Duty employee can be retained, the Company shall meet with the Business Agent or President, or designated alternate, and notify them in advance of the action to be taken.

In the event a situation occurs where there are more Security Force employees in a Limited Duty status than the Company can gainfully accommodate, the Union shall be notified and the junior employee in Limited Duty shall be referred to the Human Resources Division for consideration and possible placement in a different job vacancy in the Plant for which he is qualified. The employee placement shall be accomplished by assigning the employee to the Case Worker Program. Once assigned to the Case Worker Program for a period not to exceed ninety (90) calendar days, the employee shall be assigned a caseworker. The caseworker shall counsel the employee to 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 personnel file and resumes and coordinating with hiring managers. The employee must be an active participant in the program. In addition, the employee shall be provided information on the Company Educational Assistance Program to assist the employee in training and certification for employment at the Plant or other companies. All bargaining unit employees are encouraged to take advantage of the Company Educational Assistance Program for advanced education and training before enrollment in the Case Worker Program, to enhance their future employment options.

At the end of ninety (90) calendar days, if there is no job vacancy in the Plant for which he is qualified, or if a job offer is made and the employee refuses to accept the job offer, the employee shall be terminated by Reduction-In-Force with rehire rights as provided by Article XI, Section 4., and with appropriate termination pay as provided by Article XXI, Section 2.A.5. The Company shall make the final determination of the employee's ability to meet the qualifications of the job vacancy.

Enrollment into the Case Worker Program beyond ninety (90) calendar days shall be considered on an exception basis. Employees must initiate a written request for extension into the

program to the Case Worker Program Manager before the ninetieth (90th) calendar day. The exception shall be reviewed and considered for approval by the Human Resources and Safeguards and Security Division Managers

NOTE: Any Security Force employee may request job placement counseling through the Case Worker Program at any time.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Section 1. Uniforms

- A. The Company shall continue to furnish, replace, repair, launder and clean the items of the regulation uniform furnished by the Company. It shall be the employee's responsibility to launder the Company furnished socks, **t-shirts and towels.**
- B. 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 participating in the physical training program with an annual exercise clothing authorization, not to exceed **two hundred and fifty (\$250)** to obtain approved exercise clothing, including running shoes. This annual exercise clothing authorization shall be paid on, or before, the first payroll of each fiscal year of the Department of Energy. **E**ach new employee participating in the physical training program will receive the same exercise clothing authorization. This initial exercise clothing authorization shall be paid on the first payroll of the month following the date of completion of basic/initial training and annually thereafter.
- B.** It shall be the 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 granted for range firing so that employees may remain qualified in marksmanship. Normally, this shall be two (2) or three (3) times per year **in addition to SAQ's and OA's.**

**ARTICLE XXVI
DURATION**

This Agreement shall become effective as of **May 30, 2007** (except for those Articles wherein a different date is applicable) and shall continue in effect until **June 10, 2012**, 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 29th day of May, 2007.

BWXT PANTEX, LLC

PANTEX GUARDS UNION

/s/ Dan J. Swaim
President & General Manager

/s/ Jeremiah F. White
President

/s/ Mark E. Bente
Safeguards & Security

/s/ Cary Raulston
Vice President

/s/ Donna J. Hampton
Human Resources

/s/ Leo T. Salazar
Business Agent

/s/ Mike Lansing
Committee Member

/s/ Daniel Creeden
Committee Member

/s/ Steven P. Larsen
Committee Member

/s/ Randy Schlegel
Committee Member

/s/ Larry R. Spaulding
Committee Member

/s/ Michael E. Stumbo
Committee Member

/s/ D. J. Shead
Committee Member

/s/ Robby Roderick
Committee Member

ARTICLE XXVII
DUTIES AND ADMINISTRATIVE ESCORTS

Duties

- A. Security 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 Security Bargaining Unit employees.
- B. It is recognized that Management must have the responsibility and flexibility of determining the need to lock and unlock buildings, and the assignment of responsibility for such functions. Security 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 the employee.
- C. In an effort to insure effective utilization of the **Protective** force, administrative escorts may be accomplished by non-security personnel, when the administrative escort meets the following conditions/requirements:
 - 1. Only personnel with a Department of Energy L or Q clearance shall conduct administrative escorts. Personnel with L clearances, and the escorted, shall not have access to Secret Restricted Data.
 - 2. Only exempt, non-exempt/non-bargaining BWXT Pantex employees shall conduct administrative escorts.
 - 3. Non-BWXT Pantex employees shall not conduct administrative escorts, unless authorized in writing by the Department of Energy. When the Company receives such written authorization, they shall forward a copy to the Business Agent of the Union.
 - 4. Bargaining Unit BWXT Pantex employees shall not conduct administrative escorts-

5. Foreign Nationals shall not conduct administrative escorts nor shall they be escorted by an administrative escort.
6. Construction contractors, their employees and uncleared direct hire construction workers shall not conduct administrative escorts, nor shall they be escorted by an administrative escort, except for job bids, job surveys, preventive maintenance, or required Pantex Plant training.
7. Unarmed Security Officer(s) who fail to meet the medical, physical or firearms standards under Article XXIV, Section 2., and are placed on limited duty under Article XXIV Section 3.C., can escort construction and administrative personnel in the limited area, or perform other applicable security duties while in the Case Worker Program.
8. Service vendors conducting preventive maintenance and repair on equipment such as office machines, computers and physical fitness apparatus, may be escorted by an administrative escort.
9. Uncleared BWXT Pantex employees may be escorted by an administrative escort.
10. No administrative escorts shall be conducted in Protected Areas or Material Access Areas. Administrative escorts shall only be conducted in the Limited Area. The only administrative escorts allowed in Security Headquarters shall be conducted by Technical Security, Security Force supervisors, Security management or as approved by the Chief of Protective Force or his designee.
11. No administrative escorts shall be conducted for deliveries/delivery personnel, any type of catering or bus tours anywhere on Pantex Plant.
12. Administrative escorts shall be for official business only (Government, Company or Union), not for personal reasons.

13. Administrative escorts/escortees shall be **adequately** educated/trained on their duties/responsibilities and this training shall be documented.
14. Administrative escorts 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 2. 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, 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 that 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 XI, Section 4. of the Agreement, such employee shall be offered recall prior to such work being subcontracted.

APPENDIX A
COST OF LIVING ALLOWANCE

A cost-of-living allowance is provided under the terms and conditions of this Appendix during the life of this Agreement, through **June 10, 2012**

Section 1. Index Used

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".

Section 2. Effective Date of Adjustment

Subject to the conditions described in Section 3. 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 (**June 10, 2012**).

Section 3. Basis of Adjustment

This Appendix shall be implemented during the life of this Agreement providing the following requirements are met:

- A. First Contract Year (**May 30, 2007 – May, 25, 2008**):
1. This Appendix shall be implemented during the first contract year if the Index increases **4.5%** above the base month of **May 2007**. No payment shall be accrued or payable until this condition has been met.
 2. If the Index does increase **4.5%** during the first contract year, the calculation of payments shall be based on any additional increase in the Index above the **4.5%** during the remainder of the first contract year. The month the Index increases **4.5%** above the **May 2007** 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 Section 2. above.

3. Any cost-of-living allowance generated during the first contract year shall continue to be paid throughout the life of this Agreement.

B. Second Contract Year (**May 26, 2008 – May 24, 2009**):

1. This Appendix shall be implemented during the second contract year if the Index increases **3.45%** above the base month of **May 2008**. 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.
 - a. Effective **May 26, 2008**, accrual of cost-of-living allowance shall be discontinued until the Index increases **3.45%** above the **May 2008** base.
 - b. If the Index does increase **3.45%** during the second contract year, the calculation of payments shall be based on any additional increase in the Index above the **3.45%** during the remainder of the second contract year. The month the Index increases **3.45%** above the **May 2008** 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 Section 2. above.
2. Any cost-of-living allowance generated during the second contract year shall continue to be paid throughout the life of this Agreement.

C. Third Contract Year (**May 25, 2009 – May 23, 2010**):

1. This Appendix shall be implemented during the third contract year if the Index increases **3.42%** above the base month of **May 2009**. 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.

- a. Effective May 25, 2009, accrual of cost-of-living allowance shall be discontinued until the Index increases 3.42% above the May 2009 base.
 - b. If the Index does increase 3.42% during the third contract year, the calculation of payments shall be based on any additional increase in the Index above the 3.42% during the remainder of the third contract year. The month the Index increases 3.42% above the May 2009 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 Section 2. above.
2. Any cost-of-living allowance generated during the third contract year shall continue to be paid throughout the life of this Agreement.
- D. Fourth Contract Year (May 24, 2010 – May 22, 2011):
1. This Appendix shall be implemented during the fourth contract year if the Index increases 3.42% above the base month of May 2010. 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.
 - a. Effective May 24, 2010, accrual of cost-of-living allowance shall be discontinued until the Index increases 3.42% above the May 2010 base.
 - b. If the Index does increase 3.42% during the fourth contract year, the calculation of payments shall be based on any additional increase in the Index above the 3.42% during the remainder of the fourth contract year. The month the Index increases 3.42% above the May 2010 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 Section 2. above.

2. Any cost-of-living allowance generated during the fourth contract year shall continue to be paid throughout the life of this Agreement.
- E. Fifth Contract Year (May 23, 2011 – June 10, 2012):
1. This Appendix shall be implemented during the fifth contract year if the Index increases 3.42% above the base month of May 2011. 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.
 - a. Effective May 23, 2011, accrual of cost-of-living allowance shall be discontinued until the Index increases 3.42% above the May 2011 base.
 - b. If the Index does increase 3.42% during the fifth contract year, the calculation of payments shall be based on any additional increase in the Index above the 3.42% during the remainder of the fifth contract year. The month the Index increases 3.42% above the May 2011 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 Section 2. above. No adjustments shall be made after expiration of this Agreement (June 10, 2012).
 2. Any cost-of-living allowance generated during the fifth contract year shall continue to be paid throughout the life of this Agreement.
- F. 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 in Section 3.A., 3.B., 3.C., 3.D., and 3.E. above.

- G. 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.

Section 4. General

- A. The cost-of-living allowance shall not be added to the base wage rate ranges of Job Classifications set forth in Article XX, Wages, 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.
- B. 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.
- C. The parties of 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 **May 2007**. 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 **May 2007**. (1982-1984=100).

APPENDIX B
PENSION AND INSURANCE SYNOPSIS

This Appendix contains a limited description or summary of certain pension, welfare and other benefits offered to employees of BWXT Pantex, LLC, who are members of the Pantex Security Force. This Appendix 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 Appendix, 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 Appendix and the actual plan documents, the provisions of the actual plan documents shall control.

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.

ELIGIBLE DEPENDENT COVERAGE

Dependents age nineteen (19) to twenty-five (25) are only eligible for benefits if they meet the following education requirements: If attending an accredited college or university, the student must be enrolled a minimum of 6 hours or more that count towards a degree plan each enrollment period. If attending a trade school, the student must be enrolled in a minimum of half of the required courses offered for each enrollment period. Evidence of enrollment must be provided to the Benefits Department each enrollment period.

Grandchildren are eligible for benefits if the employee is the legal guardian for the grandchild. An unmarried child of any age is eligible if medically certified as disabled and dependent upon the employee for

support and maintenance. Evidence of eligibility may be required by the insurance carrier.

The plan shall include maternity coverage and dependent coverage for eligible dependents, and shall also 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. Employee must notify the Benefits Department if they wish to continue coverage for the child beyond this period.

GROUP HEALTH INSURANCE

Employee has a choice of two (2) medical plans.

Contributory PPO Plan -

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

Effective January 1, 2008, the employee cost share will be 11% of the total monthly rate.

Effective January 1, 2009, the employee cost share will be 12% of the total monthly rate.

Effective January 1, 2010, the employee cost share will be 15% of the total monthly rate.

Effective January 1, 2011, the employee cost share will be 15% of the total monthly rate.

Effective January 1 thru December 31, 2012, the employee cost share will be 15% of the total monthly rate.

For determination of the employee share for years effective January 1, 2009 through January 1, 2012, the total monthly rate will be capped each year to a maximum 8% increase over the prior year's total monthly rate.

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

Copays **for Retail& Mail Order:** \$ 5 Generic
\$12 Brand name when generic is not available
\$20 Brand name when generic is available

Eligibility: First of month following 30 days of Company service

ADDITIONAL EMPLOYEE BENEFITS PLANS

The Company will conduct an RFP to provide the employee the option to participate in supplemental benefit plan(s) such as specified health event protection, personal disability income protector, personal accident indemnity plan, personal cancer indemnity plan, personal long term care plan, and care assist. Any plan(s) selected will be offered effective 1/1/09.

Employee pays 100% of the cost.

Eligibility: First of month following 30 days of Company service

GROUP DENTAL INSURANCE

Employees can elect to participate or decline coverage in the following dental plan:

Contributory Plan B –

Effective January 2008, the contribution of the total monthly cost for this coverage shall be 20%. The employee contribution is adjusted and fixed each year. The employee cost is adjusted and fixed each calendar year.

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

| | <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% |

Eligibility: First of month following 30 days of Company service

GROUP VISION PLAN

Employee has the option to participate in a basic vision plan.

| | |
|---------------------------------------|---|
| Employee pays: | 25% of monthly cost |
| Examinations: | One per year |
| Annual Maximum Benefit for Materials: | \$200 for glasses or contacts |
| Eligibility: | First of month following 30 days of Company service |

GROUP LIFE INSURANCE

Employee is provided, at no cost, basic group life insurance as follows:

| <u>If your basic annual salary is:</u> | <u>Your life insurance is:</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 |

Employees have the option to purchase additional employee life insurance at a per unit cost based on the employee's age.

Eligibility: First of month following 30 days of Company service

FLEXIBLE SPENDING ACCOUNT

Employee has the option to participate in a flexible spending account subject to all applicable IRS laws and regulations.

The plan pays: 100% of service charge

Eligibility: First of month following 30 days of Company service

RETIREE HEALTH INSURANCE

Eligible retirees have the option **to remain on their insurance plan in effect at the time of retirement.**

Employee pays 20% of **monthly cost.**

Coverage ceases at age 65 for employee. Coverage ceases for dependents at age 65 or 10 years of coverage; whichever occurs first. The 10-year period begins when the retiree becomes covered under the plan.

Eligibility: Age 55 with at least 10 years of Company service

NONCONTRIBUTORY RETIREMENT PLAN (DEFINED BENEFIT PLAN)

Employees who have accepted employment prior to March 18, 2002, are provided, at no cost, a defined benefit pension plan as follows:

Formula for employees who elect the enhanced 401(k) Plan:

1.5% X high 5 average base salaries while a participant in noncontributory plan X years in noncontributory plan on or prior to 12/31/02, at which time the employee shall no longer be eligible to participate in the noncontributory plan.

Formula for employees who do not elect the enhanced 401(k) Plan:

1.5% X high 5 average base salaries while a participant in noncontributory plan X years in noncontributory plan

One year service eligibility requirement

Five year vesting requirement

Unreduced benefit at age 55 with at least 10 years of plan service credits.

Employees who are eligible, and elect prior to December 31, 2002, to participate in the enhanced 401(k) plan, shall not be eligible to participate in the noncontributory retirement plan, and shall have their accrual of defined benefit pension benefit frozen as of December 31, 2002.

Employees accepting employment on or after March 18, 2002, shall not be eligible for the noncontributory retirement plan.

PENSION SERVICE CREDITS FOR EMPLOYEES WHO TRANSFER OUT OF THE BARGAINING UNIT

Subject to compliance with applicable laws, regulations and negotiation with the Metal Trades Council (MTC), the Company is willing to offer, as part of its contract settlement package, to amend its noncontributory retirement plans (defined benefit plans) to provide service credit to any employee with ten (10) years 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.

This service credit does not apply if the reason for transfer is due to permanent **Human Reliability program (HRP)** disqualification 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.

401(k) PLAN

Employer Contribution:

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 will be automatically enrolled.

Participation

It is the employee's option as to any further participation in the 401(k) plan.

Employee Contribution:

Minimum of 1% to a maximum of 50% of gross earnings, subject to the IRS annual limit.

Company Matching Formula for employees who have accepted employment prior to March 18, 2002, and who do not elect to participate in the enhanced 401(k) plan:

50% of the first 8% of employee's contributions to a maximum Company match of 4%

Effective 1/1/03, the Company Matching Formula (Enhanced 401[k] Plan) for all employees who have accepted employment on or after March 18, 2002, and for employees who have accepted employment prior to March 18, 2002, and who elect to participate in the enhanced 401(k) plan instead of the retirement plan and basic 401(k) plan shall be:

100% of the first 10% of employee's contributions

New hires accepting employment on or after March 18, 2002, shall be eligible for the basic 401(k) plan through 12/31/02, and shall be moved to the enhanced 401(k) plan on 1/1/03.

Vesting Schedule for Company Contributions:

| <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% |

Eligibility: First payroll of month following date of hire

DISABILITY MANAGEMENT PLAN

(See Article XVI)

LONG TERM DISABILITY PLAN

Employee is provided long-term disability insurance for qualifying disabilities.

Noncontributory
Payments begin after 26 weeks of disability

Formula: 65% of the employee's base hourly day rate or salary based on the employee's standard scheduled hours of work.

Maximum Monthly Benefit: \$6,000 per month

Eligibility: First of month following 30 days of Company service

**APPENDIX C
NOTIFICATION**

When the Company receives requirements and directives prescribed by a 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. Furthermore, the Union shall be allowed to bargain the impact of any such DOE directive affecting the working conditions and the terms and conditions of employment.

APPENDIX D
SPECIAL CHECK PROCEDURES

A Special Check can be prepared upon written request of the employee, when the shortage is:

- A. Eight (8) or more hours of pay for the pay period.
- B. Less than eight (8) hours of pay if:
 - (1) The employee's normal base rate hours for the pay period are short.
 - (2) The request is emergency in nature, as approved by the employee's Division Manager with concurrence by the Finance Department and the Business Agent.

Written requests for Special Checks must be authorized by the employee's Division Manager or designee, and faxed to the Payroll Section no later than the second workday following the end of the pay period in which the shortage occurred. The individual responsible for sending the fax must ensure that the Payroll Section received the message.

If an employee needs a check promptly, the current applicable tax rate shall be applied for the tax deduction and a Special Check shall be prepared by Payroll within one (1) workday after Payroll has received a copy of the request.

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.

An employee could elect to include the uncompensated hours in the next pay period.

Payroll shall notify the Division Secretary when the Special Check is ready.

Special Checks shall not be prepared whenever shortages are caused by the failure of an employee to submit required paperwork by established deadlines.

APPENDIX E
BUSINESS AGENT

In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor/Management working relationship and to enable the Union increased proactive involvement in Safety and Health, the Business Agent shall be released from regularly assigned Security Force job duties.

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 and other appropriate liaison activities.

The Business Agent shall be placed on the Day Shift and the normally scheduled work hours shall be from 7:00 a.m. to 5:00 p.m. 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 Chief of the Protective Force. The Company reserves the right to assign the Business Agent to Security Force job duties, if operational circumstances warrant.

Overtime may continue to be offered on days off and the Business Agent shall continue to accrue service credits and Bargaining Unit seniority.

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.

The Company is confident that this arrangement shall provide the catalyst for a significantly increased level of Labor/Management cooperation, resulting in: improved safety performance, increased employee and Union involvement in proactive problem dispute

avoidance and improved employee, Union and Company communication; however, either the Company or the Union may cancel this assignment at their sole discretion.

APPENDIX F
PGU SAFETY OFFICER

In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor/Management working relationship and to enable the Union increased proactive involvement in Safety and Health, the PGU Safety Officer shall be released from regularly assigned Security Force job duties.

The safety Officer shall be placed on the Day Shift and normally scheduled work hours shall be from 7 a.m. to 5 p.m., 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. They shall also receive assignments from the Industrial Safety Dept. Manager in ES&H/HS through the Chief of the Protective Force. They will also work with the Union Business Agent involving Protective Force Safety issues.

The normal promotions and job bid procedure shall be modified for the purpose of filling the Safety Officer position. 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. Final selection shall include concurrence from Safeguards and Security Senior Management.

Employee(s) shall maintain, at a minimum, SPO I level when accepting a Safety Officer position. Wage increases shall be paid pursuant to the provisions of the current Articles of Agreement.

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 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 Company shall not withhold such release unreasonably.

Before an employee is released from the Safety Officer position, Senior Union Leadership shall be consulted. A released employee shall, unless denied for reasonable cause, be offered the opportunity to return

to their prior job classification/title and shall retain all rights/benefits pursuant to the provisions of the current Articles of Agreement.

If an employee is released from the Safety Officer position, their vacancy shall be filled by selection, as made by the Union Executive Board, with concurrence from Senior Security Management.

The Safety Officer's wage classification/title shall remain unchanged from their current classification/title, unless they choose not to maintain their current classification; title; however, they shall, at a minimum, maintain a SPO I level.

Overtime may continue to be offered on days off and the Safety Officer shall continue to accrue service credits and Bargaining Unit seniority.

The Company and Union are confident that this arrangement shall provide the catalyst for a significantly increased level of Labor/Management cooperation, resulting in improved safety performance, increased employee and Union involvement in proactive safety/health problem solving and improve employee, Union and Company communication.

APPENDIX G
PHYSICAL TRAINING RELIEF GUIDELINES

Section 1. General Guidelines

- A.** Based upon filling Rotating Group staffing levels for each shift, the Company shall provide sufficient PT relief to complete the three (3) session PT requirement, in a four (4) day period for rotating groups and cadre SPO's, unless it is mutually agreed upon otherwise by the Company and the Union.
- 1.** PT relief may be used to backup stations. In the event PT relief needs to be reassigned to fill vacancies, they shall be drawn from their respective areas (i.e. PA relief shall fill PA vacancies, etc.).
 - 2.** After relief (R) patrols have completed their initial assignments (i.e. station backup; physicals; mask fits; HRA; etc.) they shall assist in PT relief.
 - 3.** After CAS PT relief has finished relief in CAS, they shall assist SPO I or SPO II PT relief.
 - 4.** PT relief shall have their initial relief assigned by the desk lieutenant at the beginning of each shift.
 - 5.** After their initial relief assignment, PT relief may PT at the time of their choosing during the shift, as long as they are not ahead of the rest of the shift on the number of PT opportunities they have been offered. [Second Shift: Cannot go for second PT opportunity until everyone has had at least one (1) PT opportunity. Third Shift: Cannot go for third PT opportunity until everyone has at least two (2) PT opportunities.]

Section 2. Daily Guidelines

A. Day One

- 1. Z12S-MAA/ ZONE 4-MAA/ RESPONSE TEAM**

PT relief shall start at the top of the PX-3031 (Group Rotation Sheet) and work down the list getting those who have been identified by the desk lieutenant. This lets employees know when they shall be up for PT, so they can plan meals and breaks accordingly.

2. LA. Z12S-PA. Z4

PT relief maximizes time and requirements in these areas based upon those who need to go according to the PX-3031 (Group Rotation Sheet), which have been identified by the desk lieutenant. The premise behind this program is to assign PT relief to a particular area, not a particular station or patrol.

B. Day Two

Employees who did not get to PT on Day One shall be first up on Day Two; this includes those off on vacation, sick leave, personal business, etc. PT relief shall work their way down, or through, the PX-3031 (Group Rotation Sheet), who have been identified by the desk lieutenant. When all employees have been offered at least one (1) PT opportunity, the PT relief shall begin subsequent opportunities.

C. Following Days

This process shall repeat itself the next two (2) days or until all employees have been offered at least three (3) PT opportunities.

D. Time

All employees going to PT shall clock in and out at the appropriate area. Rotating Group time limits shall be strictly enforced. Rotating Group shall have 75 minutes from the time they clock into the system to; change clothes, exercise, shower, return fit for duty, retrieve their firearm and clock out of the system. Rotating Group, located in the 12-1 Change House, shall have 90 minutes from the time they clock into the system to; change clothes, exercise, shower, return fit for duty, retrieve their firearm and clock out of the system.

1. Once you have clocked in:

Rotating Group time limits shall be monitored and exceeding the time limit may subject employees to the current disciplinary system based upon individual circumstances.

2. Rotating Group is not required to use the full 75 minutes, or 90 minutes, from clock in to clock out. They are only required to complete 40 minutes of exercise in the PT program. This is not 40 minutes from clock in to clock out but actual exercise time.

3. Employees are on the honor system. Employees' actions and whereabouts shall not be monitored but if caught in a compromising situation, an employee may be subject to the current disciplinary system based upon individual circumstances.

4. Employees cannot skip or refuse a PT opportunity, unless approved by the shift commander. Except for extraordinary cases this shall only apply to illnesses.

5. Physical Fitness Assessments (PFAs) shall not count as PT opportunities, unless an employee chooses to have the PFA count as a PT opportunity.

6. 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 security management. PT relief is coordinated between the group desk lieutenant and the construction desk lieutenant.

7. Employees on a supervised PT program shall not necessarily have preference in PT relief but coordination between the fitness staff and the desk lieutenant shall make sure they don't get "lost" in the system.

8. An employee on an overtime day may PT if all on duty employees have had a PT opportunity and the desk lieutenant approves.
9. Rotating Group may PT before or after shift, on a strictly voluntary basis.
10. Employees may come out and PT on their days off, on a strictly voluntary basis.
11. Special Shift SPO's shall PT before or after their regular shift.
12. Under "normal" circumstances, PT shall be completed utilizing the designated PT Relief; however, Group training and PT shall be conducted simultaneously. PT Relief will not be used for Group training until all PT is complete.

**APPENDIX H
VARIANCE**

FRI/13/APR/2007 01:00 PM SHARP ARM450

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); Riekenberg, Darrel (DRiekenb@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)
571-241-6997 (Cell)
1-888-241-5120 (Pager)
tyler.przybylek@nnsa.doe.gov

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 PANTEX 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.

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