**ARTICLES OF AGREEMENT**

**(THE AGREEMENT)**

**Between**

**CONSOLIDATED NUCLEAR SECURITY, LLC**

**(THE COMPANY)**

**and**

**PANTEX GUARDS UNION**

**(THE UNION)**

**2017-2022**



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**PREAMBLE**

1. These Articles of Agreement (hereafter referred to as “the Agreement”) have been made between Consolidated Nuclear Security, LLC, (hereafter referred to as “the Company”), and the Pantex Guards Union (hereafter referred to as “the Union”), both the Company and the Union collectively shall hereafter be referred to as “the Parties”.

B. The Agreement, including all provisions, terms, and obligations set forth herein, shall be binding upon the Parties hereto, their successors, and assignees, and no wages, benefits, or working conditions shall be affected, modified, altered, or changed in any way by the consolidation, merger, sale, transfer, succession, assignment, or change in legal status, ownership, or management of either Party.

C. The Parties have a common interest and obligation in the progress and protection of the Pantex Plant, including all associated facilities and assets owned, controlled, or leased by or on behalf of the Department of Energy (DOE) / National Nuclear Security Administration (NNSA) and the Company. 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:

1. When Pantex Plant is referenced in the body of the Agreement, it applies as defined in C above.

**ARTICLE 1**

**RECOGNITION: APPLICATION AND SCOPE OF AGREEMENT**

Section 1. Recognition

The Company recognizes the Union as the exclusive Collective Bargaining Agent with respect to rates of pay, hours of work, and conditions of employment for all Safeguards & Security Division Protective Force personnel, below the rank of Lieutenant, employed at the Pantex Plant, Amarillo, Texas.

Section 2. Application and Scope

The 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. The Agreement shall be binding upon the Company.

**ARTICLE 2**

**ABROGATION OF AGREEMENT**

A. The 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 Parties.

B. Should any part or any provision of the Agreement be rendered or declared invalid due to any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

C. Notwithstanding any provisions of the Agreement, the rights of, and obligations to, Draftees of the Selective Service Act of 1948 are governed by provisions of applicable laws and regulations issued thereunder.

D. It is understood any provisions of the Agreement, which in itself or in its operation is subject to the approval of any Government Agency, shall not take effect until such approval is granted by the appropriate Government Agency, and then only on the date authorized in the approval. In the event the appropriate Government Agency refuses approval for a provision of the Agreement, either in itself or in its operation, then that provision shall immediately become null and void during the period such approval is required, or denied. If, at some later date, approval is no longer required or is granted by the appropriate Government Agency, then the provision in itself and in its operation, shall be effective immediately.

E. Notification

When the Company receives requirements and directives prescribed by any Government Agency which conflict with the terms of the Agreement, the Company shall provide written notification to the Union and the Department of Energy or any Government Agency. The Union shall be allowed to bargain the impact of any such directive affecting the working conditions and the terms and conditions of employment.

**ARTICLE 3**

**SUPERVISORS WORKING**

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

**ARTICLE 4**

**MANAGEMENT OF THE BUSINESS**

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 5**

**DUES DEDUCTION AND INDEMNIFICATION**

Section 1. Dues Deduction

A. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from employee's wages, dues payable by him to the 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. Dues deducted from wages 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 seven (7) business days after the dues are deducted.

D. The Company shall forward an electronic summary sheet showing the name of each employee from whom dues were deducted and the amount deducted, and the name of each employee from whom dues were not deducted and the reason for non-deduction, to the email address furnished the Company by the Union no later than the 20th day of the month in which the dues are deducted.

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Badge # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby authorize Consolidated Nuclear Security, LLC, to deduct each month from my wages the sum of $ for membership dues in the Pantex Guards Union, and transmit the amount deducted to the Treasurer of the Union.

I submit this authorization with the understanding that it shall become effective with the first payroll period after receipt of the authorization by the Company, and shall continue in effect for following monthly periods until revoked by me in writing. It is my understanding that this authorization shall be automatically revoked if I am transferred to a job outside the jurisdiction of the Union, and that I may revoke the authorization at any time upon furnishing the Company notice in writing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Date

Section 2. Indemnification

The Union agrees to indemnify the Company and hold it harmless from any and all claims which may be made against it by an employee for amounts deducted from wages as herein provided.

**ARTICLE 6**

**HEALTH AND RETIREMENT PLANS**

Section 1. General

1. This Article contains a limited description, or summary, of certain pension, welfare, and other benefits offered to employees of the Company, who are members of the Protective Force. This Article governs the rights and benefits to which employees and their dependents may be entitled. The actual Plan documents provide a comprehensive description of benefits. A copy of each Plan document shall be provided by the Company to the Union before October 1, 2017, and each October thereafter. In the event of any conflict, misconception, or inconsistency between the provisions of this Article and the Plan documents, the provisions of this Article shall prevail. The Parties stipulate that the Plan documents shall be modified to incorporate the benefits stated in this Article.
2. Any changes to the above Plans shall be discussed with the Union prior to implementation. The Union does not waive its right to bargain the level of benefits and associated costs.
3. The Company maintains the right to modify supplemental benefits not specified in this Article.
4. The Company shall notify the Union of any potential change to Health Care Insurance carriers. It is the intent of the Parties to ensure quality Health Care to employees.
5. The Company agrees to provide a quarterly report detailing Plan experience. The Parties also agree to meet at least annually to evaluate Plan experience for the Health Care Plans offered.

Section 2. Retirement Plans

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

1. Non-Contributory Retirement Plan (Defined Benefit Plan)
2. Employees who accepted employment prior to March 18, 2002 are provided, at no cost, a Defined Benefit Pension Plan calculated as follows:
3. 1.5% multiplied by the highest five (5) average base annual salaries while a participant in the Non-Contributory Plan multiplied by the number of years in the Non-Contributory Plan.
4. Employees base annual salary is determined by the classifications/standards they have worked.
5. Participants in this Plan are eligible for unreduced benefits at age fifty-five (55) with at least ten (10) years of Plan Service Credits.
6. Employees who elected to participate in the Enhanced 401(k) Plan were removed from the Non-Contributory Plan and their benefits in this Plan were frozen as of December 31, 2002 with the 1.5% multiplier.
7. Employees accepting employment on or after March 18, 2002 are not eligible for the Non-Contributory Retirement Plan.
8. Pension Service Credits for Employees Who Transfer Out of the Bargaining Unit

a. Subject to compliance with applicable laws and regulations, the Company has amended its Non-Contributory Retirement Plans (Defined Benefit Plans) to provide Service Credit to any employee with ten (10) years of service within the Pantex Guards Union, who transfers to another unit at the Pantex Plant due to CFR medical disqualification or with the Medical Department's recommendation. Such Service Credit shall be given for all purposes under the Defined Benefit Plans, except for accrual of benefits.

1. For example, an eligible employee shall be given Service Credit for the purpose~~s~~ of determining eligibility for participation, vesting, and eligibility for early retirement, but not for determining the amount of benefit payable under the Plan.
2. Final average earnings under the Protective 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 Protective Force Defined Benefit Plan final average earnings.
3. The respective formulas shall apply to the portions of service in the respective Plans.
4. This Service Credit does not apply if the reason for transfer is due to Human Reliability Program (HRP) revocation or loss of the appropriate level of DOE security clearance.
5. 401(k) Plan (Defined Contribution Plan)
6. The Company shall contribute five hundred dollars ($500) to each employee’s account on the first pay period of each calendar year. Employees not currently enrolled shall be automatically enrolled.
7. Employees are eligible to enroll in a 401(k) Plan subject to all applicable IRS regulations as soon as administratively possible following date of hire.
8. Employees may contribute between 1% and 50% of their gross earnings, subject to IRS limits.
9. Employees participating in the Non-Contributory Retirement Plan stipulated above shall receive a Company contribution equal to 50% of the first 8% of the employee’s contribution, to a maximum Company match of 4% of the employee’s gross earnings.
10. Employees not participating in the Non-Contributory Retirement Plan stipulated above shall receive a Company contribution equal to 100% of the first 10% of the employee’s contribution.
11. The vesting schedule for Company contributions shall be:

Years of Service % Vested

Less than 2 years 0%

2 years 20%

3 years 40%

4 years 60%

5 years 80%

6 years or more 100%

Section 3. Group Health, Dental, Vision and Life

1. The Company shall continue in effect the Group Health, Dental, Vision and Life Insurance Plans as stipulated in the Agreement. Details of the Plans are available in the Summary Plan Descriptions.
2. Employees may elect to enroll eligible dependents in any applicable benefit plan up to age 26.
3. 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.
4. Grandchildren are eligible for benefits when the employee is the legal guardian for the grandchild.
5. A copy of the legal guardian ruling must be provided by the employee.
6. Eligibility may be recertified annually.
7. An unmarried child of any age is eligible for coverage if medically certified as disabled and dependent upon the employee for support and maintenance. Evidence of eligibility may be required by the insurance carrier.
8. The Plan shall include maternity coverage and shall provide automatic coverage for any newborn child for the first thirty-one (31) calendar days, if the mother is currently covered under the Plan at the time of the child’s birth.
   1. Employees must notify the Benefits Department if they wish to continue coverage for the child beyond the first thirty-one (31) calendar days.
9. Group Health Insurance
10. Employees are eligible to enroll in one (1) of three (3) Medical Plans, effective the first day of employment.
11. For determination of the employee share for years effective January 1, 2018 through January 1, 2022, the total monthly rate shall be capped each year to a maximum 6% increase over the prior year’s total monthly rate. This cap shall not include the percentage increase associated with the employee cost share negotiated in the Agreement.
12. Contributory PPO Core Plan
13. The employee cost share of the total monthly rate, including Prescription Drug Plan, shall be as follows:
    * 1. Effective January 1, 2018, the employee cost share shall be 14% of the total monthly rate.
      2. Effective January 1, 2019, the employee cost share shall be 14.5% of the total monthly rate.
      3. Effective January 1, 2020, the employee cost share shall be 15% of the total monthly rate.
      4. Effective January 1, 2021, the employee cost share shall be 15.5% of the total monthly rate.
      5. Effective January 1, 2022, the employee cost share shall be 16% of the total monthly rate.
    1. The employee cost share is adjusted and fixed each calendar year.
    2. Office Visit Co-Pay: $20 Physician / $30 Specialist
    3. Annual Deductible: $250 / individual - $500 / family (in-network)

$800 / individual - $1600 / family (out-of-network)

1. Contributory PPO Select Plan
   1. The employee cost share of the total monthly rate, including Prescription Drug Plan, shall be as follows:
      1. Effective January 1, 2018, the employee cost share shall be 14.5% of the total monthly rate.
      2. Effective January 1, 2019, the employee cost share shall be 15% of the total monthly rate.
      3. Effective January 1, 2020, the employee cost share shall be 15.5% of the total monthly rate.
      4. Effective January 1, 2021, the employee cost share shall be 16% of the total monthly rate.
      5. Effective January 1, 2022, the employee cost share shall be 16.5% of the total monthly rate.
   2. The employee cost share is adjusted and fixed each calendar year.
   3. Office Visit Co-Pay: $20 Physician / $25 Specialist
   4. Annual Deductible: $0 / individual - $0 / family (in-network)

$500 / individual - $1000 / family (out-of-network)

1. Health Savings Account (HSA) Plan
   * + - 1. Open Access Plus Medical Benefits: See Summary Plan for Details
2. Prescription Drug Plan (effective January 1, 2018)
   1. Medical Plan participants shall have access to a retail and mail-order Prescription Drug Plan, effective the first of day of employment.
   2. PPO Core Plan

Co-Pays for Retail: $5 Generic

$25 Preferred Brand

$50 Non-Preferred Brand

Co-Pays for Mail-Order: $10 Generic

$40 Preferred Brand

$70 Non-Preferred Brand

* 1. PPO Select Plan

Co-Pays for Retail: $5 Generic

$15 Preferred Brand

$30 Non-Preferred Brand

Co-Pays for Mail-Order: $10 Generic

$30 Preferred Brand

$60 Non-Preferred Brand

D. Group Dental Insurance

1. Employees are eligible to enroll in one (1) of two (2) Dental Plans, effective the first day of employment.
2. The employee cost share of the total monthly rate shall be 20%, effective January 1, 2018, for both plans and shall increase 1% each year of the Agreement to cap at 24%.
3. The employee cost share is adjusted and fixed each calendar year.
4. Basic Plan

Deductibles and Maximums:

Annual Deductible: $50 per person

Annual Maximum: $1,500

Lifetime Maximum : None

Orthodontic Deductible: Not Covered

Lifetime Ortho Maximum: Not Covered

Co-Pays: Employee Co-Pay Plan Co-Pay

Preventive Services: 0% 100%

Basic Services: 20% 80%

Major Services: 50% 50%

Orthodontics Services: N/A N/A

Dental Implants: 50% 50%

1. Buy-Up Plan

Deductibles and Maximums:

Annual Deductible : $50 per person

Annual Maximum: $2000

Lifetime Maximum: None

Orthodontic Deductible: $50

Lifetime Ortho Maximum: $1,500

Co-Pays: Employee Co-Pay Plan Co-Pay

Preventive Services: 0% 100%

Basic Services: 20% 80%

Major Services: 50% 50%

Orthodontics Services: 50% 50% (for Children to age 21)

Dental Implants: 50% 50%

E. Group Vision Plan

1. Employees are eligible to enroll in one (1) of two (2) Vision Plans, effective the first day of employment.
2. The employee cost share of the total monthly rate for both Plans shall be 25%.
3. The employee cost share is adjusted and fixed each calendar year.
4. Basic Vision Plan
5. Examinations: One per year.
6. Frames: Up to $150 and 20% discount for anything above.

(Once every other year.)

1. Lenses: Single, Bifocal, and Trifocal covered at 100%.
2. Contacts: Up to $130 allowance for contacts and contact lens exam.
3. Alternative Vision Plan
4. Examinations: One per year.
5. Frames: Up to $150 and 20% discount for anything above.

(Once every other year.)

1. Lenses: Single, Bifocal, Trifocal, and Lenticular covered as stipulated in the Plan.
2. Contacts: Up to $175 allowance for contacts and contact lens exam.
3. Group Life Insurance
   * + 1. Group Life Insurance, in the amount of $50,000, is provided at no cost to employees effective the first day of employment.
       2. Employees may purchase additional Life Insurance at a per-unit cost based on age.

Section 4. Retiree Health Insurance

1. Eligible retirees and dependents have the option to remain on the same Health Insurance Plans as active employees.
2. Eligible retirees are employees who have reached age 55 while employed, and have at least ten (10) years of service with the Company.
3. The retirees cost share of the total monthly rate shall be 18% for PPO Core and 18.5% for PPO Select, and shall increase .5% each year of the Agreement. The total monthly rate shall not exceed 7.5% over the total monthly rate of active employees. This applies to Prescription Drug and Health Care coverage.
4. Retiree coverage ceases at the end of the month prior to becoming age 65 or Medicare eligible, whichever occurs first.
5. Dependent spouse coverage ceases at the end of the month prior to becoming age 65 or Medicare eligible, or upon 10 years of coverage, whichever occurs first.
   1. The ten (10) year period begins on the first of the month following the date of the employee’s retirement.
6. Dependent child or grandchild coverage ceases when the child or grandchild no longer qualifies as a dependent, when both retiree and spouse are no longer covered, or upon 10 years of coverage, whichever occurs first.
   1. The ten (10) year period begins on the first of the month following the date of the employee’s retirement.

Section 5. Long-Term Disability (LTD) Insurance

1. Employees are provided Long-Term Disability (LTD) Insurance for qualifying disabilities at no cost, effective the first day of employment.
2. Employees who are disqualified for failure to meet the required medical standards imposed by Department of Energy regulations shall be approved for twenty-four (24) months of LTD. After application, payments shall begin as soon as administratively possible.
3. LTD payments shall begin after employees:
   1. waive the provisions of Article 24, or
   2. waive the greater of 26 weeks of Sick Leave Supplement and/or Sick Leave Accrual, or
   3. choose the greater of 26 weeks of Sick Leave Supplement and/or Sick Leave Accrual, all of which satisfy the Disability Plan’s Elimination Period.
4. Employees applying for LTD and choosing not to terminate shall remain on the Payroll in a Leave of Absence status for twenty-four (24) months.
5. Employees shall maintain active benefits, e.g. Health, Dental, Vision and Life at active employee rates.
6. Employees shall continue to accrue Service Credits for all applicable benefits, such as Termination Pay, etc.
7. Employee’s requests for Educational Assistance approval shall be considered on an exception basis by the Chief Human Resources Officer (CHRO).
8. Employees, when unable to return to work after twenty-four (24) months of payments, are terminated and shall receive Termination Pay per Article 21 Section 2.
9. Employees applying for LTD and choosing to terminate after the greater of 26 weeks of Sick Leave Supplement and/or Sick Leave Accrual is exhausted shall receive Termination Pay per Article 21 Section 2.
10. Employees not applying for LTD and choosing to terminate after the greater of 26 weeks of Sick Leave Supplement and/or Sick Leave Accrual is exhausted, or waiving Sick Leave Supplement, shall receive Termination Pay per Article 21 Section 2.
11. Benefit: 65% of employee’s base hourly day rate or salary based on employee’s standard scheduled hours of work, to a maximum monthly benefit of $6,000.

Section 6. Flexible Spending Account

Employees are eligible to enroll in a Flexible Spending Account (Health Care and Dependent Care) subject to all applicable IRS regulations, effective the first day employment. The plan pays 100% of the service charge.

**ARTICLE 7**

**BULLETIN BOARDS**

The Company shall provide Bulletin Boards in all Protective Force shift briefing and change house buildings for the use of the Union. The Bulletin Boards shall be covered with glass and under lock, the key of which shall remain in the possession of a Union representative. The Bulletin Boards shall be used only for the display of notices pertaining to functions of the Union.

**ARTICLE 8**

**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 the Agreement. The Parties desire that operations shall continue without interruptions. The Parties further agree that good employer-employee relations cannot exist unless there is a serious effort on the part of both Parties to settle all disputes in a peaceable manner. Therefore, as a means of promoting continued operations, employment and improved employer-employee relationships, the Parties agree the Grievance and Arbitration Procedure, as stipulated in Article 9, shall be used to peaceably settle, without strike, disputes that are covered by the Grievance and Arbitration Procedure.

B. It is agreed there shall be no lockout by the Company, or strike or work stoppage by the Union, for the Duration of the Agreement.

C. In the event of an unauthorized strike or work stoppage, there shall be no liability on the part of the Union, its officers or agents, if such strike or work stoppage was not authorized, encouraged or condoned by the Union. The Union agrees that, in the event of such unauthorized strike or work stoppage, the Company may take any disciplinary action it wishes against the employee or employees engaging in such a strike or work stoppage, and the Union waives any and all grievance rights, except if the participation of any employee in such a strike or work stoppage is a question of fact, the question of facts shall be subject to the Grievance and Arbitration Procedure.

D. The Union agrees to cooperate with the Company and use means at its disposal to settle such unauthorized strike or work stoppage and request such employees to return to work.

E. In case of a strike by any other Union at Pantex Plant, the Company shall not require Protective Force employees to perform duties that are exclusively assigned to, and performed by, members of the striking Union. Also, in the event of such a strike, the Company shall not require Protective Force employees to perform duties outside the Pantex Plant except in case of emergencies or in the performance of their regular duties.

**ARTICLE 9**

**GRIEVANCE PROCEDURES**

Section 1. Definition and Intent

A. For the purpose of the 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 the Agreement recognize and agree that grievances should be settled promptly and as close to their source as possible. Further, both Parties shall endeavor to present all the facts relating to the grievance at the Preliminary Step of the Grievance Procedure in order that an equitable solution may be achieved.

Section 2. Stewards and Grievance Committee

A. The Company agrees to recognize for the purpose of representing employees in this Grievance Procedure:

1. Two (2) Stewards and one (1) Alternate Steward per Rotating Group.
2. One (1) Steward and one (1) Alternate Steward for each Special Shift Group, including but not limited to: Cadre, Day Construction, and Special Days.
3. One (1) Steward and one (1) Alternate Steward for each Special Shift Group working evening or night shift, including but not limited to Evening Construction.
4. It is recognized that Alternate Stewards function only in the absence of regular Stewards.

B. The Parties 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 their supervisor any matter which they feel 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 Shutdowns. 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 Parties 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 One | 10 days to discuss after filing |
| Step Two | Next scheduled meeting following completion of Step One |
| Step Three | 15 days for written appeal after Step Two meeting |
| Arbitration Panel | 15 days in accordance with Section 9.A. & B. |
| Arbitrator Selection | In accordance with Section 9.C. |
| Mediation | By mutual agreement after proper Step Three appeal |
|  | (Days exclude: Saturdays, Sundays, Holidays, and Plant Shutdowns)  (Extensions: by mutual consent of both the Company and the Union) |

Section 6. Preliminary Step

A. Both Parties strongly urge any employee having any matter relating to the provisions of the Agreement, or the performance by the Company of any obligation hereunder which they feel requires adjustment, to first discuss the matter with their immediate supervisor, as soon as possible, in order to give their supervisor a reasonable opportunity to resolve the problem.

* + - 1. The employee may have their Shift Steward present at this discussion if they so desire, or if the supervisor deems it advisable that a Steward be present.
      2. It is in the interests of both Parties to have prompt and equitable settlement to all disputes. If an extension of the Preliminary Step can bring about this result, both Parties should agree to an extension, per Section 5 of this Article.

B. If the matter cannot be resolved by good faith effort of both Parties during the Preliminary Step, the employee may reduce the Grievance to writing using the "Report of Grievance Form" supplied by the Union.

1. The signature of the Aggrieved must appear on the Grievance.
2. The comments of the Union Steward may be entered on the Form together with their signature.
3. The Grievance Form shall be filed by the Union Steward with the appropriate Shift Commander not later than fifteen (15) workdays after the end of the Workday in which the incident occurs, unless an extension of time has been mutually agreed upon per Section 5 of this Article.

## The Grievance Form shall be forwarded by the Shift Commander to the Protective Force Department Manager, or the Chief of the Protective Force in his absence.

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 13 of this Article, the Aggrieved and the Steward. Either Party may call additional witnesses or other interested individuals, in an effort to reach a settlement.

C. If the Grievance is resolved in Step One, the Shift Commander, or designee, shall send the original Grievance Form, signed off by both Parties, and the written decision to the Protective Force Department Manager for processing.

D. If the Grievance is not resolved in Step One, the Shift Commander, or designee, shall send the original Grievance Form, signed off by both Parties, to the Protective Force Department Manager for processing.

* + 1. The Union Business Agent, or President in his absence, shall then coordinate scheduling the Step Two meeting with the Protective Force Department Manager, or the Chief of the Protective Force in his absence, and Labor Relations Department.

E. When scheduling the Step Two meeting, 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 Parties.

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 is filed protesting the discharge of an employee, then this Paragraph E does not apply.

Section 8. Step Two

A. The Parties in this Step shall be the Company representatives designated in Section 13 of this Article, the Business Agent, and President of the Union, the Grievant, and others as mutually agreed upon.

B. The Grievance shall be discussed during the next scheduled Step Two meeting following receipt of the Grievance by the Company, unless an extension of time has been mutually agreed upon per Section 5 of this Article.

C. A decision may be made at the Step Two meeting or the Protective Force Department Manager may have five (5) Workdays following the meeting to render his decision to the Business Agent, or the President in his absence, in writing.

D. When there is no satisfactory solution, the Grievance shall become a matter for Arbitration.

Section 9. Step Three

A. Any controversy resulting from a difference of opinion between the Parties, or between the Company and an Aggrieved employee, which has been processed through the Grievance Procedure and not satisfactorily adjusted in Step Two of this Article, 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.

1. If no written appeal to Arbitration has been forwarded by either Party to the other within this fifteen (15) Workday period, further processing of the Grievance shall be barred.

B. Written appeal to Arbitration shall be hand delivered by either Party to the other in duplicate. The two (2) copies of the written appeal shall be date stamped and the Parties shall each retain a copy.

1. This date stamp shall govern with respect to compliance with the maximum period of fifteen (15) Workdays for forwarding written appeal to Arbitration.
2. 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 Grievances in rotation. Should the Arbitrator whose name comes up in order of rotation be unable to hear the Grievance within sixty (60) calendar 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:
3. the Parties agree to shorten an Arbitrator’s tenure; or
4. an Arbitrator removes himself from the panel or is unable to serve on the panel.
   1. After this minimum twelve (12) month 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, the Parties shall agree upon a new Arbitrator.
   3. Should the Parties not agree to a replacement within thirty (30) Workdays 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).
   4. Within five (5) Workdays from the date the panel is received, the Parties shall meet to select the replacement. Should that Arbitrator be unwilling to serve, the selection process shall be repeated until a replacement is found.
5. The Arbitrator shall not be empowered to add to, subtract from, or modify the Agreement. However, the Arbitrator’s decision on matters properly within his jurisdiction shall be final and binding on both Parties. In regard to Grievances involving lost time or money, the Parties may agree to, or the Arbitrator may order, reinstatement and/or Back Pay. Back Pay shall not be awarded for any period of time prior to the date the Grievance occurred.
6. Fees and necessary expense of travel, food and lodging incurred by the Arbitrator shall be paid jointly and equally by the Parties. 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.
7. Compensation of a witness, or witnesses, called by either Party in an Arbitration hearing shall be the responsibility of the Party calling the witness, or witnesses.
8. The Parties agree to the following notification procedure:
   1. The Arbitrator shall submit a decision in writing within sixty (60) calendar days from the date of the hearing. The Parties 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 hearing, the Arbitrator shall be requested to reconfirm his ability to meet the sixty (60) calendar day requirement.

1. The Parties may agree to employ the services of a qualified court reporter to record the proceedings of the hearing. If such is a mutual agreement, attorneys, if retained, shall concur in the selection of the reporter, and the fees and necessary expense of travel, food and lodging shall be paid jointly and equally by the Parties. If only one (1) of the Parties desires the services of a reporter, this shall be permitted; however, in such event, the fees and other expenses identified above shall be the sole responsibility of the Party engaging the reporter. Further, in such instance, all recorded data produced by the reporter shall become the sole property of the Party bearing the cost of the service. An Arbitrator may not order the services of a reporter unless such is mutually agreed between the Parties.
2. Hearings shall not exceed two (2) Workdays. Each Party shall be limited to eight (8) hours for presentation of evidence.

Section 10. Mediation

Once a Grievance has been properly appealed to Arbitration, it may be subjected to Mediation,

provided the Parties mutually agree.

Section 11. Grievance Investigation

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

Section 12. Grievance Presentation

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

Section 13. Company Representatives

The Company representatives for each of the first two Steps in the Grievance Procedure shall normally be as follows:

Step One - The appropriate Shift Supervisors and the Shift Commander, or his designee.

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

Section 14. Union Initiated Grievance

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

**ARTICLE 10**

**CONDUCTING UNION BUSINESS ON COMPANY TIME**

Section 1. Union Activities

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

Section 2. Union Business

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

A. Investigation of Grievances, serving as a witness to Disciplinary Action, if requested byemployees involved, and investigation of accidents involving Bargaining Unit members.

B. Conferring with Company representatives, to include Collective Bargaining. For contract negotiations, whereby the complete Agreement is opened for negotiation, the Union negotiating committee members may be transferred to the day shift (Monday thru Friday) for a continuous period of time from the commencement of negotiations and continuing until expiration of the Agreement, or conclusion of negotiations, whichever occurs first.

C. For contract negotiations, whereby only a portion of the Agreement is open for negotiation, the Negotiating Committee members as defined in Section 3, at their request, may be transferred to the day shift for a continuous period of time commencing not later than the first session of such negotiations and continuing until five (5) days of negotiations have been held, or an Agreement has been reached, whichever occurs first.

D. Posting Union notices on Union Bulletin Boards.

E. The President and Business Agent shall be allowed up to two (2) hours to address each new hire class.

F. The Union may address Bargaining Unit employees during Muster without Management present:

1. For non-emergent issues and upon concurrence of the Protective Force Department Manager, in coordination with the Business Agent.
2. For emergent issues and upon concurrence of the Shift Commander, in coordination with the Steward.
3. With concurrence from the Protective Force Department Manager, the Union may use the Muster Room for non-paid pre or post-shift meetings with Bargaining Unit employees.

Section 3. Union Negotiating Committee

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

Section 4. Time Away From Work

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

Section 5. Pay For Time Lost

1. Stewards, the Business Agent and President shall be paid their regular rate of pay for scheduled hours of work when representing employees, investigating grievances or conferring with Management.
2. Employee Negotiating Committee members, including the Business Agent shall be paid to prepare for negotiations for up to three (3) months prior to expiration of the Agreement, and while meeting in joint session with the Company when the complete Agreement is open for negotiations.
3. Employee Negotiating Committee members, including the Business Agent, shall be paid their regular rate of pay for ten (10) scheduled hours of work when preparing for or conducting negotiations with the Company.
4. Employee Negotiating Committee members, including the Business Agent, shall be paid a cumulative total of three hundred (300) hours when only a portion of the Agreement is open for negotiations.

Section 6. Stewards Training

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

Section 7. Notification of Officers

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

**ARTICLE 11**

**SENIORITY**

Section 1. Seniority Ranking

A. The Seniority of each employee is their relative position with respect to other employees based on the length of their 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. Human Resources shall conduct a drawing to determine which employee shall be first on the Seniority List, based on the ranked order of the below list:
  1. An employee who has accrued Bargaining Unit Seniority within the Protective Force Department during a previous employment, and is Recalled under Section 5, shall be listed ahead of new employees on the Seniority List based on their previously accrued Seniority.
  2. A previous employee in the Bargaining Unit within the Protective Force Department who is reemployed on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.
  3. These previous employees shall also receive net service from last date of hire in the Bargaining Unit to date of termination to determine Vacation eligibility and Hours of Accrual, and entitlement to Group Insurance coverage effective immediately on the date they are reemployed and placed on the Payroll.
  4. A Plant employee transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.
  5. A Plant Contractor employee with a Q clearance transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.

e. A Protective Force employee from another DOE site transferring to the Bargaining Unit on the same date a new employee is hired into the Bargaining Unit shall be listed ahead of the new employee on the Seniority List.

f. All other employees hired into the Bargaining Unit.

Section 2. Probationary Period

Newly hired Security Police Officers (SPOs) shall be required to complete the Initial Training Course.

1. New employees shall have the title of SPO Trainee until they complete the Initial Training Course.
2. The Chief of Protective Force and the President shall agree to any changes to the current Post Initial Training Program which is designed to better prepare new SPOs for assignment.
3. New employees shall be on Probation from their initial date of hire through the first twenty-eight (28) calendar weeks.
4. After their Probationary Period, new employees’ Seniority shall be retroactive to the date of their employment in the Bargaining Unit.
5. Probationary employees shall be represented by the Union with respect to rates of pay, hours of work, and conditions of employment.
6. The Company may terminate an employee at any time during their 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 shall not be subject to the Grievance Procedure.

Section 3. Furlough or Shutdown (Furlough)

This Section applies to Government–initiated Furloughs or Shutdowns caused by a lack of Congressional funding.

1. The Company shall notify the Union as soon as the Company receives notice of an impending Furlough. The Company and the Union shall meet to discuss staffing for the Furlough.
2. In the event of a Furlough, Probationary employees shall be furloughed first, according to their Class Ranking as determined in Section 1 above. Should additional employees be furloughed, these employees shall be selected according to the Bargaining Unit’s current Seniority Ranking.
3. Senior employees may elect to be furloughed in lieu of Junior employees furloughed by these Seniority provisions.
4. Special Shift employees impacted five (5) Workdays or more by the Furlough may then exercise Seniority for return to work, as generally outlined in Section 6 below.
5. Whenever it is necessary to furlough employees for more than five (5) Workdays, they shall be given five (5) Workdays notice, or five (5) Workdays pay in lieu of notice.
6. Furloughed employees shall maintain all benefits and accrue all Service Credits while on Furlough, including but not limited to; Seniority, Retirement, all insurance coverages, Vacation, Sick Leave, and Termination Pay.
7. Employees furloughed longer than thirty (30) Workdays shall be eligible, at the option of each furloughed employee, to terminate under Article 21.
8. For purpose of Termination Pay, the date of entitlement shall be to the date of termination.
9. Employees who elect to terminate and receive Termination Pay shall have no right to reinstatement when the Furlough ends.

Section 4. Reduction in Force (RIF)

In the event of a Reduction in Force (RIF), Probationary employees shall be terminated first, according to their Seniority Ranking as determined by Section 1 above. Should further terminations be necessary, they shall be made in accordance with the Bargaining Unit’s current Seniority.

Section 5. Recall

A. For a period of thirty-six (36) months after an employee is terminated due to a Reduction in Force, the employee with the greatest amount of Seniority at the time of termination shall be entitled to preference in a Recall for Bargaining Unit jobs in the Protective Force Department provided they have the necessary qualifications and meet the required physical standards. An employee terminated from the Payroll as a result of Reduction in Force shall be carried on a Recall List in order of Seniority for a period of thirty-six (36) months from date of termination. Employees eligible for Recall under this Article shall be notified by certified letter sent to the last address on record in the Company's files. It is the responsibility of the employee to notify the Company in writing of any change of address. A copy of each notice of Recall shall be sent to the Business Agent.

1. Each notification sent shall request an answer by mail or fax within three (3) Workdays from the date of delivery of the certified letter stating, the employee shall return to work within ten (10) Workdays from the date of acceptance by the Company. If the employee cannot be located in this manner, fails to reply, or refuses the offer, the next Senior qualified former employee shall be notified in the same manner.
2. Former employees replying to the Company's notification within three (3) Workdays of their acceptance and requesting return to work, may, in special cases, be given an extension of time by the Company beyond the ten (10) Workday limit specified above.
3. The Company may temporarily fill any vacancy without waiting for any time to expire, until such vacancies can be filled according to this Article.

B. Former employees Recalled as outlined in this Section 5 shall receive the following Service Credits effective the date of Recall:

1. Seniority in this Bargaining Unit accrued to date of termination;
2. All unused Sick Leave credits accrued to date of termination;
3. Net service from last date of hire in the Bargaining Unit to date of termination to determine Vacation eligibility and hours of accrual;
4. Entitlement to Group Insurance coverage effective immediately on the date they are Recalled and placed on the Payroll;
5. Recalled employees shall be considered New Hires with respect to the accumulation of Termination Pay credit stipulated in Article 21.

Section 6. Job Bid Procedures

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

1. Qualifications
2. Qualifications shall include current security clearance, HRP certification and other certifications as required. Employees whose clearance or HRP is suspended shall not be qualified for assignments, except for employees whose suspension was due to administrative reasons or return from Long-Term Military Leave. In the event there are an insufficient number of interested employees, the assignments shall be filled by the Junior qualified and eligible employees from the Seniority List. In all cases, the employees must possess the proper clearance, including HRP certification.
3. It is recognized by both Parties that circumstances may require drafting a Senior qualified employee over a Junior non-qualified employee to fill an assignment. Under these circumstances, a Junior employee that later becomes qualified shall be drafted to that assignment. The Senior employee shall then be returned to the Rotating Group from which they came, or if the assignment is cancelled.
4. Bid Procedures
5. 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.
6. 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.
7. The Master Bid Sign-Up Sheet shall be maintained by the Shift Commander, or designee, for the three (3) week Annual Bid period.
8. Vacancies and new assignments during the year shall be posted for a two (2) week period.
9. Filling of Assignments
10. All interested employees shall complete the Master Bid Sign-Up Sheet prioritizing their preferences.
11. Employees must be qualified, as outlined in this Section 6, for any assignments for which they bid.
12. Employees may alter their bid preferences prior to the bids closing.
13. The bids shall then be entered into a computer program which shall award assignments according to Seniority.
14. Once the job bid closes, employees awarded a preference are locked into the assignment until open, or new, assignments are bid during the year.
15. Employees complete the applicable Bid Sheet for open, or new, assignments during the year.
16. It is recognized that the Company may, if circumstances warrant, temporarily transfer Special Shift employees back to a Rotating Group when such utilization is deemed necessary. If it becomes evident the transfer may exceed thirty (30) calendar days, the Special Shift assignment shall be canceled subject to refilling, if necessary. Temporary transfers shall be accomplished by transferring Junior employees when there are an insufficient number of Senior volunteers.
17. When Special Shift assignments are terminated, or reduced in number, affected employees shall be returned to vacant Rotating Group positions in order of Seniority. When two (2) or more employees choose the same Rotating Group, the Senior employee shall be given preference. This procedure may be deviated from when so requested by affected employees.
    1. Employees returning to Rotating Groups may elect to update their job preferences and be eligible for any vacancy that subsequently occurs in the Special Shift assignment areas.
18. Employees shall not have bump rights, with the following exceptions:
19. Furloughs as stated in Section 3 above;
20. FPRS as stated in Section 8 below.
21. Temporary Assignments
22. When temporary assignments are expected to last less than ninety (90) days, they shall be filled on a volunteer basis from the affected group.
    1. Should insufficient volunteers exist, Junior employees from the affected group shall be assigned the work.
    2. If the need for these assignments results in additional staffing requirements, they shall be filled in accordance with this Section 6.
       1. If new assignments still exist, they shall be filled on an Overtime basis.
23. Upon completion of the temporary assignment, the employee shall be returned to their last position.
24. Employees on temporary assignment during the Annual Bid period shall be allowed to bid.
25. When assignments are projected to last more than ninety (90) days, they shall be filled in accordance with this Section 6.

Section 7. Promotions

When a Promotion vacancy occurs, the vacancy shall be filled from employees within the Bargaining Unit based upon Seniority and all applicable qualifications to perform the job. Vacancies shall be posted for a two (2) week period and shall be filled as stipulated in Section 6 above.

* + - 1. Qualifications

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

1. SPO ARS - Advanced Readiness Standard
   * + 1. Employees interested in a SPO ARS position shall denote their interest on the Bid Sheet.
       2. Bids are awarded based on the criteria listed under this Section 7.
       3. Employees awarded a bid or drafted into a SPO ARS vacancy shall be assigned, based on Seniority, to the Group and Team, or Special Shift assignment, where the vacancy exists.
2. SPO III ARS - Advanced Readiness Standard
   1. Employees interested in a SPO III ARS position shall denote their interest to attend the SRT Basic Qualification Course on the Bid Sheet.
   2. Bids are awarded based on the criteria listed under this Section 7.
   3. Upon successful completion of the SRT Basic Qualification Course, employees awarded a bid or drafted into a SPO III ARS vacancy shall be assigned, based on Seniority, to the Group and Team, or Special Shift assignment, where the vacancy exists.
   4. Employees who voluntarily seek and are awarded a bid for a SPO III ARS position and successfully complete the SRT Basic Qualification 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 ARS position shall be allowed to bid to other assignments at the time of the Annual Bid if they have sufficient Seniority.
   5. Employees in SPO III ARS positions must maintain all job requirements, including maintenance of physical abilities. If a SPO III ARS incumbent does not maintain such requirements, as judged by the Company, they may be immediately returned to other duties, at the appropriate Pay Rate, for which qualified.
3. SRT - Special Response Team
   1. SPO III employees interested in an SRT position shall denote their interest on the Bid Sheet.
   2. Bids are awarded based on the criteria listed under this Section 7.
   3. SPO III employees awarded a bid or drafted into an SRT vacancy shall be assigned, based on Seniority, to the Group and Team, or Special Shift assignment, where the vacancy exists.
   4. SPO III employees who voluntarily seek and are awarded a bid for an SRT position shall remain so classified for a period of two (2) years, inclusive of their SPO III ARS time, from the previous Annual Bid date, except for reasons acceptable to the Company. However, employees drafted into an SRT position shall be allowed to bid to other assignments at the time of the Annual Bid if they have sufficient Seniority.
   5. SRT employees must maintain all job requirements, including maintenance of physical abilities. If an SRT incumbent does not maintain such requirements, as judged by the Company, they may be immediately returned to other duties, at the appropriate Pay Rate, for which qualified.
4. CAS - Central Alarm Station Operators and Alternate CAS Operators

Employees interested in a CAS Operator or Alternate CAS Operator position shall denote their interest on the Bid Sheet. Employees are awarded these positions based on the following criteria:

1. An unqualified employee shall be temporarily transferred to the position and given a trial period of thirty (30) consecutive Workdays on the job to fully establish skill and ability to perform the job to the satisfaction of the Company.
2. During the thirty (30) consecutive Workday trial period, the employee shall receive the CAS Pay Rate stipulated in Article 20.
3. The thirty (30) consecutive Workday trial period may be extended by mutual agreement between the Company and the Union.
   1. If the employee awarded the bid does not meet the requirements of the position as judged by the Company during the thirty (30) consecutive Workday trial period, or extension period, the employee shall be returned to their previous job at their previous Pay Rate and another employee may be awarded the bid.
   2. The Company, at its discretion, may elect to reduce or waive any portion of the thirty (30) consecutive Workday trial period, or extension period, if in the judgment of the Company, the employee has demonstrated the skill and ability to proficiently perform the job. If the Company elects, to reduce or waive the thirty (30) consecutive Workday trial period, or extension period, the employee shall be transferred to the position and shall receive:
      1. CAS Pay Rate stipulated in Article 20; or
      2. Alternate CAS Pay Rate stipulated in Article 20, regardless of job assignment.
4. A qualified employee shall be transferred to the position and shall not be subject to the thirty (30) consecutive Workday trial period. The employee shall receive the CAS Pay Rate stipulated in Article 20.
5. Employees who voluntarily seek and are awarded a bid for a CAS or Alternate CAS position and successfully complete the thirty (30) consecutive Workday trial period, or extension period, shall remain so classified for a period of two (2) years from the previous Annual Bid date, except for reasons acceptable to the Company. However, employees drafted into a CAS or Alternate CAS position shall be allowed to bid to other assignments at the time of the Annual Bid if they have sufficient Seniority.
6. CROWS - Common Remotely Operated Weapons Station Operator
7. Employees interested in a CROWS position shall denote their interest to attend the CROWS Training Course on the Bid Sheet.
8. Bids are awarded based upon the criteria listed under this Section 7.
9. Upon successful completion of the CROWS Training Course, employees awarded a bid or drafted into a CROWS vacancy shall be assigned, based on Seniority, to the Group and Team, or Special Shift assignment, where the vacancy exists.
   1. Employees who fail their initial CROWS Training Course twice must wait until the following bid year for another opportunity for CROWS training. These employees shall be returned to their previous job at their previous Pay Rate and another employee may be selected.
      1. Employees who fail their initial CROWS Training Course twice shall have only one attempt each year in the following bid years.
      2. Personal emergencies that prevent successful completion of the employee’s CROWS training shall be evaluated on an individual basis by the Company.
10. Employees who voluntarily seek and are awarded a bid for a CROWS position and successfully complete the CROWS Training Course, shall remain so classified for a period of two (2) years from the Annual Bid date, except for reasons acceptable to the Company. However, employees drafted into a CROWS position shall be allowed to bid to other assignments at the time of the Annual Bid if they have sufficient Seniority.
    1. Employees in CROWS positions must maintain all job requirements. If a CROWS incumbent does not maintain such requirements, as judged by the Company, they may be immediately returned to other duties, at the appropriate Pay Rate, for which qualified.

Section 8. SPO FPRS - Fixed Post Readiness Standard

* + - 1. Employees shall be permitted to fill FPRS positions once they have attained a recommendation from their personal physician with concurrence from the Physical Protection Medical Director (PPMD). This concurrence shall be sent to the Protective Force Department Manager for process compliance.

Special Shifts – All positions, excluding Cadre, are available to be filled with FPRS but shall not be required to be filled exclusively with FPRS.

Rotating Groups – up to 6 per Group, including Alternate CAS

CAS Operators – up to 3 per Group

* + - 1. Employees shall be permitted to move from SPO FPRS to a higher available SPO Standard once they have attained a recommendation from their personal physician with concurrence from the PPMD. This concurrence shall be sent to the Protective Force Department Manager for process compliance.
      2. FPRS positions are voluntary and there shall be no drafting to meet this Standard, or fill these positions.
      3. There shall be a ten (10) year maximum cumulative total accrued time in the FPRS.
      4. After these ten (10) years, employees shall qualify at a higher Standard, or go into Limited Duty status.

1. FPRS positions shall be filled according to this Article.
   * + 1. In the event there are more employees meeting the FPRS than FPRS positions available, then Seniority shall prevail.

Section 9. Classification/Standard Table

|  |  |
| --- | --- |
| **Classification/Standard** | **Primary Responsibilities** |
| **SO**  **Security Officer** | * Unarmed * No Arrest or Detention Authority * Supports Security Operations as Assigned |
| **SPO FPRS**  **Fixed Post Readiness Standard** | * Armed * Arrest and Detention Authority * Intermediate Force Weapons * Self-Defense Techniques |
| **SPO BRS**  **Basic Readiness Standard** | * Armed * Arrest and Detention Authority * Intermediate Force Weapons * Self-Defense Techniques * Run (1/2 mile in 4:40) * 40-Yard Dash (8.5 sec) * Mobile Defense * Specialized Weapons (e.g., MK-19, CROWS) |
| **SPO ARS**  **Advanced Readiness Standard** | * Armed * Arrest and Detention Authority * Intermediate Force Weapons * Self-Defense Techniques * Run (1 mile in 8.5 min) * 40-Yard Dash (8 sec) * Tactical Movement on Foot * Mobile Defense * Specialized Weapons (e.g., MK-19, CROWS, DM) |
| **SPO III ARS and SRT**  **Special Response Team** | * Armed * Arrest and Detention Authority * Intermediate Force Weapons * Self-Defense Techniques * Run (1 mile in 8.5 min) * 40-Yard Dash (8 sec) * Tactical Movement on Foot * Mobile Defense * Advanced Schooling and Training   + - Recapture and Recovery     - Tactical Entry     - Breaching     - Active Shooter * Specialized Weapons   (e.g., DM, Advanced Capabilities) |
| **CAS Operator and Alternate**  **Central Alarm Station** | * On the Job Training and Evaluation * FPRS, BRS, ARS |
| **CROWS Operator**  **Common Remotely Operated Weapons Station** | * CROWS Operator Training * BRS, ARS |

Section 10. Retention and Loss of Seniority

A. Retention of Seniority

1. The Union retains the right to reinstate Seniority for employees who remained on the active Payroll and are transferring back to the Bargaining Unit, within 24 months, after transferring out of the Bargaining Unit due to on-the-job related injuries.
2. An individual Recalled under Section 5 above, shall be credited with Seniority earned and previously accrued to the date of last termination by Reduction in Force and shall not be required to serve another Probationary Period.

B. Loss of Seniority

An employee shall lose their Seniority in the Bargaining Unit for any one of the following reasons:

a. If they voluntarily terminate employment.

b. If they transfer to another position in the Plant outside the jurisdiction of the Bargaining Unit.

* + - 1. They shall carry Plant Seniority and Service Credits earned for applicable employee benefits.

c. If they are Discharged for Cause.

d. If they Retire/terminate and enter Long~~-~~Term Disability.

e. If they Retire.

f. If they are laid off and fail to return to work after notification by certified letter on the date specified by the Company.

g. If they promote to Security Supervision.

Section 11. Seniority Lists

A. The Company shall provide the Union a Seniority List electronically every six (6) months, or when the List is updated. A printed copy of the List shall be posted in Guard Headquarters by the Union.

B. The Company shall provide a separate Class Ranking List, as stated above, for Probationary employees.

**ARTICLE 12**

**HOURS OF WORK AND WORKING SCHEDULES**

Section 1. Payroll Day

A. The Payroll Day for Special Shift employees shall consist of a twenty-four (24) hour period extending from midnight to midnight the following day.

B. The Payroll Day for Rotating Group employees shall consist of a twenty-four (24) hour period extending from 0600 to 0600 the following day.

Section 2. Payroll Week

A. The Payroll Week for Special Shift employees shall consist of a seven (7) day period extending from midnight Sunday to midnight the following Sunday.

B. The Payroll Week for Rotating Group employees shall consist of a seven (7) day period extending from 0600 Monday to 0600 the following Monday.

Section 3. Workday

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; or

Twelve (12) consecutive hours of work

Section 4. Workweek

A. Depending upon assignment, the standard Workweek shall consist of:

Five (5) standard Workdays totaling forty (40) hours of work;

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

B. The scheduled Workdays for an employee shall be consecutive within a period of seven (7) calendar days, but not necessarily consecutive within the Payroll Week.

Section 5. Working Schedules

* + - * 1. The standard scheduled hours of work for Rotating Group employees shall be as follows:

Day Shift 0600 – 1800

Night Shift 1800 – 0600

1. Swapping
2. Rotating Group employees shall be allowed to swap scheduled shifts with like qualified employees on opposing shifts for periods of up to six months. Swaps shall normally be allowed unless work requirements would be negatively impacted. Interested employees shall contact their Union Steward for initiating the process.
   * + - 1. Special Shift core hours of work shall be established by the Company during the Annual Job Bid process.
         2. Limited Duty work schedules shall be a minimum of nine (9) hours per day, to include Physical Training during these hours of work.

Section 6. Rotating Group Change and Posting Time

A. Employees, reporting to work late or leaving work early and using a benefit such as Vacation or Sick Leave, shall only be charged between the hours of 0600-1800 Day Shift or 1800-0600 Night Shift.

1. Seventy-five hundredths (.75) Change and Posting time shall be paid at the employee's base hourly day rate.

C. The Parties agree that time spent donning and doffing uniforms and protective vests, drawing firearms, attending Shift Briefing, and during shift rotation shall be separate from standard scheduled hours of work and shall be paid by the Company.

1. Employees shall not draw firearms before 0515 (Days) and 1715 (Nights).

2. Shift Briefing shall start at 0530 (Days) and 1730 (Nights).

1. Employees turning in their firearms less than seven (7) minutes before the end of their shift, 1753 (Days) and 0553 (Nights), shall be paid at the appropriate rate for that portion of the seven (7) minutes doffing time that is past the end of their shift.

All time worked past 1800 (Days) and 0600 (Nights) shall be paid at the appropriate rate.

Section 7. Special Shifts Change Time

A. Fifteen (15) minutes Change Time shall be paid at the appropriate rate for Special Shift employees.

1. Eight (8) minutes Change Time for donning their uniforms and protective vests.

2. Seven (7) minutes Change Time added to the end of their shift for doffing their uniforms and protective vests.

B. Employees turning in their firearms less than seven (7) minutes before the end of their shift shall be paid at the appropriate rate for that portion of the seven (7) minutes doffing time that is past the end of their shift.

Section 8. Breath Alcohol Tests

Time spent performing Breath Alcohol Tests (BATs), as stipulated in Article 13 Section 5.H, shall be paid at the employee’s appropriate rate.

Section 9. Changes in Working Schedule

1. Where conditions require, the Company may schedule a Workweek over forty-eight (48) hours per week and a Workday over twelve (12) hours per day.

B. At least forty-eight (48) hours written notice shall be given to an employee of any change to their regularly assigned shift. In the absence of such forty-eight (48) hours written notice, the employee shall be paid time and one-half (1.5) for all hours worked on the first day of the changed shift.

1. This forty-eight (48) hours written notice is not applicable in a case where the shift change is made at the employee’s request.
2. Overtime before or after a regular shift is not a shift change.

C. Holdovers for Rotating Group shall be assigned as stipulated in Article 13 Section 8, if there are insufficient volunteers.

D. Generally, employees shall not work over sixteen (16) consecutive hours or receive under eight (8) hours off-duty before reporting for their next scheduled shift.

* 1. Employees shall be paid double time (2X) for all hours worked over sixteen (16) consecutive hours, until they receive off-duty time away from the Pantex Plant.

a. Employees, receiving less than eight (8) hours off-duty away from the Pantex Plant, shall be paid time and one-half (1.5) for all hours worked until they have had eight (8) hours off-duty away from the Plant.

E. A four (4) week Master Rotation shall be generated between the Company and the Steward for each Rotating Group and Special Shift. The Master Rotation shall show normal hours and days of work for all employees. Each new schedule shall be posted at least one (1) calendar week in advance of its effective date. The Master Rotation shall be generated on paper for the employees and electronically for the Company.

F. The Protective Force Training Department shall publish an accurate training schedule and post such schedule at least thirty (30) calendar days in advance of all Protective Force training.

G. The Parties agree:

1. Security requirements may warrant changes to posted schedules.
2. Schedules may be modified based on operational requirements, such as; SAQ, Audits, Special Training, etc.

Section 10. Working Schedules - Special Shift Assignments

A. Employees assigned to Special Shifts shall not normally work during Holidays and operational shutdown periods except as noted below, unless the activity that is causing the Special Shifts' existence is functioning. In these cases, only as many employees as needed shall be worked. Should the operational shutdown period last five (5) calendar days, or more, the affected employees may then exercise Seniority for return to work, as generally outlined in Article 11 Section 6.

1. Selection of Special Shift employees to perform their duties on Holidays and operational shutdown periods shall be on a volunteer basis by Seniority. When an insufficient number of Special Shift employees volunteer, the Junior Special Shift employees on the affected Special Shift shall be required to work.
2. Before employees assigned to Special Shifts are required to work to cover their Special Shift function, eligible employees may volunteer to fill any vacancies.
3. Employees assigned to Special Shifts shall not be charged with Overtime for time worked on Holidays and operational shutdown periods when this work is for their Special Shift function. Overtime for Holidays and operational shutdown periods shall be offered to the Senior qualified available Special Shift employee as stipulated in this Section.

C. Employees assigned to a Special Shift shall work hours as assigned by the Company and shall be utilized for any Overtime work pertaining to their Special Shift before or after their assigned core hours.

D. Employees assigned to Special Shifts may sign up and volunteer to work during Holidays and operational shutdown periods as stipulated in Article 13, except for requiring Special Shift employees to work. Work performed on a Holiday as designated in Article 14 Section 2. A & B shall be paid as stipulated in Article 14 Section 11.B. Work performed during the operational shutdown periods shall be paid as stipulated in Article 13.

**ARTICLE 13**

**OVERTIME AND OTHER PAYMENTS**

Section 1. Premium Pay

Premium Pay shall be paid as follows:

* + 1. The base hourly day rate of employees, including applicable Night Shift Differential, shall be paid at time and one-half (1.5) for all hours worked over eight (8) hours in any Workday.
       1. Seventy-five hundredths (.75) Change and Posting time shall be paid at the employee’s base hourly day rate for Rotating Group personnel.
    2. Time spent performing a Breath Alcohol Test (BAT), as stipulated in Section 5.H below, shall be paid at the employee’s appropriate rate.
    3. The base hourly day rate of employees, including applicable Night Shift Differential, shall be paid at time and one-half (1.5) for all hours worked on their first, third and fourth scheduled day of rest.

1. The base hourly day rate of employees, including applicable Night Shift Differential, shall be paid at two times (2X) for all hours worked on their second scheduled day of rest.
2. Hours for which Overtime is paid shall not be used again in computing the number of hours necessary to be worked before Overtime is paid under any other provisions of the Agreement.

Section 2. Guarantee Of Pay On Call-In

1. Pay for employees who have left the Pantex Plant and are called in to work outside their regularly scheduled hours of work shall be paid a minimum of four (4) hours at the appropriate rate.

B. The four (4) hour Overtime Pay Guarantee shall not apply to employees who report to work impaired by drugs or alcohol.

* + 1. Employees who report to work with a BAT result at or above the Pantex Plant’s acceptable limit, or impaired by drugs, shall be paid at their base hourly day rate for actual time spent at the Plant.

1. Employees notified of their job cancellation less than twelve (12) hours prior to the scheduled report time may choose one of the following:

1. receive time and one-half (1.5) for their next regularly scheduled day worked; or

2. report to work at the scheduled time and work no less than four (4) hours at the appropriate rate.

Section 3. Night Shift Differential

1. Night Shift Differential shall be paid for all hours worked on Night Shift, excluding the seventy-five hundredths (.75) Change and Posting Time for Rotating Group employees.
2. Night Shift Differential shall be one dollar and fifty cents ($1.50) per hour.

Section 4. Overtime Scheduling

A. It is recognized by the Parties that the needs of the business may require Overtime. The jobs involved must be manned by qualified employees working on an Overtime basis.

B. The Company shall distribute Overtime in an equitable manner based on offering opportunities to work Overtime to the eligible, qualified employees with the least amount of Overtime charged, who are on their days off. If eligible employees are even in hours, Overtime shall be offered in order of Seniority.

1. It is recognized inadvertent Overtime scheduling errors may occur in the administration of this Section, and such errors shall be subject to the provisions of Article 9. When the Company has not offered Overtime as stipulated in these provisions, the Company agrees:
2. If the error is discovered before the calling of Overtime is completed for that shift, the employee may choose one of the following:
3. any available job; or
4. receive time and one-half (1.5) for their next regularly scheduled day worked.
5. If the error is discovered after the calling of Overtime is completed for that shift, the employee may choose one of the following:
   * + - 1. work above and beyond the jobs that are available for a shift of the same Overtime rate that is agreed upon between the employee and the SAC. This shall normally be scheduled within thirty (30) Workdays of the occurrence. Employees shall not be charged for these hours worked; or
   1. receive time and one-half (1.5) for their next regularly scheduled day worked.
6. Newly hired or Rehired employees shall be given the average of Overtime hours of the rest of the Protective Force upon completion of their Probationary Period.
   * 1. They shall not be assigned Overtime during their Probationary Period.

E. The Union shall have the right to examine the Overtime record of employees at any time. The Security Administrative Coordinator (SAC) shall post an updated Overtime record each Monday by 0800 on the 12-75 and 12-143 hallway Bulletin Boards. The Overtime record shall be kept on a calendar year basis.

1. Employee Overtime hours shall revert to zero (0) at 0001 hours on January 1st of each calendar year.
   1. The SAC shall zero (0) the Overtime hours on December 31st of each calendar year for all employees on the Overtime Sign-Up List available for Day Shift on January 1st.

Section 5. Overtime Eligibility

1. Employees must possess proper access authorization and qualifications for the available positions to be eligible for Overtime.
2. Employees who are eligible for, and interested in, voluntary Overtime must sign the Overtime Sign-Up List for their scheduled days of rest.
3. Employees must personally sign the Overtime Sign-Up List, unless they are on Vacation on their last scheduled Workday. Employees may then request the SAC to place their name on the List.
4. Employees may remove their name from the List or may request a SAC to remove their name from the List.
5. Employees shall designate, on the List, the shifts they are volunteering to work.
6. Employees shall not alter the List by adding, removing, or changing another employee’s information.
7. Employees on Unpaid Suspension are authorized to work Overtime on their days off after the Suspension, but cannot work Overtime on their days off during the Suspension.
8. Suspensions shall be carried out on consecutive Workdays.
9. Employees shall be authorized to process through Access Control, as instructed by the on-duty Shift Commander, on the first available day following a Suspension.
10. Time spent in-processing following a Suspension shall be paid at the appropriate rate for actual hours worked.
11. Special Shift employees are eligible for Rotating Group Overtime on Saturdays, Sundays, Holidays, and operational shutdown periods, provided they are not already scheduled to work. They shall be paid as stipulated in the Agreement.
12. Employees on Vacation their last scheduled Workday shall not be eligible to work Overtime until their first scheduled regular day off.
13. Employees on Sick Leave their last scheduled Workday shall not be eligible to work Overtime until they have returned to their regular scheduled shift. If called, these employees shall notify the SAC they are not eligible to work Overtime.
14. Employees who leave work early for a scheduled doctor’s appointment on their last scheduled Workday are eligible to work Overtime.
15. Employees who are required to process through the Occupational Medicine Department (OMD) before returning to work are not eligible for Overtime until they have been cleared for return to duty by OMD and authorized to work by the on-duty Shift Commander.
16. Due to Safety considerations, employees shall not normally work Overtime unless there are at least eight (8) hours between the time they get off work and the time they return to work.
17. Fit for Duty

1. Employees contacted off-site to fill Overtime must comply with the eight (8) hour abstinence rule to be eligible for Overtime.

2. When there are less than eight (8) hours between contacting the employee and their report time, the SAC shall ask if they are in compliance with the eight (8) hour abstinence rule.

3. When an 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 they request to be removed from the List.

4. Employees without eight (8) hours’ notice before their report time shall be administered a BAT before being allowed to work.

* 1. Report time for a BAT shall be at 0500 for Day Shift and 1700 for Night Shift.
  2. Time spent performing a BAT shall be paid at the employee’s appropriate rate.

Section 6. Calling Overtime

1. SACs shall not:
   1. Call Day Shift jobs before 0900.
   2. Call Night Shift jobs before 1930.
   3. Call between 2300 – 0300.
2. SACs shall use the Phone Log to record the process used to contact employees for Overtime.
3. Employees shall provide the SAC with one contact number.
4. Available Overtime during the employee’s days of rest shall be offered by the categories listed on the Master Bid Sign-Up Sheet.
5. Employees who have signed the Overtime Sign-Up List and will be away from their contact number, or on-site in training status, and wish to work Overtime on the following day shall notify the SAC. When the SAC comes to their name on the Overtime Call List, they shall be assigned the first job available. They shall contact the SAC to verify job assignment.
6. When an answering machine, voice mail, or someone else answers, and the employee is not available, leave a message.
7. Relatives, spouses, or roommates of employees cannot accept or refuse Overtime. The SAC must speak directly to the employee.
8. When two employees 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.
9. When an eligible employee calls and requests their name be placed on the Overtime Sign-Up List, after the SAC begins calling Overtime, the SAC shall place the employee on the Overtime Call List according to their hours and seniority.

If the SAC has not reached the employee according to their hours, they shall be contacted when the SAC reaches their name.

If the SAC has passed the employee according to their hours, they shall be offered a job at that point, provided they are qualified for the job. They shall not bump already assigned jobs.

1. As stipulated in Section 8.C of this Article, employees shall not be drafted or expected to work Overtime, on their days off, if Vacation is scheduled for their first regularly scheduled day back.
2. Employees shall be contacted by the SAC only once to be offered Overtime. Employees shall only accept Overtime jobs they are willing and qualified to work.
3. After attempting to call all employees on the Overtime Sign-Up List, SACs shall call the “Unable to Contact” (UTC) employees when there are unfilled jobs. They shall be called beginning with the employee with the lowest number of hours.
4. UTC employees, who call the SAC after Overtime scheduling is completed, shall remain available to work any Overtime job that may come open during the shift, provided they are qualified for the job.
5. Employees notified of their job cancellation twelve (12) hours or more prior to the scheduled report time shall be first up on the Overtime Call List for other Overtime jobs that may become available.
6. Employees notified of their job cancellation less than twelve (12) hours prior to the scheduled report time may choose one of the following:

receive time and one-half (1.5) for their next regularly scheduled day worked; or

2. report to work at the scheduled time and work no less than four (4) hours at the appropriate rate.

Section 7. Overtime Callback

Employees accepting Overtime who are unable to fulfill their commitment shall call the job back at least one (1) hour before the scheduled shift starts.

A. Employees who Callback Overtime shall be charged the Overtime hours for each job they were scheduled to work. These hours shall be without pay.

Section 8. Drafting

A. When the Overtime Sign-Up List is exhausted and baseline jobs remain to be filled, on-duty eligible employees shall be Drafted to fill these remaining jobs.

1. Employees shall be Drafted beginning with the eligible, qualified on-duty employee with lowest Seniority, and continue Drafting, working up the Seniority List until all baseline jobs are filled.
2. On-duty employees who have Vacation scheduled their first regularly scheduled day back shall not be Drafted.

D. Employees cannot be Drafted to work more than one-half (1/2) of their scheduled days of rest.

1. Employees who are Drafted prior to leaving the Pantex Plant shall be considered scheduled to work Overtime.
2. UTC employees who call to request a job shall be given the job issued to the most senior Drafted employee, provided they are qualified for the job. The senior Drafted employee shall be advised they are no longer Drafted.
3. The Parties recognize there may be extenuating circumstances which would justify not Drafting the employee. These situations shall be reviewed on a case by case basis for approval by the on-duty Shift Commander.
4. An employee who has a previously scheduled doctor’s appointment for the next day shall not be Drafted unless the employee and the Shift Commander can come to a mutually agreeable resolution for the employee to work around the appointment. The Shift Commander may request confirmation of the doctor's appointment (i.e. office receipt or note from the doctor).
5. When an employee is drafted and calls the job back for one of the following reasons; illness, injury, or valid emergency, they shall call it back at least one (1) hour before the shift starts.
6. In cases of illness or injury, the employee shall provide valid documentation (i.e., office receipt or note from the doctor) to their Shift Commander for approval.
7. In cases of valid emergency, the employee shall provide acceptable information to the on-duty Shift Commander for approval.
8. If the Shift Commander is not provided with valid documentation or acceptable information, Progressive Discipline steps shall be enforced.
9. When employees working Special Shift Overtime jobs are needed to backfill baseline jobs, they shall not be required to work more than four (4) hours beyond their original start time, unless they volunteer to stay.

Section 9. Overtime Rates and Hours

Overtime hours are entered at the appropriate rate:

First day of rest: 1.5X

Second day of rest: 2X

Third day of rest: 1.5X

Fourth day of rest: 1.5X

Section 10. Overtime Meal Allowance

Employees, who work Overtime on a continuous basis with less than sixteen (16) hours’ notice, shall be paid an Overtime Meal Allowance as stipulated in the appropriate paragraphs below:

A. Employees, who work two (2) hours or more beyond the end of their regularly scheduled shift, shall be paid an Overtime Meal Allowance of four dollars ($4.00).

1. Employees shall be paid an Overtime Meal Allowance of four dollars ($4.00) for each successive four (4) hours of work.

B. Overtime Meal Allowances shall be added to the employee's pay.

Section 11. Continuous Overtime

Generally, employees shall not work over sixteen (16) consecutive hours or receive under eight (8) hours off-duty before reporting for their next scheduled shift.

A. Employees shall be paid double time (2X) for all hours worked over sixteen (16) consecutive hours until they receive off-duty time away from the Pantex Plant.

1. Employees, receiving less than eight (8) hours off-duty away from the Pantex Plant, shall be paid time and one-half (1.5) for all hours worked until they have had eight (8) hours off-duty away from the Plant.

Section 12. Changes in Scheduled Reporting Time

* + 1. Employees, notified before leaving the Pantex Plant that they are scheduled to report prior to their previously scheduled report time, shall be paid a minimum of one (1) hour pay at the appropriate rate. This is provided they report to work the adjusted shift as scheduled.

Early work for an entire shift shall be approved by the Protective Force Department Manager after notification to the Business Agent.

* + 1. Employees, notified after leaving the Pantex Plant that they are scheduled to report prior to their previously scheduled report time, shall be paid a minimum of two (2) hours pay at the appropriate rate. This is provided they report to work the adjusted shift as scheduled.

**ARTICLE 14**

**HOLIDAYS**

Employees shall be granted Holiday with Pay, subject to the following provisions:

Section 1. Holiday Pay

Holiday Pay is nine (9) hours pay at base hourly day rate and paid for the Designated Holidays below.

Section 2. Designated Holidays

A. The Designated Holidays for Rotating Group are:

New Year’s Day Veteran’s Day (3)

Super Bowl Sunday (1) Thanksgiving Day

Memorial Day (2) Friday after Thanksgiving

Independence Day Christmas Eve

Labor Day Christmas Day

(1) Shall be observed the day the NFL Super Bowl is played.

(2) Shall be observed the last Monday in May.

(3) Shall be observed the day the Holiday falls.

B. The Designated Holidays for Special Shifts shall be the same Designated Holidays the Metal Trades Council (MTC) observes.

1. For each contract year, each Special Shift employee shall designate a day of their choice as the tenth (10th), or Floating, Holiday.

C. Under no circumstance shall employees be allowed more than ten (10) Holidays in any one contract year.

Section 3. Special Shift Observance

1. For Special Shift employees working a Monday thru Friday schedule:
   1. Designated Holidays falling on Saturday shall be observed the preceding Friday and no Holiday Pay shall be paid for Saturday.
   2. Designated Holidays falling on Sunday shall be observed the following Monday and no Holiday Pay shall be paid for Sunday.
2. For Special Shift employees working other than a Monday thru Friday schedule:
   * + 1. Designated Holidays falling on the first or second day off shall be observed the preceding Workday and no Holiday Pay shall be paid for the first or second day off.
       2. Designated Holidays falling on the third or fourth day off shall be observed the following Workday and no Holiday Pay shall be paid for the third or fourth day off.

Section 4. Rotating Group Observance

For Rotating Group employees, the above Designated Holidays shall be observed on the day which they fall.

* + - * 1. When a Holiday falls on a scheduled day of rest, employees shall receive Holiday Pay as stipulated in Section 1 above.

Section 5. Holiday Pay Eligibility

A. To be eligible for Holiday Pay, employees must work four (4) hours, or more, on the last scheduled Workday preceding the Holiday and four (4) hours, or more, on the next scheduled Workday following the Holiday.

1. Payment shall be made if the employee worked during the Workweek but was absent on any of the above days, or the entire Workweek, due to emergency illness.

2. Payment shall be made if the employee was absent on any of the above days, or the entire Workweek, due to verified illness (i.e., office receipt or note from the doctor), 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. Sick Leave Accrual

1. Employees who are scheduled to work on a Designated Holiday and fail to report due to verified illness (i.e., office receipt or note from the doctor) may utilize available Sick Leave Accrual for the unpaid portion of the shift.
2. Sick Leave Supplement
3. Employees who are scheduled to work on a Designated Holiday and fail to report due to verified illness (i.e., office receipt or note from the doctor), and approved for Sick Leave Supplement, shall receive Holiday Pay in lieu of Sick Leave Supplement.

Section 6. Holiday Pay Forfeiture

Employees who are scheduled to work on a Designated Holiday and fail to report, except for; verified illness, Funeral Leave, Jury Duty, Military Leave, or an emergency approved by the Shift Commander, shall not receive Holiday Pay.

Section 7. Overtime Computation

Paid Holidays shall be considered time worked when computing Overtime over forty (40) hours, only if the paid Holidays fall on one of the employee's scheduled Workdays within the Payroll Week.

Section 8. Holiday Worked

1. Employees working a Designated Holiday shall be paid Holiday Pay as stipulated in Section 1 above, plus two times (2X) their base rate of pay for all hours worked.
2. Employees working Night Shift on a Designated Holiday shall have their base hourly day rate adjusted to include Night Shift Differential for calculating their Holiday Pay.

Section 9. Holiday During Vacation

1. The number of employees normally allowed Vacation from each Rotating Group on any Designated Holiday is stipulated in Article 15 Section 7.
2. When a Designated Holiday falls within an employee's Scheduled or Nonscheduled Vacation, they may elect to be paid only Holiday Pay, or be paid full Vacation in addition to Holiday Pay, as stipulated in this Article.

**ARTICLE 15**

**VACATIONS**

Employees shall be granted Vacation with Pay, subject to the following provisions:

Section 1. Eligibility and Accrual

* + - * 1. Total Service is all service at the Pantex Plant, and is charted below:

Total Service Hours of Vacation

(Accrual)

0 thru 4 years 80

5 thru 9 years 120

10 thru 19 years 160

20 years or more 200

* + - * 1. Accrual shall be:
    1. based on employees Total Service; and
    2. credited on the first day of each month.

1. Adequate Accrual, to cover Vacation, must be credited on the date Vacation begins.
2. Accrual over four hundred (400) hours shall be paid at the employee’s base hourly day rate, as soon as administratively possible after January 1st each year.

Section 2. Pay

* + - 1. Vacation Pay shall be paid at the employee’s base hourly day rate. Payment shall be for the number of hours in the employee’s regularly scheduled Workday, but shall not exceed twelve (12) hours per day.
      2. Vacation for all employees may be taken, as stipulated in this Article, in full Workday increments or in increments of one (1) full hour or more.

C. Special Shift employees shall have the option to take Vacation at their core hours, or at eight (8) hours, per day.

Section 3. General Guidelines

A. Vacations may be taken any time within the year after they are accrued, subject to scheduling limitations and requirements.

B. Employees shall be given the opportunity to designate their choice of days and shall be permitted to either begin or end their Vacation on a regularly scheduled day off.

1. Employees shall be allowed a first, second and third Vacation preference.
2. Senior employees shall not exercise a second preference until Junior employees have had an opportunity to exercise a first preference.
3. Senior employees shall not exercise a third preference until Junior employees have had an opportunity to exercise a second preference.

D. Vacations shall be scheduled to best fit the needs of the Pantex Plant operations. Individual employee’s preferences shall be given due consideration.

1. Vacations are not cumulative and must be started or taken during the year after they are accrued.
2. Employees, not at work due to Military Leave as stipulated in Article 17 Section 5 at the time their Vacation must be started or taken within the Vacation year, shall have their Vacation held in abeyance until they return to work as stipulated in Section 10 below, or terminate.
3. Employees, not at work because of Illness or Injury who are eligible for accrued Sick Leave as stipulated in Article 16 at the time their Vacation must be started or taken within the Vacation year, shall have their Vacation held in abeyance until they return to work as stipulated in Section 11 below, or terminate.
4. Employees returning to work shall have their accrued Vacation scheduled at the earliest practicable date, as determined by the Company.
5. There shall not be any standby or “just in case” lists. When the maximum number of employees are scheduled off, employees shall not be allowed to put their name on standby in the event another employee turns back a first, second or third Vacation preference.

Section 4. Scheduled Vacation

A. Employees shall be offered the opportunity on a Seniority basis to indicate a first, second and third Vacation preference each year during the scheduling months of January and February.

B. Vacations scheduled prior to March 1st may be canceled after March 1st, subject to loss of Seniority rights, and Vacations may be rescheduled for available days.

C. Employees, who have scheduled their Vacation and become ill or cancel their Vacation for any reason, may take any open date for rescheduling their Vacation. They shall not be entitled to bump another employee.

D. Employees who bid from one group to another shall be allowed to carry forward their Scheduled Vacation.

E. Employees who are transferred from one group to another, by the Company, shall be allowed to carry forward their Scheduled Vacation.

F. Employees who request and receive approval from the Company for a transfer, or Swap, from one group to another shall not be allowed to carry forward their Scheduled Vacation, unless there are corresponding openings in the new group schedule. When there are no corresponding openings, employees Scheduled Vacation shall be canceled and rescheduled, subject to existing vacancies within the new group schedule.

G. When employees turn back a first, second or third Vacation preference, the Shift Commander shall announce the Vacation during Shift Briefing as soon as it is known.

H. Shift Commanders shall make the announcement, when possible, for two (2) consecutive Shift Briefings.

I. After the second announcement, Shift Commanders shall award the Vacation to the Senior eligible employee making the request.

J. Shift Commanders shall give the employees at least three (3) hours after the second announcement to allow employees hearing the announcement for the first time the opportunity to discuss the Vacation with their family.

K. Employees, who are off on Vacation, Sick Leave, Military Leave, etc., may not hear the announcements. Shift Commanders shall award the Vacation on the second announcement day even though these employees have not been offered the opportunity for the Vacation.

L. The Senior eligible employee shall not be required to turn back any Vacation in order to get this new Vacation preference, provided they have sufficient Vacation Accrual to cover all Scheduled Vacation.

Section 5. Nonscheduled Vacation

A. Nonscheduled Vacation is Vacation not scheduled as stipulated in Section 4 above.

1. Scheduled Vacation, as stipulated in Section 4 above, shall take precedence.
2. Requests for Nonscheduled Vacation shall be on a "first come, first served" basis.
3. Less than full Workday requests shall be considered after all full Workday requests have been honored.

C. On-duty employees may obtain approval for Nonscheduled Vacation from the Shift Commander.

D. Off-duty employees may obtain approval for Nonscheduled Vacation from the on-duty Shift Commander.

Section 6. Emergency Vacation

Emergency Vacation may be granted in case of serious illness, injury, or death of an eligible family member as stipulated in Article 18, or for other emergencies considered acceptable to the Company.

Section 7. Vacation Slots

A. The following number of employees shall normally be allowed Vacation from each Rotating Group and Special Shift:

Rotating Group - Non-Holiday 14%

Rotating Group - Holiday 17%

Special Day Shift 14%

Special Night Shift 14%

Construction - Days 14%

Construction - Evenings 14%

Cadre 14%

1. The calculation to determine the number of employees allowed Vacation shall be based on always rounding up when the sum is not a whole percentage (%) number.
2. These Vacation Slots shall be calculated based on personnel numbers each February 1st.

C. When there are significant fluctuations in personnel numbers, these Vacation Slots may be recalculated, subject to agreement between the Parties.

D. When extraordinary operational circumstances, such as; OA’s, Audits, etc., preclude granting Nonscheduled Vacation, the Protective Force Department Manager shall explain the reasons to the Business Agent.

Section 8. Pay on Termination

Employees terminating shall be paid their unused Vacation Accrual on their final paycheck, or remain active employees until their unused Vacation Accrual is exhausted.

A. Employees terminated for cause shall be paid unused Accrual on their final paycheck.

Section 9. Leave of Absence for Personal Reasons

A. Employees who have been on approved Short-Term Leave of Absence shall receive all Vacation Accrual during the year.

1. Employees who have been on approved Long-Term Leave of Absence shall receive Vacation Accrual for actual time worked during the year, plus the first thirty (30) calendar days of the Leave of Absence.

Section 10. Military Leave of Absence

Employees who have been on approved Military Leave of Absence, and return to work within twelve (12) months from their first day of absence, shall receive all Vacation Accrual during the year.

* + - 1. Vacation normally accrued, had the employee been at work, shall be credited and scheduled as stipulated in this Article.

Section 11. Leave of Absence for Illness or Injury

* + - * 1. Employees, who have been on Leave of Absence as stipulated in Article 17 Section 6, shall receive all Vacation Accrual during the year.

1. Vacation shall be credited and scheduled as stipulated in this Article.
   * + - 1. Employees in unpaid status may request in writing that Vacation Accrual previously credited be paid.
         2. Vacation Accrual credited, but not taken, shall be paid as stipulated in this Article.

**ARTICLE 16**

**SICK LEAVE**

General:

A. Sick Leave shall only be taken for valid illness or injury, or medically required reasons which would preclude employees 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.

1. Sick Leave abuse is not condoned by the Parties.
2. The Protective Force Department Manager and the Business Agent shall review Sick Leave trends.

Section 1. Accrual

* + - * 1. Employees shall have thirty-one (31) hours of Accrual credited on January 1st each year.

1. New Hires shall have thirty-one (31) hours of Accrual credited on the first day of employment.
   * + - 1. Employees shall accrue Sick Leave at the rate of five (5) hours per month on the active Payroll for the remainder of the calendar year.
2. This includes the first thirty (30) calendar days of any Short or Long-Term Leave of Absence, or combination thereof, and
3. The first thirty (30) calendar days of any Leave of Absence for Illness or Injury.
4. Accrual shall be deducted as Sick Leave is used.
5. Employees net Accrual shall not exceed sixteen hundred (1600) hours.
6. Employees shall carry over all unused Accrual prior to the date of the Agreement.

Section 2. Payment of Accrual

1. Accrual shall be paid at one hundred percent (100%) of the employee's base hourly day rate for the number of hours in their regularly scheduled Workday, but shall not exceed twelve (12) hours per day.
2. Payment for absences of two (2) or less consecutive full or partial Workdays shall be made without the submission of a doctor's certification (currently the PX-53B), except as stipulated in Section 2.D.
3. A partial Workday absent shall be considered the same as a full Workday absent.
4. Payment for absences of more than two (2) consecutive full or partial Workdays requires submission of a doctor's certification and Sick Leave Administrator (SLA) approval.
5. When employees are on required prescription medication [requiring eight (8) hour abstinence rule] preventing them from returning to work, the top portion of the PX-53B may be signed by the employee in lieu of a doctor’s certification if the condition and related prescription are on file with the Occupational Medicine Department (OMD).
6. Accrual shall not be paid upon Termination.

Section 3. Payment of Sick Leave Supplement (Supplement)

1. Sick Leave Supplement (Supplement) may be paid upon exhaustion of Sick Leave Accrual. Employees may have their pay continued at the applicable Supplement percentage for the remaining duration of the incapacitation period, not to exceed a total period of twenty-six (26) weeks. Accrual shall be used first and runs concurrent with Supplement. Supplement begins in the twenty-six (26) week period in which Accrual is exhausted.
2. Employees approved for Supplement shall be paid a percentage of their base hourly day rate for the number of hours in their regularly scheduled Workday, but shall not exceed twelve (12) hours per day, as stipulated below:

Weeks 1-6 paid at 100%

Weeks 7-12 paid at 80%

Weeks 13-26 paid at 70%

1. Payment for absences of three (3) or less consecutive full or partial Workdays shall not be paid unless the employee is hospitalized.
   1. A partial Workday absent shall be considered the same as a full Workday absent.
   2. Hospitalized is defined as in-patient hospital admission.
2. Payment for absences of more than three (3) consecutive full or partial Workdays shall not be paid unless the employee is hospitalized, has surgery, or has medical conditions related to 10CFR712 or 10CFR1046.
3. Employees shall submit a doctor's certification for SLA approval.

Section 4. Payment Guidelines

1. Employees released by their physician to return to work and the OMD denies the approval to return to work, payment of eligible Accrual or Supplement shall be continued.
2. When required, the doctor’s certification may be submitted at any time from the first day of absence, but must be submitted within fifteen (15) calendar days from the beginning of the absence.
3. Failure to comply with this requirement shall void all claims for the period involved in the claim.
4. Payment of Accrual or Supplement shall be made on the first pay period after receipt of SLA approval.
5. No Accrual or Supplement 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 from performance of regular or assigned duties.
6. False claims for Accrual or Supplement shall be grounds for Disciplinary Action.

Section 5. Notification

Employees must notify the Shift Commander or other appropriate Security supervision no later than one (1) hour prior to the beginning of their scheduled shift on days they are absent. The Company realizes there will be emergency situations when one (1) hour notification will not be practicable and those cases will be considered on an individual basis.

Section 6. Status Change

1. Employees on Vacation who are hospitalized may be paid Accrual, instead of Vacation, from the date hospitalized. Submission of a doctor's certification to the SLA is required.
2. Hospitalized is defined as in-patient hospital admission.
3. Employees receiving Sick Leave Accrual or Supplement at the time of the death of an eligible family member may be paid Funeral as stipulated in Article 18.
4. When employees are receiving Accrual or Supplement, Holiday Pay is stipulated in Article 14.

Section 7. Medical Certification

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

Section 8. Occupational and Non-Occupational Disability

A. In cases of Occupational Illness or Injury, employees may elect to use Accrual to be paid for the first week of absence. If Worker's Compensation is paid for this first week of absence, Accrual shall be reinstated as appropriate. In addition, employees may elect to use Accrual after the first week to make up the difference between Worker's Compensation and their regular net take home pay (base pay less FITW and FICA) and Accrual shall be charged accordingly. Any Worker's Compensation payments shall be deducted from their regular pay.

1. Employees who exhaust Accrual may utilize Supplement to augment Worker's Compensation payments as stipulated in Section 3.
2. Employees may be paid Accrual for Non-Occupational Illness or Injury as stipulated in this Article.

Section 9. Sick Leave Accrual Buyback

1. Employees who have used less than forty-eight (48) hours of Accrual in a Payroll Year shall be reimbursed in January of the following year for the difference between forty-eight (48) hours and Accrual used in the previous Payroll Year. 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.
2. Employees who have not reached four hundred (400) hours of Sick Leave Accrual shall not be eligible to participate in the Buyback.

C. Employees who receive Buyback reimbursement shall have such hours deducted from their Accrual, unless the employee's Accrual is at the sixteen-hundred (1600) hour maximum at the end of the Payroll Year.

D. All paid Sick Leave absences count against the Buyback.

Section 10. Sick Leave and Long-Term Disability Coordination

Employees shall be allowed to exhaust Sick Leave Accrual before commencing Long-Term Disability (LTD).

**ARTICLE 17**

**LEAVE OF ABSENCE**

Section 1. Personal Reasons

The Company may approve employees unpaid Personal Leave when their absence does not interfere with the efficient operation of the business. Normally, unpaid Personal Leave shall not exceed thirty (30) calendar days, however longer periods may be approved in exceptional cases.

A. Short-Term Leave of Absence

* 1. Thirty (30) calendar days or less.
  2. Seniority and Service Credits shall continue.

B. Long-Term Leave of Absence

1. More than thirty (30) calendar days.

2. Seniority and Service Credits shall continue for the first thirty (30) calendar days only.

Section 2. Union Business

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

Section 3. Military Annual Training

A. Employees, who are members of the National Guard or Reserve Component of any Military Branch, shall be granted a Leave of Absence of up to fifteen (15) Workdays per calendar year for Training. Based on written concurrence by the Protective Force Department Manager, employees scheduled to work the day prior to Training may elect to take that day off as a training day at the Military differential rate. Paid training days shall not exceed fifteen (15) Workdays.

B. During this absence, employees shall be paid the difference between their base hourly day rate and the base government pay received for Workdays absent, excluding allowances and travel pay.

C. Payment shall be for the number of hours in the employees regularly scheduled Workday, based on the employees work schedule at the time of the Training.

Section 4. Military Transfers for Annual Training

A. Employees shall submit a copy of the memo stating their Unit’s Annual Training Schedule to their Shift Commander and Payroll.

B. Subject to operational requirements and approval by the applicable Shift Commanders, employees may transfer Workdays to accommodate Annual Training, which includes monthly training.

C. Transfers are:

1. allowed only once per month;
2. for the same number of hours normally worked in their Workweek and taken in the same Workweek;
3. to be worked in the same Pay Period as taken, or consecutive Pay Periods.

D. These employees shall submit a completed Military Leave Transfer Form, supplied by the Union, to their Shift Commander.

E. Transfers shall be completed and approved at the first of each year in the same manner as Vacation scheduling. Employees needing to cancel or reschedule during the year shall initiate the process in a timely manner, the same as Vacation. Normally, this shall be at least seven (7) calendar days in advance of the first Workday to be transferred.

Section 5. Military Unit Deployment and Individual Augmentee Support

A. Employees, who are members of the National Guard or Reserve component of any Military Branch, shall be granted a paid Leave of Absence of up to two (2) months for Unit Deployment or Individual Augmentee Support.

B. During this absence, employees shall be paid the difference between their base hourly day rate and their base government pay received for Workdays absent, excluding allowances and travel pay.

C. Payment shall be for the number of hours in the employees regularly scheduled Workday, based on the employees work schedule at the time of the Unit Deployment or Individual Augmentee Support.

D. For Unit Deployment and Individual Augmentee Support, employees shall continue to accrue Seniority and other Service Credits, except Sick Leave, for a period not exceeding twelve (12) months from the first day of absence.

Section 6. Illness or Injury

1. Employees unable to work because of illness or injury shall be placed on Leave of Absence effective the first day of absence from scheduled work.
2. Leave of Absence for Illness or Injury shall be without pay from the Company, except employees may be paid as stipulated in Article 16.
3. 10CFR1046 grants eligible employees Medical Removal Protection and Independent Review.

B. After the greater of 26 weeks of Sick Leave Supplement and/or accrued Sick Leave is exhausted, employees may enter Limited Duty, if not already entered, or may apply for LTD.

* + - 1. Employees are also eligible for an additional six (6) months, which shall be unpaid when not approved for LTD.

1. After twelve (12) months, or upon PPMD disqualification, employees may enter the Caseworker Program, apply for LTD, or terminate.

D. During Leave of Absence for Illness or Injury:

* + - 1. Sick Leave shall continue to accrue for the first thirty (30) calendar days absent from scheduled work.
      2. Seniority and other Service Credits, including Vacation, shall continue to accrue for twelve (12) months from the first day of absence from scheduled work.
      3. Employees shall maintain their active health benefits, and may maintain other benefits, such as; Dental, Vision and Life, at active employee rates.

Section 7. Closure for Inclement Weather

Inclement Weather can include any kind of extreme weather, usually snow or ice, which could create hazardous driving conditions or significantly impair normal Pantex Plant operations. Inclement Weather can also include severe thunderstorm activity, tornados, flooding, or other natural perils.

A. Employees able to man security posts are considered critical employees and shall report to work during an official Pantex Plant Closure for Inclement Weather when the activity that is causing their Shifts’ existence is functioning.

Critical employees not reporting to work shall use an accrued benefit or take unpaid Personal Leave.

Employees not reporting to work because their Shift is not functioning shall be paid based on their shift assignment at their base hourly day rate.

1. Due to Safety considerations, the Company reserves and retains the right per Article 4 to direct critical employees not to report to work during an official Pantex Plant Closure for Inclement Weather.
   * + 1. When this occurs, employees shall be paid based on their shift assignment at their base hourly day rate.
2. Employees in the Limited Duty or Caseworker Program and working other than Protective Force job duties shall be paid based on their shift assignment at their base hourly day rate during an official Pantex Plant Closure for Inclement Weather.
3. Employees on Vacation or Sick Leave, during an official Pantex Plant Closure for Inclement Weather, shall remain in that status.

**ARTICLE 18**

**FUNERAL LEAVE**

1. The Company shall pay employees for up to three (3) Workdays for absence from work because of the death of an eligible family member.
   * + 1. The three (3) Workdays shall encompass the day of the funeral.
   1. When the day of the funeral is an off-duty day, the three (3) Workdays shall immediately precede and/or follow the day of the funeral.
2. Employees required to travel a significant distance may be granted additional Workdays by the Safeguards & Security Division Manager.
3. Funeral Leave shall be paid at the employees’ base hourly day rate. Payment shall be for the number of hours in the employees regularly scheduled Workday, but shall not exceed twelve (12) hours per day.
4. An eligible family member includes; the employee’s spouse, children, stepchildren, children-in-law, grandchildren, parents, stepparents, parents-in-law, grandparents, siblings, and siblings-in-law.
   * + 1. Parent means biological parent, or an individual who served in the place of a parent who is not an eligible family member as defined above. Payment is subject to the approval of the Safeguards & Security Division Manager.
5. Employees on Vacation at the time of the death of an eligible family member may be paid Funeral Leave as stipulated in this Article in lieu of Vacation Pay.
6. Employees shall notify the on-duty Shift Commander of the death of an eligible family member on or before the first day of absence.

**ARTICLE 19**

**SAFETY AND HEALTH**

Section 1. General

A. The Parties recognize the importance of maintaining a safe working environment and shall continue to cooperate toward the objective of eliminating or controlling Safety and Health hazards by encouraging employees to follow safe procedures and practices.

B. Union representatives, designated by the Union, serving on accident investigations, which may include an Accident Review Board, shall be provided with appropriate training in a timely manner.

1. Employees shall be required to follow Safety rules and regulations that are currently in place, and those that may be issued by the Company. The Company shall continue the current practice of providing the Union with copies of these rules before they are finalized to obtain the Union’s input. The Company recognizes the Union’s right to challenge these rules through Arbitration on the basis the rules are not reasonable.

D. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to work with the Company in achieving and maintaining these conditions.

Section 2. Safety Council

A. A Safety Council (the Council) shall be established by the General Manager to review Safety and Health activities, evaluate and identify Safety trends to achieve Safety goals, and make appropriate recommendations to assist in the reduction and mitigation of workplace injuries, illnesses, and hazards. The Union shall have membership on the Council. Such membership shall consist of the Business Agent or President, or their designee. The Council functions shall include:

Meeting at least monthly on a regularly established schedule. Special meetings may be convened on an irregular basis as needed. Special meetings shall be scheduled at the sole discretion of the General Manager or Environment, Safety and Health (ES&H) Division Manager.

* + - 1. Reviewing Occupational Safety and Health Administration (OSHA) recordable injuries and illnesses and other Safety related accident reports as deemed necessary.
      2. 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.
      3. Discussing Safety and Health 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 Council shall not suffer loss of pay for time spent during regular working hours conducting approved Council business.

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

Section 4. Physical Examinations

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

Section 5. Personal Relief

An adequate number of employees shall be furnished to provide emergency and Personal Relief for the Safety and Health of employees.

**ARTICLE 20**

**WAGES AND COST OF LIVING ALLOWANCE**

Section 1. Wage Schedule

Rates of Pay and effective dates for Job Classifications/Standards are established as follows:

**HOURLY PAY RATES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Classification/Standard** | **06/05/2017** | **06/04/2018** | **06/03/2019** | **06/01/2020** | **06/07/2021** |
|  |  |  |  |  |  |
| Security Officer (SO) |  |  |  |  |  |
|  | $26.53 | $27.26 | $28.00 | $28.76 | $29.55 |
|  |  |  |  |  |  |
| Fixed Post Readiness Standard (FPRS) |  |  |  |  |  |
|  | $28.28 | $29.01 | $29.75 | $30.51 | $31.30 |
|  |  |  |  |  |  |
| Basic Readiness Standard (BRS) | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% |
|  | $29.03 | $29.76 | $30.50 | $31.26 | $32.05 |
|  |  |  |  |  |  |
| Advanced Readiness Standard (ARS) |  |  |  |  |  |
|  | $30.53 | $31.26 | $32.00 | $32.76 | $33.55 |
|  |  |  |  |  |  |
| CAS/Alternate CAS & CROWS Operators |  |  |  |  |  |
|  | $31.03 | $31.76 | $32.50 | $33.26 | $34.05 |
|  |  |  |  |  |  |
| SPO III ARS and Special Response Team |  |  |  |  |  |
|  | $32.03 | $32.76 | $33.50 | $34.26 | $35.05 |
|  |  |  |  |  |  |

Section 2. Night Shift Differential

Night Shift Differential shall be one dollar and fifty cents ($1.50) per hour.

Section 3. Base Wage Differential

The Base Wage for each Classification/Standard shall be calculated from the Basic Readiness Standard (BRS).

* + - * 1. The BRS Wage is multiplied by the yearly percentage increase, then the following amount is added or subtracted to total the Wage for each Classification/Standard:

SO -$2.50

FPRS -$0.75

BRS Base Wage

ARS +$1.50

CAS / Alternate and CROWS +$2.00

SPO III ARS and SRT +$3.00

Section 4. Union Service

1. The Business Agent and President shall receive a two dollar ($2.00) per hour increase to their regular Hourly Pay Rate.
2. The Safety Officer shall receive a one dollar ($1.00) per hour increase to their regular Hourly Pay Rate upon successful completion of the OSHA safety certification. The OSHA safety certification shall consist of a forty (40) hour OSHA training course. Training expenses in achieving the OSHA safety certification shall be approved in advance and paid by the Company. The Hourly Pay Rate increase shall remain in effect as long as they hold the position and the OSHA safety certification is maintained.

Section 5. Paydays

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

Section 6. Special Check Procedures

1. A Special Check shall be prepared upon written request of the employee, when the shortage is:
2. Eight (8) or more hours of pay for the Pay Period; or
3. Less than eight (8) hours of pay if:
4. The employee's core hours for the Pay Period are short; and
5. The request is emergent in nature and approved by the Protective Force Department Manager with concurrence of the Finance Division. The Business Agent shall be notified.
6. Approved written requests for Special Checks must be faxed to the Payroll Department nolater than close of business on the second Workday following the Payday in which the shortage occurred. The employee requesting the Special Check must ensure the Payroll Department received the fax.
7. Payroll shall notify the Division Point of Contact when the Special Check is ready for pick-up.
8. Employees may elect to include uncompensated hours in the next Pay Period.
9. Special Checks shall not be prepared for shortages caused by the employee’s failure to submit required paperwork by established deadlines.
10. When employees need a Special Check promptly, the current applicable tax rate shall be applied for the tax deduction and the Special Check shall be prepared by Payroll within one (1) Workday following Payroll’s receipt of the request.
11. When employees want the tax deduction calculated based on the aggregate method, Payroll shall calculate the tax, expedite the Special Check producing process, and provide the Special Check to the employee within a reasonable time. This time is dependent on the number of Special Check requests being processed for the Pay Period.

Section 7. Cost of Living Allowance (COLA)

A Cost of Living Allowance (COLA) is stipulated in this Article for the Duration of the Agreement (through midnight June 5, 2022).

1. The Index used for determining the COLA 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) all items, (1982-1984=100) hereafter referred to as the "Index".
2. As stipulated in Paragraph C below, adjustments shall be calculated on a bimonthly basis. 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 the Agreement (through midnight June 5, 2022).
3. This Article shall be implemented during the Duration of the Agreement providing the following requirements are met:
   * + 1. First Contract Year (June 5, 2017 – June 3, 2018):
4. This Article shall be implemented during the first contract year if the Index increases 2.5% above the base month of June 2017. No payment shall be accrued or payable until this condition has been met.

If the Index does increase 2.5% during the first contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the first contract year. The month the Index increases 2.5% above the June 2017 base shall become the base month for calculations for COLA adjustments. Adjustments shall be made as stipulated in Paragraph B above.

* 1. Any COLA generated during the first contract year shall continue to be paid for the Duration of the Agreement.
     + 1. Second Contract Year (June 4, 2018 – June 2, 2019):
  2. This Article shall be implemented during the second contract year if the Index increases 2.5% above the base month of June 2018. No additional payments over and above the allowance previously generated during the first contract year shall be accrued or payable until this condition has been met.
     1. If the Index does increase 2.5% during the second contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the second contract year. The month the Index increases 2.5% above the June 2018 base shall become the base month for calculations for COLA adjustments. Adjustments shall be made as stipulated in Paragraph B above.
  3. Any COLA generated during the second contract year shall continue to be paid for the Duration of the Agreement.

1. Third Contract Year (June 3, 2019 – May 31, 2020):
2. This Article shall be implemented during the third contract year if the Index increases 2.5% above the base month of June 2019. 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.

If the Index does increase 2.5% during the third contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the third contract year. The month the Index increases 2.5% above the June 2019 base shall become the base month for calculations for COLA adjustments. Adjustments shall be made as stipulated in Paragraph B above.

1. Any COLA generated during the third contract year shall continue to be paid for the Duration of the Agreement.
2. Fourth Contract Year (June 1, 2020 – June 6, 2021):
3. This Article shall be implemented during the fourth contract year if the Index increases 2.5% above the base month of June 2020. 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.
4. If the Index does increase 2.5% during the fourth contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the fourth contract year. The month the Index increases 2.5% above the June 2020 base shall become the base month for calculations for COLA adjustments. Adjustments shall be as stipulated in Paragraph B above.
5. Any COLA generated during the fourth contract year shall continue to be paid for the Duration of the Agreement.
6. Fifth Contract Year (June 7, 2021 – June 5, 2022):
   1. This Article shall be implemented during the fifth contract year if the Index increases 2.5% above the base month of June 2021. No additional payments (over and above the allowance previously generated during the first, second, third and/or fourth contract year) shall be accrued or payable until this condition has been met.
      * 1. If the Index does increase 2.5% during the fifth contract year, the calculation of payments shall be based on any additional increase in the Index above the 2.5% during the remainder of the fifth contract year. The month the Index increases 2.5% above the June 2021 base shall become the base month for calculations for COLA adjustments. Adjustments shall be made as stipulated in Paragraph B above. No adjustments shall be made after expiration of the Agreement (through midnight June 5, 2022).
   2. Any COLA generated during the fifth contract year shall continue to be paid for the Duration of the Agreement.

D. Accrued COLA 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 day rate for each full four-tenths (.4) upward movement from the base month as applicable and stipulated above.

E. A deduction of one (1) cent shall be taken from each employee's current straight time base hourly day 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 for more than the amount of COLA previously paid.

F. The COLA shall be added to the Base Wage Pay Rates of Job Classifications/Standards stipulated in this Article for the Duration of the Agreement. COLA shall be used in determining the employee's base hourly day rate for purposes of computing Overtime, Call-in Pay, Holiday Pay, and other pay computations where base hourly day rate is specified.

G. No adjustments, retroactive or otherwise, shall be made in the amount of the COLA due to any revision, which later may be made in the published figures for any month which the COLA has been determined.

1. The Parties further agree that the continuance of the COLA, if implemented during any one of the periods noted above, is dependent upon the availability of the Index in its present form and calculated on the same basis as the Index for June 2017. In the event the Bureau of Labor Statistics changes the form calculating the Index, the Parties agree to request the Bureau to make available, for the Duration of the Agreement, an Index in its present form and calculated on the same basis as the Index for June 2017.

**ARTICLE 21**

**LAY OFF NOTICE AND TERMINATION PAY**

Section 1. Lay Off Notice

Whenever it is necessary to Lay Off employees for more than five (5) Workdays, because of lack of work or other reasons beyond the control of the Company, employees who have completed the Probationary Period, as stipulated in Article 11 Section 2, shall be given five (5) Workdays notice, or five (5) Workdays pay in lieu of notice.

Section 2. Termination Pay

A. Termination Pay for employees terminated by the Company, for any one of the following reasons, shall be subject to the conditions in this Article, and as stipulated in paragraph B below:

1. Reduction in Force.
2. Employees opting after thirty (30) Workdays of Furlough.
3. Failure to meet the required physical standards imposed by Department of Energy regulations.
4. Failure to meet the required medical standards imposed by Department of Energy regulations.

B. Pay Schedule

Service Credit Termination Pay

Less than six months No pay

Six months to one year One (1) week’s pay

More than one year One (1) week’s pay for each completed year of service, to a maximum of twenty-six (26) weeks’ pay.

More than one year One (1) week’s pay for each completed year of service, to a for Medical Disqualification maximum of fifteen (15) weeks’ pay - each year doubled to

a maximum of thirty (30) weeks’ pay.

1. Termination Pay shall be made at an employee's base hourly day rate at the time of termination.

2. The acceptance of Termination Pay under A.1 and A.3 above shall not cancel any rights to Recall employees have under Article 11 Section 5 except:

* 1. Senior employees electing termination in lieu of Junior employees and receiving Termination Pay based on their accrued service.

3. Employees terminated under the provisions of A.2 and A.4 above preclude Recall.

1. Employees returning to work, following a Lay Off in fewer weeks than the amount of Termination Pay received, shall repay the excess amount of Termination Pay received.
2. Employees, who are eligible for early Retirement, shall receive Retirement and Termination Pay.

**ARTICLE 22**

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

* + - * 1. There shall be no discrimination, interference or restraint against any employee because of membership or non-membership 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 non-membership in the Union.
        2. When a masculine term is used in the Agreement, it applies equally as a feminine term.

C. When plural nouns and pronouns are used in the Agreement, they apply equally to singular nouns and pronouns.

D. No employee or person seeking employment shall be discriminated against by reason of race, religion, color, national origin, sex, age, disability, veteran of the Vietnam era or disabled veteran, as defined by applicable Federal Laws. Such action shall include, but not be limited to; employment, promotion, demotion, transfer, pay rates or other forms of compensation, and selection for training.

E. The Parties agree to comply with all Federal Laws, Executive Orders and Regulations pertaining to Non-Discrimination and Equal Employment Opportunity which are applicable to Government contract operations conducted by the Company at Pantex Plant.

F. The Parties recognize that the Company, as a Federal Government Contractor, is required to have Affirmative Action Programs. These include goals, objectives, and timetables in the; recruiting, employment, placement, training, and upgrading of employees and applicants for employment, as defined in Paragraph D 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.

**ARTICLE 23**

**WORKING RULES AND DISCIPLINE**

Section 1. Company Working Rules

The Parties agree 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.

1. The Company reserves the right to enact reasonable rules of expected employee conduct and performance, in order to maintain safety, security, and efficiency at the Pantex Plant. The Company recognizes the Union’s right to challenge these rules through Arbitration on the basis the rules are not reasonable.

1. This shall include Safety and Health rules and regulations as stipulated in Article 19.

a. The Company shall continue the current practice of providing the Union with copies of these rules before they are finalized to obtain the Union’s input.

1. Members of the Bargaining Unit agree to conform to the rules and regulations as enacted by the Company, provided these rules do not conflict with the Agreement.
2. Company rules shall be posted on Bulletin Boards, or published in booklet form and distributed to employees.

D. Nothing herein is intended to limit or restrict the Union’s right to bargain under the National Labor Relations Act on terms and conditions of employment, or working and safety rules as stipulated above.

Section 2. Discipline

1. The Company shall not Discipline or Discharge employees without Just Cause or Due Process.
2. In an attempt to achieve employee compliance prior to initiating Progressive Discipline, supervisors may use On-the-Spot Correction, Verbal Counseling, or Written Reprimand as informal methods to correct misconduct or performance.
3. Progressive Discipline shall be the formal method to correct employee misconduct or performance. Official Warning, Unpaid Suspension, and Discharge are the recognized methods of Progressive Discipline.
4. The Company shall initiate Discipline in a timely manner, normally within thirty (30) calendar days of when the incident occurred or when first discovered. Failure to comply with this time limit shall bar the Company from using Progressive Discipline.

1. In extreme circumstances, an extension of time may be granted by the Parties on a non-precedent setting basis.

a. When the incident involved a Security Infraction, the Company may request additional time past the thirty (30) calendar days. The Company shall notify the Business Agent or President and the Union shall not be unreasonable in considering the request.

E. Any extension of time granted shall be in writing and signed by both Parties. As an alternative, representatives of the Parties may request and agree to extensions using e-mail. Both Parties must receive concurrence and verification, by e-mail, for the extension to be granted.

Section 3. Department Record

1. When a supervisor enters a derogatory notation in an employee's Department Record, the employee shall be given; the opportunity to read and initial the entry, and a copy of their Record. When the employee is not given the opportunity to read and initial the entry promptly, it shall be deleted from the employee's record.

Prior to entering a derogatory notation in the employee’s Record, the supervisor shall give the employee the opportunity “to tell their side of the story”.

The employee may submit a written rebuttal.

1. Before Progressive Discipline is entered in an employee's Department Record, the employee shall be given a copy of the Discipline at the time of administration. The employee may refer the matter to the Union for handling if they feel the Discipline is unfounded or not justified.
2. Progressive Discipline placed in an employee's Department Record shall be removed if no additional Discipline is given, as a matter of record, over a subsequent twelve (12) month period.
3. The Union has the right to request any pertinent information.

Section 4. Personnel File

A. Documentation of Progressive Discipline shall be retained in the employee’s Personnel File, and the employee shall be given a copy of the Discipline at the time of administration. The employee may refer the matter to the Union for handling if they feel the Discipline is unfounded or not justified.

1. When Progressive Discipline is reduced, the Company shall provide the revised Documentation to the Union, and the affected employee.

B. Progressive Discipline placed in an employee’s Personnel File shall be removed if no additional Discipline is given, as a matter of record, over a subsequent twelve (12) month period.

C. The Union has the right to request any pertinent information.

Section 5. Suspension or Discharge

1. When Unpaid Suspension or Discharge is being considered, the Business Agent or President, or their designee, shall be given the opportunity to discuss the case with the Protective Force Department Manager, or in the Manager’s absence, the Chief of the Protective Force, prior to the administration of any action.
2. The Company agrees that it shall issue an Official Warning or Unpaid Suspension to employees prior to Discharge when the misconduct is not so serious, in the opinion of the Company, as to call for immediate Discharge.
3. Discharges shall; be in writing, refer to the reason for Discharge, and state any prior Progressive Discipline.
4. Grievances protesting Discipline must be filed within fifteen (15) Workdays after the action is taken. Failure to follow the Time Limits shall be construed as a waiver, by both the Union and the affected employee, to protest the action.

**ARTICLE 24**

**LIMITED DUTY AND CASEWORKER PROGRAM**

This Article is intended to enhance employees Career Longevity options and afford a process to transition from Security Police Officer duties. Employees may waive any part of this Article at any time unless required by Government regulations.

Section 1. Government Regulations and Remedy

* + 1. It is recognized by the Parties that Department of Energy regulations are the basic authority for establishment and continued implementation of medical and physical standard requirements for Protective Force employees.
    2. The failure of employees to meet the medical or physical standards of the Department of Energy regulations, to the extent of adverse effect upon the employee's job security, is not subject to the Grievance and Arbitration Procedure since employees affected do have recourse to appeal under the regulations which are established as a matter of law.

C. Employees medically disqualified and terminated, or displaced to a different job, who are reinstated through the Independent Review and Final Review Process by the Department of Energy shall receive retroactive base pay and Service Credits, less any applicable Termination Pay and earnings received from the Company or other employment, including any unemployment compensation.

Section 2. Limited Duty

The Limited Duty Program shall be operated for Protective Force employees who are temporarily disqualified from performing their general duties.

1. Employees who become aware of a medical or physical condition which may impact the performance of their duties shall be required to immediately report the condition to the Occupational Medicine Department (OMD) and Protective Force Management.
2. When employees temporarily fail to meet the medical or physical standards of the Department of Energy regulations, those employees shall be assigned to duties that are compatible with their medical or physical limitations, and the following procedures shall apply:

1. When OMD determines that employees, based upon examination and medical evaluation, cannot meet the prescribed standards required for performance of general duties, they shall be promptly notified and given reasons for placement on Limited Duty. The Business Agent, President, or designee, shall be permitted to be present only as a representative at any such meeting, when requested by employees with recognition that the matters discussed are privileged in nature.

2. When employees believe their assignment to Limited Duty is incorrect, they have the right to have an Independent Review and examination by a private physician of their choice, at their expense. They shall submit the findings of their physician to OMD for consideration and evaluation. When OMD’s decision concerning the employee's medical or physical capabilities remains unchanged and they believe OMD's decision is incorrect, they may resort to the Grievance Procedure, including Arbitration, as stipulated in Article 9.

1. The Company acknowledges its obligation under Federal and State laws not to discriminate against employees based on 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 their pregnancy.
2. The Company shall reasonably explore assigning employees, who have been assigned to Limited Duty, to other work assignments they may be able to perform. The Company may explore assignments within the Safeguards & Security Division or within other divisions, including assignment to the Pantex Plant Labor Pool.
3. It is recognized there shall be an overlap of miscellaneous duties as performed by Limited Duty and General Duty employees. Assignment of employees to Limited Duty does not preclude them from performing other duties which may be assigned to any Protective Force employee, including but not limited to; escort duties, SPOT driver, East and West gates, vehicle and equipment maintenance, or any reasonable request of Protective Force supervision. These assignments to Limited Duty shall be made by the Company with due recourse to Seniority when possible, but without recognition of Promotions, Job Bid Procedures, and established rotations within Rotating Groups and Special Shifts.
4. Employees assigned to Limited Duty, which require a change of shift, shall transition to a Limited Duty assignment and schedule commensurate with applicable restrictions as soon as practicable.
5. Limited Duty work schedules shall be commensurate with work areas to which assigned. Workdays shall be a minimum of nine (9) hours, to include Physical Training during these hours of work.
6. Employees assigned to Limited Duty shall maintain their current Pay Rate until their firearms qualification expires or a permanent restriction is identified.
7. Overtime shall be offered to employees assigned to Limited Duty only when the Overtime can be performed by Limited Duty employees not requiring the full services of General Duty employees, within the judgment of the Company.
8. When a situation occurs where there are more employees assigned to Limited Duty than can reasonably be accommodated, the Union shall be notified and the Junior employee assigned to Limited Duty shall be assigned a caseworker for placement in the Labor Pool. The number of employees retained in Limited Duty is at the sole discretion of the Company.

Section 3. Caseworker Program

1. The Company shall operate a Caseworker Program for Protective Force employees that are permanently disqualified from performing their general duties. The Caseworker Program provides employment options and promotes Career Longevity.
2. Employees shall be placed in the Caseworker Program for a period not to exceed ninety (90) calendar days. They shall be referred to the Human Resources Division for consideration and possible placement in a job vacancy at the Pantex Plant.
3. Employees shall be assigned a caseworker who shall counsel them and explain the process for job placement outside the Bargaining Unit. The counseling shall include, but is not limited to; explaining wage scales, explaining impact to retirement, updating resumes, and coordinating with hiring managers.

D. Prior to official placement in the Caseworker Program, counseling may commence following an employee’s first failed physical or firearms qualification, to allow counseling to be utilized for a longer period.

The intent of this early counseling and guidance is to ensure employees fully understand all options available and have sufficient time to acquire education, training, or other qualifications that may enhance employability.

E. Employees are encouraged to take advantage of the Company’s Educational Assistance Program for advanced education and training before enrollment in the Caseworker Program to enhance future employment options.

F. Enrollment into the Caseworker Program beyond ninety (90) calendar days shall be considered on an exception basis. Employees must submit a written extension request through the Protective Force Department Manager for consideration by the Human Resources, and Safeguards and Security Division Managers before the ninetieth (90th) calendar day.

G. Employees may request job placement counseling through the Caseworker Program at any time.

Section 4. Filling of Vacancies

1. Caseworker Program participants shall be considered for jobs for which they are qualified before non-bargaining employees or external candidates, unless an Involuntary Separation Plan (ISP) is in effect.
2. Except for entry-level positions, hiring managers may consider a candidate other than a disqualified Bargaining Unit employee who is substantially more qualified than the Bargaining Unit employee.
3. The Parties agree disqualified Bargaining Unit employees participating in the Caseworker Program shall be considered for posted MTC vacancies for which they have bid and are qualified, after all MTC bidders have been considered as stipulated in the MTC Articles of Agreement.
4. The Company shall make the final determination of an employee’s ability to meet the qualifications of the job vacancy.
5. Every reasonable effort shall be made by the Company to expedite hiring for affected employees.

Section 5. Duration and Reduction in Force

1. Employees assigned to the Caseworker Program due to physical disqualification shall have ninety (90) calendar days for job placement. When there is no job vacancy at the Pantex Plant for which an employee is qualified or when a job is offered but refused, the employee shall be Terminated by Reduction in Force with Recall rights as stipulated in Article 11, Sections 4 & 5.
2. Employees assigned to the Caseworker Program due to medical disqualification shall have ninety (90) calendar days for job placement. When there is no job vacancy at the Pantex Plant for which an employee is qualified or when a job is offered but refused, the employee shall choose options as stipulated in Article 6 Section 5.
3. Employees terminated from the Caseworker Program shall choose options as stipulated in Article 6 Section 5.
4. Employees approved for Long-Term Disability (LTD), and not terminating, shall be given the same consideration for filling job vacancies as stipulated in Section 4 above.

**ARTICLE 25**

**MISCELLANEOUS PROVISIONS**

Section 1. Uniforms

1. The Company shall continue to furnish and launder items of the regulation uniform.
2. The Company shall replace and repair items of the issued regulation uniform when necessary due to normal wear and tear without cost to the employee, except when issued items are lost or damaged due to neglect by the employee.
3. 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. Range Firing

It is recognized that qualification with all duty firearms is required on courses specified by the Cognizant Government Agency. Therefore, time shall be scheduled for Range Firing so employees may remain proficient in manipulation and qualified in marksmanship.

**ARTICLE 26**

**DUTIES, ESCORTS, AND SUBCONTRACTING**

Section 1. Duties

A. Protective Force Bargaining Unit duties shall not conflict with the firmly established job duties exclusively assigned to other classifications. Other classifications’ duties shall not conflict with the firmly established job duties exclusively assigned to Bargaining Unit employees.

B. It is recognized the Company must have the responsibility and flexibility of determining the need to lock and unlock buildings, and the assignment of responsibility for such functions. Bargaining Unit employees shall be assigned the responsibility of locking and unlocking certain buildings as the situation warrants, but the assignment of such responsibility does not automatically become the firmly established duty of Bargaining Unit employees.

Section 2. Escorts

The Parties have a common interest and obligation in the control of Security Police Officer and Administrative Escorts at the Pantex Plant, including all associated facilities and assets owned, controlled, or leased by or on behalf of the Department of Energy (DOE) / National Nuclear Security Administration (NNSA) and the Company.

1. Protective Force Operations shall manage resources to conduct escorting duties as stipulated in this Article. Escorting by non-security personnel shall only be authorized with the approval of the Protective Force Director or Protective Force Chief. When Security Police Officers are not available for escorting duties, the Business Agent shall be notified for resolution.
2. Uncleared personnel requiring access to the Protected Areas or Material Access Areas shall be escorted by Security Police Officers assigned to the Protective Force.
3. All escorts for manual labor performed in the Limited Area shall be conducted by Security Police Officers.
   * + 1. Manual Labor includes, but is not limited to; use of hand or power tools, and operation of any machinery.
4. To ensure effective utilization of the Protective Force, uncleared personnel requiring access to the Property Protection Area or the Limited Area may be escorted by non-security personnel for job bids, job surveys, or required Pantex Plant training, unless asset protection measures are required.
5. Escorts shall be conducted by personnel with a Department of Energy L or Q clearance. Personnel with L clearances, and those being escorted, shall not have access to Secret Restricted Data (SRD).
6. Only exempt and non-exempt/non-bargaining Company employees shall conduct Administrative Escorts. Metal Trades Council (MTC) Bargaining Unit Company employees shall not conduct escorts.
7. Non-Company employees shall not conduct 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.
8. Foreign Nationals shall not conduct escorts, and shall be escorted as stipulated in an approved Security Plan.
9. Construction contractors, their employees, and uncleared Direct Hire construction workers shall not conduct escorts.
10. Bargaining Unit employees assigned to Limited Duty, as stipulated in Article 24 Section 2, may escort personnel in the Limited Area.
11. Escorts shall be for official business only (Government, Company, or Union), not for personal reasons, such as; Parties, Zumba, and Toastmasters.
12. Administrative Escorts shall not be conducted for deliveries/delivery personnel, any type of catering, and bus tours in the Limited Area.
13. Administrative Escorts shall not be conducted for construction contractors, their employees, and uncleared Direct Hire construction workers in the Limited Area.
14. Administrative Escorts are allowed in the Limited Area for service vendors conducting preventive maintenance on equipment, such as; office machines, computers, and Physical Training apparatus.
15. The only Administrative Escorts allowed in Protective Force facilities shall be conducted by Protective Force supervisors, Safeguards & Security management, or as approved by the Protective Force Chief or designee.
16. Administrative Escorts of armed uncleared Local Law Enforcement in the Property Protection Area and the Limited Area shall be conducted only by Security Police Officers, Protective Force supervisors, or Safeguards and Security management.
17. Escorts, and those being escorted, shall be adequately educated and trained on their duties and responsibilities. This training shall be conducted beforehand and documented.
18. Administrative Escorts, and those being escorted, shall not enter the Limited Area or beyond in a personally owned vehicle. When a vehicle is needed, it shall be the responsibility of the authorized person conducting the escort to arrange for the use of a government vehicle.

Section 3. Subcontracting

A. The Company shall make every reasonable effort to assign Bargaining Unit work to Bargaining Unit personnel. When a potential Subcontracting situation arises, Safeguards and Security Management shall meet and discuss the need for Subcontracting with the Union President and Business Agent. It is not required that an agreement be reached between the Parties before the work can be Subcontracted; however, the Union's input in many cases may be helpful in finding an alternative to Subcontracting.

B. In the event the Company is anticipating Bargaining Unit work to be Subcontracted for longer than three (3) months, employees qualified to perform such work who are on Layoff and eligible for Recall, as stipulated in Article 11 Sections 4 & 5, shall be offered Recall prior to work being Subcontracted.

**ARTICLE 27**

**ALLOWANCES**

Section 1. Exercise Clothing

1. The Company shall provide each employee an annual Exercise Clothing Allowance, not to exceed two hundred seventy-five dollars ($275.00), after taxes, to obtain approved Exercise Clothing, including running shoes.
   * 1. This annual Exercise Clothing Allowance shall be paid on, or before, the first Payroll of each Cognizant Government Agency fiscal year.
     2. New employees shall receive the Exercise Clothing Allowance on the first Payroll of the month following completion of the Initial Training Course and annually thereafter.

B. Employee's shall be responsible for laundering and maintaining their Exercise Clothing.

Section 2. Personal Items

1. The Company shall provide each employee an annual Personal Item Allowance, not to exceed three hundred fifty dollars ($350), after taxes, to obtain socks, towels, approved t-shirts, and approved boots.
   * + 1. This annual Personal Item Allowance shall be paid on, or before, the first Payroll of May each year.
       2. New employees shall receive the Personal Item Allowance on the first Payroll of the May following completion of the Initial Training Course and annually thereafter.
          1. They shall be issued t-shirts and two (2) pair of boots before attending the Initial Training Course.
2. Boots that become unserviceable while on-duty shall be replaced by the Company, without cost to the employee, when reported to Shift Supervision prior to going off-duty.
3. Boots lost or stolen, due to neglect, are the responsibility of the employee.

D. Employee's shall be responsible for laundering and maintaining their Personal Items.

**ARTICLE 28**

**JURY DUTY**

1. Employees are on Jury Duty when; they report for examination or service as a juror, or they serve as a witness subpoenaed by the court except as a principal.
2. Jury Duty shall be paid at the employees’ base hourly day rate. Payment shall be for the number of hours in the employees regularly scheduled Workday, but shall not exceed twelve (12) hours per day.
3. Employees shall notify their Shift Commander when summoned for Jury Duty or subpoenaed by the court.
   1. Employees shall follow the instructions provided on their summons or subpoena.
4. Employees scheduled for Night Shift may be transferred to Day Shift. The transfer shall include the entire set encompassing the service dates and for the duration of the Jury Duty, as applicable.
5. Employees shall contact the SAC by 1930 the night before their summons or subpoena date to coordinate work scheduling. If the SAC has not been contacted by this time, they shall contact the employee.
   1. The SAC shall not backfill employee jobs with Overtime until contact has been made with the employee.
6. When Jury Duty is complete, employees shall contact the SAC to coordinate return to work scheduling.

**ARTICLE 29**

**PHYSICAL TRAINING RELIEF GUIDELINES**

As stipulated in 10 CFR 1046, the Company shall maintain an approved Physical Training (PT) Program (the Program) administered by the Shift Commanders.

Section 1. General Guidelines

1. Employees PT to maintain the required Physical Fitness level to qualify for their Standard.
2. Protective Force Operations shall publish an accurate monthly training schedule that includes the two (2) Rotating Group on-shift PT opportunities.
3. The Relief Element supervisors shall assign the appropriate number of employees for relief to accomplish PT on-shift.
4. Employees in a remedial PT program must be relieved on-shift and PT on-site in coordination with Physical Fitness Specialist supervision.
5. Employees working Overtime shall not be offered an opportunity to PT.
6. Physical Readiness Assessments (PRAs) shall not count as PT opportunities, unless employees so choose.
7. Rotating Group employees who PT before or after shift, or on their days off, are still required to PT on-shift.
8. The Program shall be periodically reviewed by the Business Agent and the Protective Force Department Manager for compliance and effectiveness.

Section 2. Opportunities, Time, and Pay

* + 1. For Rotating Group employees, the Program provides three (3) PT opportunities during their work set. These employees shall be given two (2) PT opportunities on-shift, Monday thru Friday excluding Holidays. Their third PT opportunity shall be off-shift, at a place of their choosing, and paid at time and on-half (1.5) their base hourly day rate for one (1) hour.
  1. Employees, not given the opportunity to PT on a scheduled PT day, shall be paid at time and one-half (1.5) their base hourly day rate for one (1) hour.
  2. Employees, absent and utilizing a benefit on a scheduled PT day, shall be paid at time and one-half (1.5) their base hourly day rate for one (1) hour.
     1. Employees, absent and utilizing a benefit on a scheduled PT day, shall not be considered a priority for PT on the next scheduled PT day.
  3. Rotating Group employees shall have a minimum of forty (40) minutes and a maximum of seventy-five (75) minutes for PT and Change Time. The time starts at firearm turn in and ends at firearm retrieval.
     1. Employees who are not housed in 12-142 shall have a maximum of ninety (90) minutes.
     2. Rotating Group time limits shall be monitored, and exceeding these time limits may subject employees to Disciplinary Action based upon individual circumstances.
  4. All employees shall participate in the Program unless excused by the Area Officer. When excused, employees shall forfeit their PT opportunity and PT pay for that day.
     1. Employees, excused by the Area Officer, shall not be considered a priority for PT on the next scheduled PT day.
  5. SRT shall PT on-shift and are not eligible for PT pay.
     1. For Special Shift employees, the Program provides three (3) PT opportunities during their work set. These employees shall PT off-shift, at a place of their choosing, and be paid at time and one-half (1.5) their base hourly day rate for three (3) hours.

**ARTICLE 30**

**SECURITY MEASURES**

A. Anti-sabotage, anti-espionage, and plant-protective measures, including access to the Pantex Plant, prescribed by the Cognizant Government Agency or their representative, shall be binding upon the Company, 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 Pantex Plant and otherwise made available to employees. Violations of any of these rules or regulations shall be grounds for Discipline, including immediate Discharge.

1. Discharges directed by the Cognizant Government Agency for suspicion or subversive activities shall be handled per the directives issued by the Cognizant Government Agency.
2. It is understood the Company has no control over the granting of Security Clearances, which are required for initial and continued employment with the Company. It is recognized the Company shall not employ any person whose employment constitutes a security risk and is not in the best interest of the Government. The Company may be instructed by a Government agency, which has control over the operation of the Pantex Plant, to deny employment to or remove from the Payroll and exclude from the Pantex Plant area any person whose employment or continued employment is deemed not in the best interest of the Government. In such cases, the Parties shall abide by the determination of the Government agency.

1. Grievances shall not be processed through the Grievance Procedure, nor submitted to Arbitration, with respect to the determination.

**ARTICLE 31**

**BUSINESS AGENT AND PRESIDENT**

1. In an effort to further our common interest and to create a proactive and harmonious Labor and Management relationship and to enable the Union increased proactive involvement in Safety and Health, the Business Agent and President shall be released from regularly assigned Protective Force job duties.
2. The Business Agent and President 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 resolution, membership representational duties, worker Safety and Health issues, and other appropriate liaison activities.
3. The Business Agent and President shall be placed on Day Shift and their normally scheduled work hours shall be 0700 to 1700, Monday thru Friday. It is recognized that a flex schedule of these hours may be appropriate from time to time. The Business Agent and President shall report directly to the Protective Force Department Manager. The Company reserves the right to assign the Business Agent and President to Protective Force job duties in emergency situations, as defined in Article 3.
4. Employees shall maintain, at a minimum, FPRS while fulfilling the role of Business Agent or President. Wages shall be paid as stipulated in the Agreement.

1. The Business Agent and President may maintain their qualifications to perform the job from which they came, and to which they may return.

1. Overtime, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Agreement.
2. The Business Agent and President shall continue to accrue Service Credits and Bargaining Unit Seniority.
3. It is further recognized and agreed that the functions assigned to the Business Agent and President 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 the work to be considered as being encompassed within the Certification of the Union.
4. The Parties are confident that this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation, resulting in improved safety performance, increased employee and Union involvement in proactive dispute avoidance, and improved employee, Union and Company communication.

**ARTICLE 32**

**UNION SAFETY OFFICER**

1. In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor and Management working relationship and to enable the Union to have increased proactive involvement in Safety & Health, the Safety Officer shall be released from regularly assigned Protective Force job duties.
2. The Safety Officer shall be placed on Day Shift and normally scheduled work hours shall be 0700 to 1700, Monday thru 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 Division Safety Officer. They shall also work with the Business Agent and President to resolve Protective Force Safety & Health issues.
3. The normal Job Bid and Promotions Procedure shall be modified and waived for the purpose of filling the Safety Officer position.
   1. The Union Executive Board based upon applications and interviews of interested Bargaining Unit employees shall make a selection for the Safety Officer position.
      1. Final selection shall include concurrence from the Division Safety Officer.
4. Employees shall maintain, at a minimum, FPRS when accepting the Safety Officer position. Wages shall be paid as stipulated in the Agreement.

1. The Safety Officer may maintain their qualifications to perform the job from which they came, and to which they may return.

1. It is agreed that employees accepting the Safety Officer position shall remain in the position for a period of at least three (3) years, unless released by mutual agreement between the Parties for non-performance issues. Employees may make a request under extenuating circumstances to be released from the balance of the three (3) year commitment. The Parties shall not withhold such release unreasonably.
2. Released employees shall be offered the opportunity to return to their prior Job Classification and title, unless denied for reasonable cause. They shall retain all rights and benefits as stipulated in the Agreement.
3. If an employee is released from the Safety Officer position, their vacancy shall be filled as stipulated in this Article.
4. The Company reserves the right to assign the Safety Officer to Protective Force job duties in emergency situations, as defined in Article 3.
5. Non-Safety Officer related Overtime assignments, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Agreement.
6. The Safety Officer shall continue to accrue Service Credits and Bargaining Unit Seniority.
7. The Parties are confident this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation resulting in improved safety performance, increased employee and Union involvement in proactive Safety and Health problem solving, and improved employee, Union and Company communication.

**ARTICLE 33**

**CULTURE ADVOCATE**

1. In an effort to further our common interest and obligation toward the creation of a harmonious and proactive Labor and Management working relationship and to enable the Union to have increased proactive involvement in culture issues, the Culture Advocate (the Advocate) shall be released from regularly assigned Protective Force job duties.
2. The Advocate shall be placed on Day Shift and their normally scheduled work hours shall be 0700 to 1700, Monday thru Friday. It is recognized that a flex schedule of these hours may be appropriate from time to time. The Advocate shall report directly to the Plant General Manager or designee. Reporting to a designee shall require the concurrence of the Business Agent. The Advocate shall also work with the Business Agent and President involving culture issues.
3. The normal Job Bid and Promotions Procedure shall be modified and waived for the purpose of filling the Advocate position.
4. The Vice President may serve as the Advocate.
5. Should the Vice President choose not to serve as the Advocate, the Union Executive Board, based upon applications and interviews of interested Bargaining Unit employees, shall make a selection for the Advocate position.
6. Employees shall maintain, at a minimum, FPRS when accepting the Advocate position. Wages shall be paid as stipulated in the Agreement.

* 1. The Advocate may maintain their qualifications to perform the job from which they came, and to which they may return.

1. It is agreed that employees accepting the Advocate position shall remain in this position, unless released for non-performance issues. Employees may make a request under extenuating circumstances to be released from the position and the Parties shall not withhold such release unreasonably.
2. Released employees shall be offered the opportunity to return to their prior Job Classification and title. They shall retain all rights and benefits as stipulated in the Agreement.
3. When an employee is released from the Advocate position, their vacancy shall be filled as stipulated in this Article.
4. The Company reserves the right to reassign the Advocate to Protective Force job duties in emergency situations, as defined in Article 3.
5. Non-Advocate related Overtime assignments, if any, shall continue to be offered on days off. Overtime shall be scheduled and paid as stipulated in the Agreement.
6. The Advocate shall continue to accrue Service Credits and Bargaining Unit Seniority.
7. The Parties are confident this arrangement shall provide the catalyst for a significantly increased level of Labor and Management cooperation, resulting in an improved culture, increased employee and Union involvement in proactive culture issue problem solving, and improved employee, Union and Company communication.
8. Duties include, but are not limited to the following guidelines:
9. Interface with management and employees to effectively resolve culture related concerns. Identify, evaluate, and assist in mitigating emerging issues. Demonstrate initiative, judgment, and discretion while performing work assignments. Provide support for compliance with DOE Orders and other applicable policies, including Pantex Plant policies, and guidance related to culture.
10. Actively support the culture related initiatives. Assist with development and implementation of strategic plans. Support ongoing culture initiatives and special projects. Conduct and support programmatic self-assessments.
11. Document activities, track corrective actions, and closures of issues. Assist in the evaluations of culture issues and recommend cost effective and efficient corrective actions. Prepare complete, accurate, and concise reports in a timely manner. Review and provide training to employees with respect to culture policies and initiatives.
12. Attend meetings and interface with other organizations to address culture issues.
13. Conduct quantitative and qualitative surveys and evaluations of workplace culture conditions and activities to ensure issues have been identified, analyzed, and mitigated and to assess compliance with DOE Orders and other applicable policies, including Pantex Plant policies and guidance related to culture.
14. Ensure Stop/Pause Work Authority is communicated and understood.
15. Complete training provided and funded by the Company to effectively perform duties.
16. Interface with subject matter experts on an as needed basis.

**ARTICLE 34**

**DURATION**

The Agreement shall become effective as of June 12, 2017 (except for those Articles wherein a different date is applicable) and shall continue in effect until midnight June 5, 2022, and shall automatically be renewed thereafter from year to year unless either Party notifies the other Party in writing sixty (60) calendar days prior to the expiration date that they desire to terminate or modify the provisions of the Agreement.

IN WITNESS WHEREOF the Parties hereto by their duly authorized representatives have caused copies hereof to be executed this 1st day of June 2017.

**Consolidated Nuclear Pantex Guards Union**

**Security, LLC**

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Diane Grooms Scotty D. Henderson

Chief Human Resources Officer President

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Isaac De Los Santos Daniel Creeden

Labor Relations Manager Vice President

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Barbara Greene Jeremiah F. White

Labor Relations Business Agent

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Mike Stumbo Randy Schlegel

Protective Force Director Committee Member

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Jeff Oldham Wade Blake

Protective Force Chief Committee Member

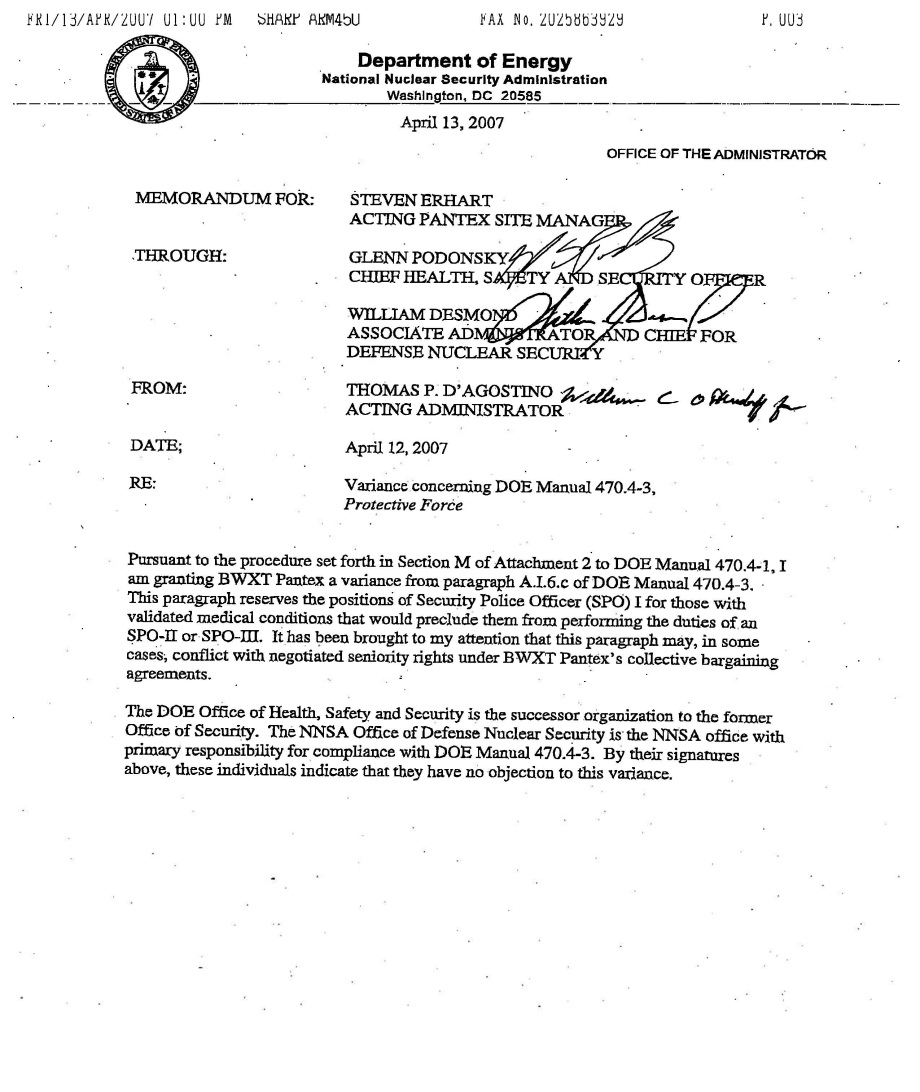
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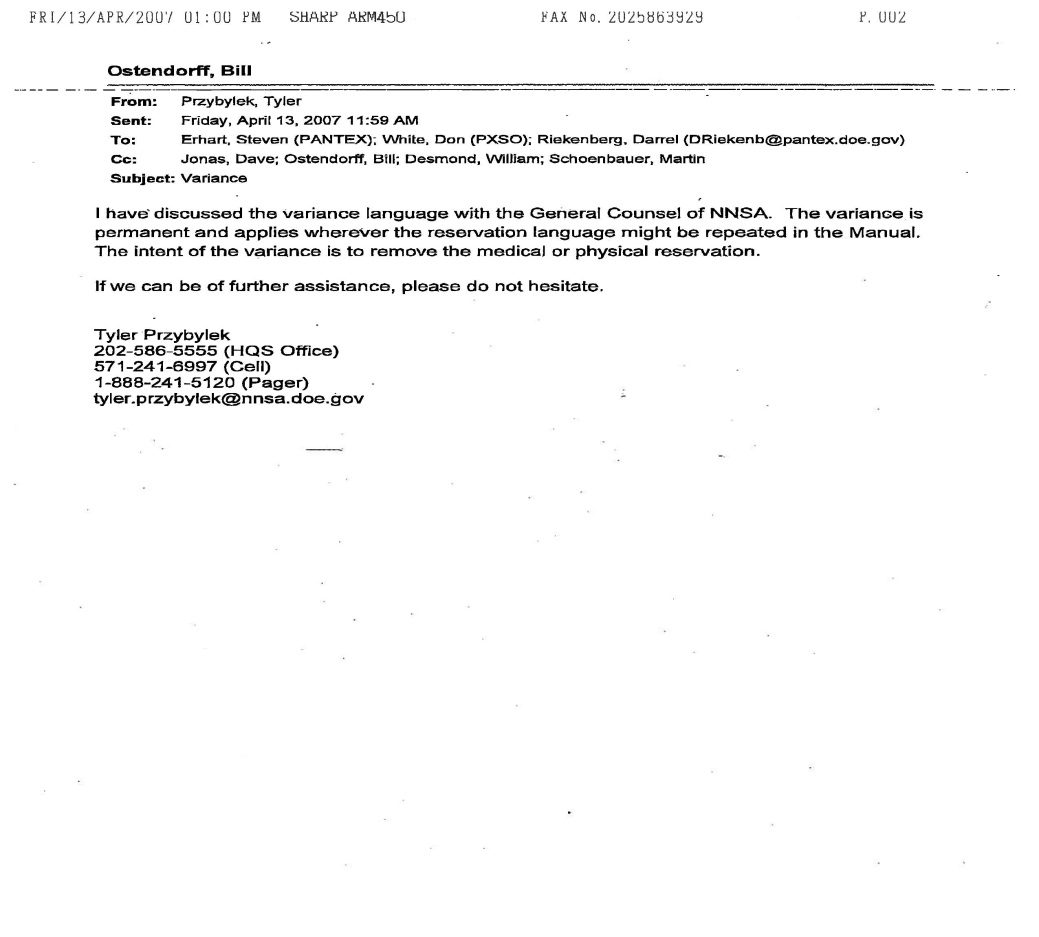
Randy Boone John Cobb

Protective Force Training Manager Committee Member

**APPENDIX A**

**VARIANCE**





**APPENDIX B**

**FIXED POST READINESS STANDARD (FPRS)**

**QUESTION AND ANSWER INFORMATIONAL SHEET**

1. **Can a FPRS employee move to a higher standard?** *Yes. The employee shall be required to attain a recommendation from their personal physician with concurrence from the PPMD.*
2. **Can an employee be drafted to the FPRS?** *No. Employees assigned to a shift where meeting the FPRS is allowed, may elect to meet the FPRS if the criteria is met or elect to meet the BRS or ARS.*
3. **Is there a limit to the duration an employee can meet the FPRS?** *Yes. There shall be a ten (10) year maximum cumulative accrued and total time in the FPRS. These years did not have to be consecutive. For example, at age forty (40), an employee has met all the criteria to meet the FPRS and elects to do so. At age forty-five (45) the employee elects to move to the BRS based upon the criteria to move to a higher standard. The employee meets the BRS standard for five (5) years until age fifty (50.) At age fifty (50) the employee again has met the FPRS selection criteria and elects to meet the FPRS. At age fifty-five (55) the employee would have met the FPRS for the maximum allowable ten (10) year period. The employee shall then have to qualify at a higher standard or be placed in the Limited Duty and Case Worker Program, Article 24.*
4. **Shall certain Special Shift positions/assignments be designated as FPRS?** *No. Special Shift employees can be assigned to any post on their respective shift. All of the employees are allowed to meet the FPRS rather than all of the positions being designated as FPRS.*
5. **What happens to an FPRS employee who is affected by a reduction in Special Shift positions/assignments or fails to maintain their bid?** *The employee shall be assigned to Rotating Group by seniority where an FPRS vacancy exists.*
6. **During a reduction in Special Shift positions/assignments, there are more affected FPRS employees than positions/assignments available on Rotating Group. What shall occur?** *Seniority shall prevail. For example: during a reduction in Special Shift positions/assignments one (1) FPRS employee is affected and no FPRS positions/assignments are available on Rotating Group; then the affected Special Shift FPRS employee could exercise their seniority rights and displace/bump the junior FPRS employee on Rotating Group.*
7. **What recourse does the junior affected FPRS employee have?** *The junior affected employee shall be placed on Limited Duty as stipulated in Article 24 Section 2 for a period not to exceed twelve (12) months. If the affected employee does not make a successful attempt to meet at least the BRS, or no FPRS opening occurs by the end of Limited Duty, the employee shall be placed in the Caseworker Program as stipulated in Article 24 Section 3.*

**APPENDIX C**

**INCLEMENT WEATHER STAFFING MATRIX**

**AND EXTENDED HOURS OF WORK REST PLAN**

ADDENDUM 1 – EXTENDED HOURS OF WORK REST PLAN

Scope:

Safety and Health – Fit for Duty for Security Police Officers (SPOs) that are required to work extended hours due to emergency response, Inclement Weather, or drafted to fill baseline positions.

Purpose:

To provide guidance for Shift Commanders to allow rest periods for employees that are required to work over twelve (12) consecutive hours during any shift.

Execution:

Emergency Response – The Senior Security Incident Commander in the Incident Command Post (ICP) will be responsible for executing the Rest Plan during emergency operations in accordance to the ICP Plan.

Inclement Weather – During times that Site Management make the determination that road conditions warrant the need to close the Plant and freeze rotations for essential personnel, the On-Duty Shift Commander shall implement a Rest Plan for all employees with the following guidance:

1. The Shift Commander, or designee, will develop a Rest Plan by following the approved Inclement Weather Staffing Matrix to identify employees who can be used as the Relief Element.
2. The Shift Commander may establish multiple rest locations to limit travel for employees, i.e., PPA, LA, PA, Zone 12 South, and Zone 4.
3. The rest periods will start as soon as reasonably possible after setting up rest locations, and establishing a Relief Element.
4. The preferred rest period will be four (4) hours but may require adjustment due to the number of Relief Element personnel.

Drafting Employees – In the event a Security Police Officer (SPO) is drafted to fill baseline positions that will require them to work more than twelve (12) consecutive hours, the Shift Commander will offer a rest period to ensure the drafted SPO remains Fit for Duty.

1. The Shift Commander, or designee, will conduct a Fit for Duty assessment on any drafted SPO when they have worked twelve (12) consecutive hours beyond their original report time.
2. If the drafted SPO or the Shift Commander identify that the SPO: is not Fit for Duty; or may not be able to travel home after the extended shift, the Shift Commander shall provide a rest period with the following guidance:
   1. The Shift Commander can move the drafted SPO to a patrol that may be over-watched by another patrol for a rest period.
   2. The drafted SPO can be allowed a rest period on their current post/patrol with partner or supervisor over-watch.
   3. The Shift Commander can utilize an Area Officer to relieve the drafted SPO of their duties for a rest period.

**APPENDIX D**

**SCENARIOS FOR MILITARY TRANSFERS FOR ANNUAL TRAINING**

**Scenario 1**

Employee requests a two day transfer to attend Weekend Drill. Employee transfers to work two of their days off before that weekend.

M T W T F S S M T W T F S S

**o o o o w w w w o o o o w w**

**o o w w w o o w o o o o w w**

In this scenario, employee shall be paid for three regular Workdays for that Workweek.

**Scenario 2**

Employee requests a three day transfer to attend Weekend Drill, and needs Friday off because they are working Nights or needs a travel day. Employee transfers to work three of their days off before that weekend.

M T W T F S S M T W T F S S

**o o o w w w w o o o o w w w**

**o o o w w w w w w w o o o o**

In this scenario, employee shall be paid for three regular Workdays for that Workweek.

**Scenario 3**

Employee requests a three day transfer to attend Weekend Drill, and needs Monday off for a travel day. Employee transfers to work two of their days off before that weekend and one of their days off after that weekend.

M T W T F S S M T W T F S S

**w o o o o w w w w o o o o w**

**w w w o o o o o w w w o o o**

In this scenario, employee shall be paid for three regular Workdays for each Workweek.

**Scenario 4**

Employee requests a four day transfer to attend Weekend Drill, and needs Friday and Monday off for travel days. Employee transfers to work three of their days off before that weekend and one of their days off after that weekend.

M T W T F S S M T W T F S S

**o o o o w w w w o o o o w w**

**w w w o o o o o o o o w w w**

In this scenario, employee shall be paid for three regular Workdays for each Workweek.

**Scenario 5**

Employee requests a transfer for travel days before and after attending Weekend Drill. Employee uses two of their fifteen (15) Military Annual Training days for Saturday and Sunday and needs Friday and Monday off for travel days. Employee transfers to work one of their days off prior to that weekend and one of their days off after that weekend.

M T W T F S S M T W T F S S

**o o o o w w w w o o o o w w**

**w o o o o T T o o o o w w w**

In this scenario, employee shall be paid for one regular Workday and two Military Annual Training days for the first Workweek and three regular Workdays for the second Workweek.

**Scenario 6**

Employee requests a transfer of days before attending Annual Training. Employee transfers to work days off prior to the Annual Training.

M T W T F S S M T W T F S S M T W T F S S

**o o o w w w w o o o o w w w w o o o o w w**

**w w w w o o o o o o o T T T T o o o o T T**

In this scenario, employee shall be paid for those regular Workdays for that Workweek only.

**o** = day off

**w** = Workday

**red** = transfer day

**T** = Annual Training Day