

**AGREEMENT**

**between**

**THE CONSTELLATION  
NUCLEAR  
SECURITY, LLC**

**and**

**NATIONAL UNION OF NUCLEAR  
SECURITY OFFICERS (NUNSO)**

**A DIVISION of the  
UNITED FEDERATION LEOS-PBA  
LAW ENFORCEMENT OFFICERS  
SECURITY POLICE  
BENEVOLENT  
ASSOCIATION at**

# **BRAIDWOOD NUCLEAR**

**EFFECTIVE DATE: April 26, 2024**

**EXPIRATION DATE: April 26, 2027**

**AGREEMENT BETWEEN  
THE CONSTELLATION NUCLEAR SECURITY,  
LLC  
CORPORATION AND  
NATIONAL UNION OF NUCLEAR SECURITY  
OFFICERS (NUNSO) A DIVISION OF THE  
UNITED FEDERATION LEOS-PBA LAW  
ENFORCEMENT OFFICERS SECURITY POLICE  
BENEVOLENT ASSOCIATION**

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## **PREAMBLE**

This AGREEMENT entered into by The Constellation Nuclear Security, LLC, hereinafter referred to as the “Employer,” and the National Union of Nuclear Security Officers (NUNSO) A Division of the United Federation LEOS-PBA Law Enforcement Officers Security and Police Benevolent Association, 1717 Pennsylvania Ave NW, 10th Floor, Washington, D.C. 20006, hereinafter referred to as the “Union.”

## **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and regular part-time security officers performing security duties as defined in Section 9(b)(3) of the Act, as amended, for the Employer at the Braidwood Nuclear Site of the Constellation Corporation, but excluding all production and maintenance employees, all office clerical employees, technical employees, professional

employees, all supervisors, trainers, leads and managers as defined in the Act and all other employees, National Labor Relation Board (NLRB) Case No. 13-RC-270906.

## **ARTICLE 2 MANAGEMENT RIGHTS**

This Agreement shall not be construed to infringe or impair any of the normal management rights of the Employer, which are not inconsistent with the provisions of this Agreement. Included among management rights is the right to hire new employees and direct the working forces; the right to discipline, suspend or discharge employees for just cause; the right to assign shifts; the right to require employees to observe Employer, and Nuclear Regulatory Commission (NRC) policies, rules and regulations not inconsistent with this Agreement; the right to plan, direct, control, continue or discontinue operations; the right to establish and change work schedules and assignments; the right to select and determine the number and type of employees required; the right to determine the method and manner of operations and the number of employees necessary to perform operations;



the right to establish the standards of work performance for employees; the right to introduce new or improved methods; the right to change existing business practices. This statement of management rights which remains unimpaired by this Agreement is not intended to exclude others, which are not mentioned herein. The right of the Employer to make rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and to the employees, to require compliance therewith by employees, is recognized.

### **ARTICLE 3**

#### **UNION MEMBERSHIP**

Section 3.1 An employee who is not a member of the Union at the time of this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30<sup>th</sup>) day following employment, whichever is later, as a condition of continued

employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Section 3.2 Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly requires as a condition of acquiring or retaining membership in the Union or, in the alternative, by tending to the Union financial core fees and dues, as defined by the U.S. Supreme Court in **NLRB v. General Motors Corporation**, 373 U.S. 734 (1963) and **Beck v. Communications Workers of America**, 487 U.S. 735 (1988).

Section 3.3 In the event the Union requests the discharge of an Officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently

determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that employee.

Section 3.4 Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

## **ARTICLE 4**

### **CHECK-OFF**

Section 4.1 The Employer agreed to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a

properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (LEOS-PBA) within fifteen (15) days after the first regular payday of the month and the Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform the International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e., medical leave, military leave, promotion out of the bargaining unit etc.

Section 4.2 The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15<sup>th</sup>) of the month proceeding the date that deductions are to be made.

Section 4.3 The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

## **ARTICLE 5**

### **UNION REPRESENTATION**

Section 5.1 In order to provide a system of Union representation on the site, the Union shall

be represented by at least one (1) steward or designee per crew.

Section 5.2 Any steward requiring representation may be represented by another steward or a Local Union Official.

Section 5.3 No employee shall serve as steward or alternate while on leave of absence or layoff.

#### Section 5.4

(a) The names of the stewards, or designee, and Local Union Officials shall be given to the Employer in writing signed by the Chief Steward of the Local or National Union or their designee before the effective date of their appointment.

(b) The Employer will give the Chief Steward or National Union a written list of its supervisors who will function under the grievance procedure.

Section 5.5 Four (4) Union officials will be granted time off for periodic Union meetings. This may be arranged by rescheduling their days

off for said workweek. The Local Chief Steward or National Union shall notify the Employer of the employees (Union officials), so effected, the day(s) effected, and whether the noted Union official wishes to have their days off rescheduled. The notifications for said meetings must be received no later than two (2) weeks in advance by the Sr. Manager of Site Security, or designee in writing, at which time the approval will be granted and not be subject to future changes.

## **ARTICLE 6**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Constellation Nuclear Security, LLC adheres to a strict policy of nondiscrimination in all its employment policies and practices including recruiting, hiring, training, benefits, promotions, transfers, and treatment on the job. Constellation is committed to providing equal employment opportunities to all applicants and employees regardless of race, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, disability, status as a covered veteran or other military status or union activities.

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

Section 7.1 For the purpose of this Agreement a grievance is defined as a difference of opinion between the Employer and an employee or Union regarding only the meaning or application of this Agreement, but not involving any change in or addition to such provisions, presented to the Employer in writing within ten (10) days after it occurred, or when the employee or Union became aware of it, or should have become aware of it, stating, in addition to the employee's version of the facts, the specific portion of the Agreement allegedly violated, the date the alleged violation occurred and signed by the employee and the Union representative.

An employee who is disciplined and whose unescorted access has been denied will be able to grieve the discipline decision through the contractual grievance arbitration procedure. The decision regarding access will continue to be contested through the Company's appeal procedure.



If the employee's unescorted access is denied, then the employee (appellant) will have ten (10) business days upon receipt of a denial of access letter to initiate the appeal. To appeal, the employee must contact the Access Authorization/Fitness for Duty Program Manager in writing. The appellant employee may be accompanied by a union representative, business agent, or other preferred representative, such as an attorney at the appeal.

Section 7.2 An employee and/or Union Representative may consult directly with their Security Shift Supervisor on a matter which does not necessarily constitute a grievance. In any case where an employee is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, on which they have informally consulted with their Security Shift Supervisor, the Union may submit the complaint as a grievance.

### STEP 1

The grievance shall first be submitted by the Union to the Manager, Security Operations, or Designee, in writing and signed by the employee, within ten (10) days from the date of the occurrence of the incident, or when the employee or Union became aware of it, or should have become aware of it; and if more than said ten (10) days elapse, the Union shall be barred thereafter from processing the complaint as a grievance. The Manager, Security Operations, or Designee, shall, within ten (10) days after receiving the grievance, render their decision in writing.

### STEP 2

If the grievance has not been settled satisfactorily under the above procedure, the Union's Local Chief Steward, National Union or International Representative or Designee may submit the grievance to the Employer's Manager, Site Security or Designee and Human Resources Representative within ten (10) days after receipt of the above initial decision by the Employer's representative. The Employer's Sr. Manager, Site Security or Designee shall, within ten (10) days

after receipt of the grievance, render a decision thereon in writing.

### STEP 3

Within 10 days of the Employer's Step 2 answer, if the grievance is not resolved satisfactorily, the Union's Local Chief Steward, National Union or International Representative or Designee shall request a discussion with the Labor Relations Liaison and Sr. Manager, Site Security or their Designees in order to resolve the matter within fifteen (15) days. This meeting of discussion may take place in person or via teleconference. The discussion or meeting with the Local President, International Representation, Labor Relations Liaison or their Designees shall be conducted within fifteen (15) days following the request. The written decision of this Labor Relations Liaison or Designee shall be provided to the Local and International within fifteen (15) days of the decision.

### STEP 4

If the grievance has not been settled satisfactorily under the above procedure, the International Union may submit the grievance for

arbitration by written notice to the Employer's Director of Labor Relations or Designee within fifteen (15) days after receipt of the decision by same.

Section 7.3 Within ten (10) days after receipt of the above referenced notice to the Director of Labor Relations or Designee, the Union may request the Federal Mediation and Conciliation Service to nominate seven (7) persons who are members of the National Academy of Arbitrators. The Union and the Employer each shall eliminate three (3) of the persons so nominated by each eliminating one (1) at a time. The remaining nominee shall be considered to have been selected by the agreement of the parties and shall then become sole arbitrator. Failure to submit the grievance to the Federal Mediation and Conciliation Service with a copy of the letter of submission to the Employer within the required time period means the grievance is not arbitratable and cannot be processed further.

Section 7.4 Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the

Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to these time limitations. Failure of the Employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure.

Section 7.5 The award of such arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The arbitrator may consider and decide only the particular grievance presented in the written stipulation of the Employer and the Union, and the arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room if any incurred with the arbitration. If a transcript is taken at the Arbitration Hearing, it is understood that said

transcript will constitute the official record of the Hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript. The Employer and the Union are responsible for the wages and expenses of its own representatives and witnesses.

Section 7.6 Grievances involving discharge or indefinite suspension will be presented directly to the second step of the grievance procedure.

Section 7.7 In calculating time for purposes of this Article, Saturdays, Sundays, and the holidays cited in Article 15, shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties.

Section 7.8 In accordance with Arbitrator Charles Ipavec's award in F.M.C.S., 84K/11847 dated September 17, 1984; no more than one (1) dispute may be submitted to any one (1) arbitrator at any one time in any one (1) case, except by mutual written agreement of the parties.

## **ARTICLE 8**

### **NO STRIKES - NO LOCKOUTS**

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

Section 8.2 During the term of this Agreement, the Employer will not lock out the employees. The term "lock-out" as used herein does not include the failure to return to work of employees or the discharge,

suspension, termination, shutdown, layoff, or failure to recall by the Employer or the exercise of any of the management rights normally possessed by the Employer.

## **ARTICLE 9**

### **DEFINITIONS**

Section 9.1 A "regular full-time employee" under this Agreement is one who is regularly scheduled a minimum of forty (40) hours per week.

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

- a) the physical and mental examinations and re-examinations as required by the United States Government and/or the State Government, and the employer;
- b) and passes all the necessary firearms training requirements and meets all necessary firearms qualifications and re-qualifications as required by the



United States Government, and/or the State Government and the employer; carries a firearm as part of their job requirements;

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

## **ARTICLE 10**

### **SENIORITY**

Section 10.1 Security seniority is defined as the total length of an employee's service as a security officer with the Braidwood Station. Such seniority shall be computed from the first day worked at the Braidwood Station in a classification in the said bargaining unit.

Employees who are laid off as a result of forced reduction will not accrue seniority for the purpose of wage/benefits entitlement for the period of said layoff.

Section 10.2 An employee, hired on or after August 12, 2021 must have one hundred and eighty (180) calendar days of actual service with the Employer in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on probation and he may be disciplined, or their services may be terminated at the sole discretion of the Employer without any recourse by said probationary employee to the grievance procedure set forth in this Agreement. The Union does not represent probationary employees. The Employer, in exercising its rights in this Section, will not violate Article 6 of this Agreement. At the end of such probationary period, the employee shall acquire seniority from the first day worked, as mentioned in Section 10.1 above.

Section 10.3 Where two (2) employees have the same first day worked for the Employer, the employee whose last name is alphabetically first

will be regarded as the senior employee of record for the seniority provisions of this Agreement.

Section 10.4 Seniority shall govern in layoff and recall providing the employee(s) who remain have the demonstrated ability, job knowledge and capacity to perform the necessary work with the employee's job organization and shift opening/assignments. Layoffs shall be made in the following order at the Braidwood site:

- a) Probationary employees
- b) Non-probationary full-time employees

Full-time non-probationary employees shall be laid off on the basis of Job classification, seniority, Disciplinary and Attendance Records. Recalls shall be made in the reverse order of layoffs.

It is understood that there are no voluntary layoffs. Recalls shall be made in the reverse order of layoffs.

Section 10.5 An employee shall lose all seniority rights, if he:

- a) quits
- b) is discharged for just cause
- c) is absent from work for two (2) working days without notifying the Employer or fails to return from an approved leave of absence on the scheduled date of return, except where such employee shows reasonable cause for failure to give such notice or failure to return to work, which reason is acceptable to the Employer.
- d) fails to work following recall after a layoff within three (3) days after being notified by telegram or registered mail, use of which means shall be considered to be notification, sent to their last know address, except where such employee (within thirty (30) calendar days but not thereafter) shows reasonable cause for failure to so report, which reason is acceptable to the Employer.

- e) is laid off, for a continuous period of one (1) year or more or length of employment, whichever is less, or is off sick and all Company approved leave has been exhausted.
- f) fails to meet a qualification or requalification requirement in accordance with the Site Security Plan or Government Agency.
- g) is permanently denied unescorted site access.

Section 10.6 The Employer agrees to furnish the Local Union with an up-to-date seniority list in January and July of each year of the Contract. The Employer agrees to furnish the unions National and International Representative with an up-to-date seniority list once a new hire class has been qualified and ready for shift work.

Section 10.7 An employee who transfers out of the bargaining unit to a supervisory position will not accumulate seniority. If the employee returns to the bargaining unit within this three (3) month period, the employee will lose their seniority rights in the bargaining unit for the period of time

while he was out of the bargaining unit. If the employee remains outside the bargaining unit over three (3) months, their seniority will be terminated in the bargaining unit.

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

Section 10.9 Crew re-bid will be allowed only once a year and shall be based on seniority. The re-bid will take place after all annual Force-on-Force training has been completed and before the next Force-on-Force annual training cycle begins.

Crew re-bids will occur from October 1 to October 21 each year and will take effect on the second pay period of the following year. Crew openings occurring during the course of the year will be filled based on seniority. The Company will attempt to follow the current crew re-bid process when filling positions outside the annual bid process. However, management reserves the right to fill open positions based on operational necessity.

### Section 10.10 First Right of Return

Security Officers who are involuntarily moved to a different shift (days or nights), shall be afforded the first right of return to that shift on either crew where an opening exists, prior to filling that position through any other means proscribed in this agreement. The Officer in question shall be given one opportunity to exercise this right, regardless of what crew the opening is on, and will forfeit the right of first return should they reject the opportunity to move at this time. Should they reject the opportunity to move back to their original shift, any future changes shall be made in accordance with the provisions of the collective bargaining agreement.

Officers who are moved on a temporary basis shall move independently of and not be covered by this Section.

## **ARTICLE 11**

### **JOB CLASSIFICATION CHANGES**

Section 11.1 For the purpose of State Law Illinois Revised Statutes, Chapter 111, employees

who are laid off will be considered terminated relative to the appropriate provisions of said legislation. Accordingly, the Employer agrees to:

- 1) Provide a copy of the requisite training certificate/documentation to the individual's subsequent Employer.
- 2) To maintain a copy of all such training certificate/documentation on file during the period of the employee's lay off.

The Union agrees:

- 1) That no employee will be able to work until they have returned to the Employer the training certificate/documentation referenced above.
- 2) That any employee who, for whatever reason, is unable to provide/return the material referenced above shall be required to successfully complete the requisite training certification as



designated by the Employer at their own expense.

## **ARTICLE 12**

### **HOURS OF WORK AND OVERTIME**

Section 12.1 The workweek shall commence consistent with the work schedule in place and end 168 hours later. The normal Shift Schedules will be as follows:

**AM Shift:** The workweek will commence at 12:00 P.M. on Saturday

**PM Shift:** The workweek will commence at 12:00 A.M. on Sunday

The foregoing is descriptive only.

Nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. It is understood that the workweek may be changed based upon the request of the Employer or due to operational necessities. In those cases, the

Union will be provided with reasonable advance notice of at least (2) weeks prior to the effective date.

Section 12.2 Overtime at the rate of one and one half (1 ½) times an employee's regular base, straight time wage rate will be paid to the employee for all hours actually worked in excess of forty (40) hours within the workweek. There shall be no compounding, duplicating or pyramiding of payments for the same hours worked under any circumstances of any description.

Section 12.3 Management will provide five (5) days notification when switching schedules from days to nights or nights to days.

**Section 12.4 Mandating of Overtime on Non-Scheduled Off Days.**

An employee providing notice and documentation acceptable to the Company at least 10 calendar days prior to a scheduled day off, may be excluded from mandated overtime on a scheduled day off if the employee satisfies the following conditions, and then at the sole discretion of management:

- a) The document is acceptable to the Company;
- b) The employee provides proof of attendance at said appointment.

The Union may not grieve the Company's decision that it cannot excuse an employee from mandatory overtime.

Furthermore, the Union may not grieve, and no grievance shall be processed against the Company, by the Union on behalf of any employee who is mandated to work in place of an employee excused under this provision.

Any employee excused from mandatory overtime under this provision shall not have their place altered or changed on any overtime list, and overtime not worked because of an excuse under this provision shall be counted against the employee for any overtime equalization and YTD total overtime determinations.

## **ARTICLE 13**

### **CALL-IN PAY**

Employees called to work or permitted to come to work without having been notified that there will be no work shall receive a minimum of six (6) hours pay at the appropriate rate they would have received had they worked. The Employer shall have the right to require the employee to work for this payment. If no work is available and the employee chooses not to work, they shall not receive call-in pay. Employees who get called into work less than four (4) hours prior to the start of shift, will receive a \$12 payment on the next pay-period following the call-in. This paragraph shall not apply where work is not available because of acts of God, catastrophe, or other conditions beyond the control of the Employer. This also applies for annual physicals and company investigations employees where employees called in on their day off will receive a minimum of four (4) hours at their appropriate rate of pay.

## **ARTICLE 14**

### **WAGES AND CLASSIFICATIONS**

The wage rates for classifications covered by this Agreement are set forth in Appendix A attached hereto and made a part of this Agreement.

Increases and decreases in the wages set forth in the attached Appendix A shall not be made effective during such time as an employee is absent due to sickness, accident or on an authorized leave of absence.

## **ARTICLE 15**

### **HOLIDAYS**

Section 15.1 The following nine days shall be designated as paid holidays as listed in the chart below as paid time off.

Where operations permit, employees are excused from duty on holidays observed on their regular workdays and paid a holiday allowance for the regular work schedule.

The Company observes the following holidays annually:

<b>New Year’s Day (January 1)</b>	<b>Thanksgiving Day</b>
<b>Martin Luther King Jr. Day</b>	<b>Day after Thanksgiving</b>
<b>Memorial Day</b>	<b>Christmas Eve (December 24)</b>
<b>Independence Day (July 4<sup>th</sup>)</b>	<b>Christmas (December 25)</b>
<b>Labor Day</b>	

For employees working a straight Monday Through Friday shift schedule, unless other notice is given, holidays falling on Sunday are observed on the following Monday, and holidays falling on Saturday are observed on the preceding Friday.

**Section 15.2** Holiday Pay Employees do not have the option of accepting pay instead of taking the day off on a holiday.

Employees who fail to report for work on a holiday that is part of their regular work schedule are not paid a holiday allowance.

Pay for all hours worked by an employee during the regularly scheduled workday on a Company-observed holiday will be at one and one-half (1.5) times the base rate plus their 8-hour holiday allowance.

Shift employees who work on the actual holiday when it falls on a Saturday or Sunday but who do not work the respective Friday or Monday observed by the Company, are paid time and one half (1.5) for all hours worked on the actual holiday. This pay practice applies only to the January 1, July 4, December 24 and December 25 holidays.

At no time shall a shift employee be paid time and one-half (1.5) for working both the Company observed holiday and the actual holiday unless it is an overtime situation.

Pay for all hours worked by an employee, outside their regular work schedule on a day observed by the Company as a holiday will be at double the base rate. All hours worked on a holiday which is observed on an employee's day of rest will be paid at double-time, in addition to a holiday allowance, when applicable.

Section 15.3 In order to receive pay as provided in Sections 1 and 2 of this Article, the employee must work their regularly scheduled workday before and complete their last regularly scheduled workday after the aforesaid holidays.

## **ARTICLE 16**

### **INSURANCE AND OTHER BENEFITS**

The following Company benefits will be provided under the same terms and conditions as the Company offers to non-represented, nonexempt employees each year and will be subject to any changes the Company makes to such plans and benefits. The Company will give the Union notice before it implements such uniform changes to such benefits:

- a) Medical (including hearing, prescription drug and wellness program)
- b) Dental
- c) Vision
- d) Life Insurance
- e) AD&D



- f) Health Care and Dependent Care Flexible Spending Accounts
- g) Group Legal Plan
- h) Employee Assistance Program'
- i) Employee Stock Program
- j) Long Term Disability Insurance
- k) Short-Term Disability Insurance
- l) Constellation Corporation Employee Savings Plan

1. Notwithstanding Article 16(k), newly hired bargaining unit employees shall not be eligible for short-term disability (STD) benefits until the employee has completed one hundred eighty (180) calendar days of employment as a regular full-time employee. Eligible bargaining unit employees will be paid STD at a rate of 70% of base pay up to 25 weeks and all employees must use one calendar week before starting STD or wait one calendar week before STD starts to be paid if the employee no longer has sufficient sick days. An employee can use earned vacation time during this time period if all of the employee's sick time has been exhausted.

Based on the sickness allowance set forth herein, the parties waive any applicable sick and/or safe leave law and/or other paid leave law to the extent permitted by law, including, but not limited to the provisions of Article 17.

2. Notwithstanding Article 16 (l), for bargaining unit employees who participate in the Constellation Corporation Employee Savings Plan, the Company matching contributions will be 100% of the first 5% of Employee contributions.

Employees will have the opportunity to “buy-up” additional STD coverage at the employee’s expense to 100% of covered pay from the employer’s paid coverage of 70% of covered pay. Employees who wish to purchase the STD buy-up will make the election annually during benefits open enrollment. This election will take effect beginning on January 1 of the following year.

The following company policies/programs shall be provided under the same terms and conditions as the Company offers such policies/programs to non-represented employees.

- (a) Adoption Assistance
- (b) Tuition Reimbursement
- (c) Bonding and Primary Caregiver Leave
- (d) Backup Child and Elder Care Services

Bargaining unit employees will be eligible for Backup Child and Elder Care Services as of January 1, 2022.

### **Notice to Union of Benefit Changes.**

The Company may implement changes to the benefit plans/programs/policies listed in this Article to the extent that it makes such changes for its nonrepresented employees. The Company agrees that it will not eliminate, materially change or amend the benefit plans/programs/policies listed in this Article as it relates to bargaining unit employees without providing the Union a minimum of thirty (30) days advance notice prior to any material change, amendment or elimination. The Company shall

meet with the Union during that 30-day period prior to implementation, or earlier if requested, to discuss such material changes, amendments or eliminations, if the Union requests such a meeting prior to the implementation.

**Benefits Administration.** Administration of the Plans, including the selection of vendors, is solely the responsibility of the Company.

## **ARTICLE 17**

### **VACATION TIME & SICK TIME**

#### **VACATIONS**

Vacation allows an employee appropriate time away from the job for rest, recreation, and relaxation. The time away from work should allow them to return to their jobs refreshed and more relaxed thereby leading to better job performance. Employees should ensure they are managing their time appropriately by scheduling and taking vacation within the current calendar year.

- A. Vacation days are granted at the beginning of the year and not earned for past service (includes employees on Family Medical Leave).

Effective August 12, 2021, all newly hired employees shall accrue vacation days prorated on a weekly basis during active employment.

1. Vacation days are accrued pro rata on a weekly basis during active employment. Employees may take their annual vacation allotment before it is accrued.
2. Employees receiving benefits under the Company's short-term disability or on a paid leave of absence will be eligible to accrue vacation. Employees who are on long-term disability or an unpaid leave of absence are not eligible to accrue vacation.
3. Employees who resign or are terminated will be paid for

accrued but unused vacation hours. If the vacation used exceeds accrued benefits at the time of termination, the excess benefits used will be recovered from final pay or other disbursements.

- B. Employees not actively working at the beginning of the year (e.g., on a personal leave of absence, or on a suspension, STD, LTD) shall be granted vacation days upon return to active employment in accordance with the provisions of this Article as outlined above. If an employee does not return to work, the employee will not earn vacation for the year and will not receive a vacation payout upon termination.

The following is the vacation schedule:

<b>Vacation</b>		
<b>Service</b>	<b>Vacation Hours</b>	<b>Total Days @ 12 Hour Shifts</b>
0-12 Months	36	3.0
Year 1	144	12.0
Year 2	156	13.0
Years 3-4	168	14.0
Years 5-9	180	15.0
Years 10-14	192	16.0
Years 15-19	204	17.0
Years 20-24	228	19.0
Years 25+	276	23.0

Employees will be charged in increments of a full day (based on the number of regularly scheduled work hours, on “super-crews” where one day a week is a regularly scheduled 6-hour day, only 6 hours will be charged against the vacation bank.

During the period November 1<sup>st</sup> through November 30<sup>th</sup> of each year, a vacation availability listing will be distributed to employees to solicit vacation preference by seniority. Based upon operational necessity, the

Employer may block off and prohibit requests from being submitted for days in which the Employer deems necessary, for example, outages, force on force drills or catastrophic events. The company will render a decision, based on operational needs, no later than December 31<sup>st</sup>. After the distribution is complete, any employee may choose remaining vacation slots on a first come, first served basis. In the event that more than one employee submits an application for the same period on the same day, the time period will be awarded by seniority.

There will be no joining or butting of vacation period over two twelve-month vacation periods.

### **New Hires**

Newly hired employees on or after August 12, 2021, will be granted vacation days after their probationary period according to the schedule above. During your first year of employment (within 365 days of hire), the newly hired employee is eligible for 36 vacation hours. On



each January 1, thereafter the employee will be granted vacation based on a weekly accrual basis effective January 1, 2022

Rehired employees will be granted vacation days based on the “Constellation Vacation Schedule (Table 1) chart above upon having served one year from the date of their rehire. Their previous service will count toward their total years of service, and they will be granted vacation days in accordance with Constellation Vacation Schedule, Table 1.

### **Carryover and Buyback**

An employee can carry over up to ten (10) vacation days into the following year and the company will buy back up to 60 hours of vacation at the employee’s request. Any employee who has more than ten (10) unused vacation days at the end of a year will be granted a number of vacation days in the following year so that the total number of vacation days shall be no more than the employee's normal allotment of vacation days plus ten (10) additional days.

Example one: An employee with a normal yearly allotment of 15 vacation days who ends the year with eight unused vacation days will begin the following year with a total of 23 vacation days.

Example two: An employee with a normal yearly allotment of 15 vacation days who ends the year with 12 unused vacation days will begin the following year with a total of 25 vacation days.

In no instance may an employee carry over more than ten (10) vacation days or have bought back more than 60 hours. Vacation hours bought back will be paid out the second full pay period of the following year.

### **Upon Termination**

Those employees who resign or are terminated will be paid for earned but unused vacation days. The termination date will be the last day worked. Those employees who retire are paid all earned but unused vacation as of their last day worked, regardless of their location.

## **Compensation For Vacation**

Vacation time is paid at an employee's current base salary or hourly wage. Constellation does not pay employees unused vacation days that cannot be carried over to the next year.

## **Approval of Vacation Time**

An employee's manager must approve all vacation in advance. Management has its own guidelines on scheduling and advance notice of vacation time. Approval of vacation time is contingent upon the needs of the business.

## **Vacation Donation Program**

Employees will be entitled to the terms of the Braidwood Security Vacation Donation Program, effective April 2, 2015.

## **SICK LEAVE AND PAID LEAVE**

Section 17.1 During the term of this agreement, full time employees will be credited with 48 hours of paid leave per year, available on January 1, beginning in the year after their hire. During the term of this agreement, full time employees upon their 91<sup>st</sup> day of employment will be eligible for paid leave time during their year of hire, based on the following:

Hired January 1 through March 31	48 Hours
Hired April 1 through June 30	40 Hours
Hired July 1 through September 30	28 Hours
Hired October 1 through December 31	16 Hours

Discipline will begin when two additional sick call outs (unpaid) have been utilized above 48-hour annual allotment.

Paid leave time, even if referred to as “sick time” in this provision, may be used for any reason for which leave can be used under the IL. Paid Leave for All Workers ACT. (“PLAWA”) on the terms set out by PLAWA.

Given that the Company provides a service critical to the health, safety and welfare of the people of Illinois, in certain limited circumstances, requests for PLAWA Leave may be denied in order to meet the Company's core regulatory or operational needs for the requested time period, including compliance with NRC rules or regulations.

In considering whether an employee's request for PLAWA Leave may be denied based on regulatory or operational needs, relevant factors that will be considered include:

- A. the Company's operational or regulatory needs;
- B. whether similarly situated employees are treated the same for the purposes of reviewing, approving and denying paid leave;
- C. Whether granting leave during a particular time period would significantly impact the business operations due to the Company's size; and

- D. whether the employee has adequate opportunity to use all paid leave time they are entitled to over a 12- month period.
- E. If said employee is sick and calls into work and the Employer insists that said employee must come into work based on operational needs, said employee may refuse to work if they provide a doctor's note and said employee will not be disciplined.

**Section 17.2** Employees are eligible for forty-eight (48) hours of sick time usable for purposes stated above during each calendar year, except as specified in the table above for new employees. The ability to carry over sick time for new employees will be prorated as indicated based upon the date of employment.

Each employee may carry over forty-eight (48) hours of sick time from calendar year to calendar year.

If so desired by the employee, one (1) (8- or 12-hour period) of sick leave time can be utilized as a personal day. However, a personal

day cannot be used on a Holiday or a scheduled training day. Personal days cannot be carried over from one year to the next. Only one personal day per calendar year may be utilized. Management will allow one Officer to utilize a personal day; one per crew per day. Any additional requests will require management approval and can be denied.

Employees may opt to have 48 hours of unused sick time bought back by the company rather than rolling over into the following year. For example, an employee having all 48 hours remaining may opt to roll over 24 hours and be paid for 24 hours. In no instance shall an employee be allowed to carry over more than 48 hours, providing a total available sick bank for the following year at max. 96 hours, or have bought back more than 48 hours. Sick hours bought back will normally be bought during the month of January as designated by the Company.

**Section 17.3** If the employee is off an entire scheduled work shift, the employee will be paid the number of hours normally worked subject to the available sick time.

- a. Sick Time may be used for an absence due to illness of employee.

**Section 17.4** It is understood that the following conditions apply to sick leave:

- A. There will be no duplication of Worker's Compensation and sick leave payments for the same day.
- B. Employees will be paid sick leave based on their base, straight time wage rate.
- C. There shall be no pro-ration of sick leave pay for terminated employees. Employees who terminate their employment or are terminated by the Company shall not be eligible for sick leave pay under the provisions of this Article.
- D. An individual who has been absent three (3) consecutive workdays or more due to injury or illness must supply a doctor's certificate on the day he returns to work.



## **ARTICLE 18**

### **UNIFORMS**

The Employer will continue to furnish each Security Officer with the standard uniform issue. Replacement of uniforms required due to employee loss or neglect will be chargeable to the Security Officer. Upon termination of employment, Security Officers must turn in their uniform issue.

Security Officers will receive a \$250.00 payment on the first pay period of April of every year for the purchase of prescribed approved footwear and any additional inclement weather gear.

Newly employed officers will be provided this stipend upon completion of their probationary period.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

Section 19.1 Leaves of absence without pay for a reasonable period of time up to thirty (30) days, for good and sufficient reason subject

to Employer manpower requirements, may be granted a regular “full-time” employee at the sole discretion of the Employer. The said employee seeking such leave of absence without pay shall put the same in writing citing the reason for such request and the calendar period. If such a leave of absence without pay is granted, a written notice of approval will be given the employee. Seniority shall accumulate during such leave of absence. It is understood that an employee on such leave of absence without pay will not accept other employment and other such employee’s return to work will be subject to their seniority standing in the unit. Failure to report to work as scheduled following an unpaid leave of absence will operate as a voluntary termination.

Section 19.2 FMLA leaves in accordance with Company policy at the time of the leave.

- A. Employees may reserve up to five (5) days of vacation during the same calendar year in which the employee returns to work.

**Section 19.3** An employee who is elected or appointed to attend a Union convention or is elected to office as an official of the Union necessitating a temporary leave of absence without pay, shall be granted such unpaid leave provided he applied for it in writing at least two (2) weeks prior to such leave. Union officials shall also be granted such leaves of absence from their shift prior to and/or subsequent to any meeting with the Employer that would otherwise cause such official undue hardship in the performance of their assigned duties.

**Section 19.4** Military Leave - Eligible employees may take paid and unpaid time away from work for military absences because of annual training, emergency call-ups and other training/military obligations as specified under USERRA and in accordance with the applicable HR military leave policy.

**Section 19.5** Employees will also be entitled to the terms of the Maternity and Bonding Leave and Primary Caregiver Leave on the same basis as provided to non-represented employees as the Company may amend those conditions and

restrictions from time to time. The Company reserves the right to modify the Maternity and Bonding Leave and Primary Caregiver Leave in its sole discretion.

**Section 19.6** The parties agree that there have been many recent changes to state and local sick leave laws. As a result, the parties agree that the Company may on request, reopen the contract for the sole and limited purpose of reviewing leave plans only for purposes of meeting any state or local leave of absence laws.

## **ARTICLE 20**

### **OVERTIME**

**Section 20.1** Due to the operational needs of the Employer, a written overtime procedure will be developed and mutually agreed to and may be amended upon agreement of both parties.

**Section 20.2** The Employer agrees to offer the employee make-up overtime to not include normal shift assignments to compensate for an overtime error. The employee shall have the

option to accept the make-up overtime. If the employee refuses the make-up overtime, the employer is not obligated to compensate the employee. Make-up overtime will be scheduled at a mutually agreeable time.

**Section 20.3** Employees returning from vacation or active-duty military leave, shall move to the bottom of the mandatory overtime list and shall be mandated only when all employees available to work and who are within NRC work hour rules during the work week in which a Full weeks' vacation has been taken by the employee. The union may not grieve the Company's decision that it cannot excuse an employee from mandatory overtime.

Furthermore, the union may not grieve, and no grievance shall be processed against the Company, by the Union on behalf of any employee who is mandated to work in place of an employee who has been moved to the bottom of the mandatory overtime list.

## **ARTICLE 21**

### **TRAINING**

Employees will be paid for actual time spent for training, weapons qualification, and required weapons practice at the applicable wage rate. The employer will pay mileage at the corporate rate, round trip from Braidwood Nuclear Site to whichever range the employee is required to report to. Practice trips will be at employee's expense. Management may schedule up to four (4) volunteer weapon practice sessions each calendar year. The security officer will be paid up to four (4) straight times hours of pay for each weapons practice session they attend. These hours will not be computed towards the overtime calculation for the week.

## **ARTICLE 22**

### **BEREAVEMENT LEAVE**

Company will grant regular employees leave of three (3) workdays surrounding the death and the burial of an immediate family member.

The immediate family is designated as spouse, domestic partner, and their immediate family (children, mother, father, sister, brother), significant other and their immediate family (children, mother, father, sister, brother) children, stepchildren, mother, father, sister, brother, grandmother, grandfather, grandchild, stepparents and step-grandchildren, sister-in-law, brother-in-law, grandparent-in-law, mother-in-law and father-in-law.

A day's pay is eight (8) or twelve (12) times a Security Officer's base, straight-time wage rate depending on the Employee's regular scheduled work hours. Bereavement duty pay is not to be construed as time worked or paid for the purpose of computing hours worked to compute overtime pay.

Employees requesting a day off to attend a funeral or service for an individual not covered above under immediate family, shall submit said request at least three days in advance of the date requested off. Approval of said day off will be in the sole discretion of the Company, based on business needs at the time of request. The Union

may not grieve the Company's decision that it cannot approve said request. Employees shall use their personal day for said time off or a vacation day if they have already exhausted their personal day for the year. If paid benefit time is not available, said day shall be unpaid.

With regard to the other bereavement leave benefits available to employees, the Company acknowledges the requirement to comply with the Illinois Family Bereavement Leave Act (820 ILCS 154/1 et. seq.).

## **ARTICLE 23**

### **GENERAL**

Section 23.1 Employees are required to have an operable telephone and required to provide site supervision with their current address and telephone number(s). The Employer agrees to update the telephone list when notified by the employee of changes. The telephone list will not be given out to employees nor will employees be permitted to view said list.



Section 23.2 The Employer will pay the initial cost of employee's license or permits required in the performance of an employee's assigned duties as required by city ordinance or state statute, if any, is now required or would be required in the future and the cost of renewals. It is understood that the Employer will not pay for employee's driver's licenses or any renewal thereof. However, should an employee lose, or cause to be lost, their license or permit, any costs incurred for replacement of said license or permit shall be paid solely by said employee.

Section 23.3 The Employer will provide two (2) bulletin boards to the security organization, measuring at least 3' by 4', which may be used by the Union for posting notices which are approved by the President of the Local Union or Designee and restricted to:

- a) notices of Union recreational/social affairs,
- b) notices of Union elections and nomination sheets for Local and unit officer elections,

- c) notices of Union appointments and results of Union elections,
- d) notices of Union meetings,
- e) minutes of Union meetings.

There will be no other posting of any kind of literature upon client property other than as herein provided, unless approved by the Manager of Site Security or Designee.

Section 23.4 The Union recognizes that it is the responsibility of employees to familiarize themselves with the job duties, policies and procedures established by the Employer, and to perform the job duties as required, and to obey the Employer policies and procedures and to faithfully report all violations thereof. The Union agrees that employees shall discharge all duties as assigned to them impartially and without regard to any Union or non-Union affiliation of any personnel at or assigned to the Braidwood Site, and that failure to do so constitutes sufficient cause for discipline, up to and including discharge. Union members will be offered the opportunity to attach a written rebuttal to any forms of formal discipline.

Section 23.5 The Employer recognizes the need to provide hygiene relief for an employee. The Union, in turn, recognizes the need for employees to limit their requests for hygiene relief and further recognizes the requirement that employees must be relieved before leaving their posts. It is understood that supervisors may be called upon to relieve an employee.

Section 23.6 Upon the Union's written request, the Employer will give the Union copies of Employer's policies and procedures that are applicable to employees represented by the Union. The Union recognizes that the Employer cannot give it copies of post orders, site security plan, proprietary information, or classified documents. The Union also acknowledges that it has the same access to public Nuclear Regulatory Commission documents, as the Employer.

Section 23.7 The Union reserves the right to question the reasonableness of the Employer's policies and procedures, and the application of the same through the Grievance Procedure, up to and including arbitration.

Section 23.8 The Employer will make every reasonable effort to schedule days off consecutively.

Section 23.9 It is understood that supervisory personnel will not normally perform work assigned to bargaining unit employees except in situations such as emergencies, training, and when operational and/or manpower requirements deem such performance of work to be necessary.”

Section 23.10 The Employer agrees to meet with the Union and discuss any change in the annual physical fitness test (PFT) or firearms qualifications. This discussion shall take place at least ten (10) business days before the scheduled implementation date and shall include the justification of the changes.

Section 23.11 The Employer agrees to meet with the Union to discuss any change in the firearms testing.

Section 23.12 Employees will be permitted to wear a Union button; said button not to exceed 1" (one inch) in diameter.

Section 23.13 The Company and Union agree there may be a Labor and Management Meeting held as needed, when requested by either party, consisting of at least two (2) Union designees and at least two (2) representatives from Constellation Security Management, including site Human Resources. Any additional participants will be mutually agreed upon by both parties. The purpose of this committee will be to improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both parties. The attendees of the Labor/Management meetings shall have no power to change, alter or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedure as set forth in this agreement. All scheduled meeting times and locations shall be mutually agreed upon by both parties, unless mutually agreed to be changed.

Section 23.14 Security Officers will be eligible for the Constellation Annual Incentive Plan (AIP). The AIP award has a target payment level of 4% and a range of 0% to 8%. The key performance indicators (KPIs) of the Plan, how pay out is calculated, and additional features of the Plan will be shared in depth with security officers upon employment.

Section 23.15 Attendance Recognition: On a quarterly basis, starting April 1, 2015, should a bargaining unit member have zero call-offs or tardy events, they will be paid twelve (12) hours of their straight time hourly base pay in effect at the time of the payment.

Section 23.16 10CFR73.55 (h) (5) and NRC Information Notice 89-05 “Use of deadly Force by guards protecting nuclear power reactors against radiological sabotage” shall apply to all bargaining unit members. The Employer shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of their actions in the reasonable performance of duties performed within the scope of their employment and

in accordance with Employer and NRC directives, policies, and training. The Employer shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of their employment and in accordance with Employer and NRC directives, policies, and training.

Section 23.17 In the event of a plant closure, the Company recognizes its obligation to bargain with the Union concerning the effects of the closure on bargaining unit employees to the extent required under the National Labor Relations Act.

## **ARTICLE 24**

### **JURY DUTY**

Leave of absence is granted for jury duty. Regular full-time employees will receive pay based on a regular workday for this time. A similar absence is granted for an employee's subpoenaed testimony in court if called as a witness.

Regular full-time employees will receive pay based on a regular workday unless required to appear in court as a result of employment outside of the Company. All compensation received for court services may be retained by employees paid absence will not be granted if the employee is a plaintiff or a defendant in any case unless they are a defendant within the scope of their Corporation employment.

To be excused from work, with or without pay, for jury duty or court testimony, an employee must submit a summons or a subpoena to their supervisor. The employee's time will be recorded as "J" for the absence. Such absences are in addition to other paid time off and will not be charged against an employee for purposes of imposing disciplinary action.

When excused by the court during working hours, an employee must report immediately to their department for work.



A day's pay is eight (8) or ten (10) or twelve (12) times a Security Officer's base, straight-time wage rate depending on the Employee's regular scheduled work hours. Jury duty pay is not to be construed as time worked or paid for the purpose of computing hours worked to compute overtime pay.

## **ARTICLE 25**

### **WAIVER**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 26**

### **SEPARABILITY**

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

## **ARTICLE 27**

### **DURATION**

This agreement shall be in effect from ratification & execution by all parties through and including April 26, 2027 , and then automatically shall be renewed from year to year thereafter unless the Employer or the Union gives written notice to the other party of its desire to terminate or amend the agreement no less than ninety (90) but no more than one hundred and fifty (150) days before the expiration of the term of the agreement or of any renewal period. In the event either party gives a written notice of its desire to terminate or amend the agreement, the parties agree to begin negotiations for a new agreement not less than ninety (90) days before the end of the then current term.

## **APPENDIX A – WAGES**

	<b>4/01/2024</b>	<b>4/01/2025</b>	<b>4/01/2026</b>
<b>GWI</b>	3.0%	2.5%	2.5%
Trainee	\$24.12	\$24.72	\$25.34
Security Officer I	\$25.59	\$26.23	\$26.89
Security Officer II	\$26.20	\$26.86	\$27.53
Security Officer III	\$27.58	\$28.27	\$28.98
Sr. Security Officer	\$32.83	\$33.65	\$34.49

\*All officers newly hired or coming from another site are “New Hires” and enter employment at Braidwood CNS as new hires in accordance with the terms and conditions of the CBA.

## **Bonuses**

Ratification Bonus- \$1250.00

Retention Bonus: 2<sup>nd</sup> Year - \$600.00 Security I-Sr.  
\$300.00 Trainee

3<sup>rd</sup> Year - \$600.00 Security I-Sr.  
\$300.00 Trainee

*\*Retention Bonus to be paid to active employees no later than the first 1st pay period in December.*

**Constellation Nuclear Security, LLC**

By: Jordan W. Dixon

Name: Jordan W. Dixon

Title: SR. Labor Relations Specialist

Date: 5/6/2024

**National Union of Nuclear Security Officers**

By: STEVE A. Maritas

Name: Steve Maritas

Title: Organizing Director LEOS-PBA

Date: 5/4/2024

By: Joseph Thompson

Name: Joseph Thompson

Title: Executive Board

Date: 5-4-24

By: Jesse Wordlaw

Name: Jesse Wordlaw

Title: Executive Board

Date: 5/4/24

By: Kurstan Coleman

Name: Kurstan Coleman

Title: Chief Steward

Date: 5/4/24

## APPENDIX B

### Shared Resource Agreement



Steve Maritas  
NUNSO/United Federation LEOS PBA  
17 State Street, 40th Floor  
New York, NY 10004

#### Re: Shared Resource Agreement

During negotiations the parties have agreed to the following resource sharing agreement. In the spirit of cooperation between Constellation Nuclear Security and the Labor Unions representing the security officers at the Constellation Nuclear Generating Facilities of Braidwood, Byron, Clinton, Dresden, LaSalle, Quad Cities, TMI, Limerick and Oyster Creek it is agreed to, that during plant outages, Security Officers from within the Constellation Nuclear Security, LLC can be used to supplement the Security Force at the plant having the outage, and in periods of operational needs under the following guidelines. **It is understood that this supplemental help is not intended to decrease overtime opportunities at the Security Officers home site.**

Personnel will be paid at their current pay rate under the bargaining unit that they are members of and retain all rights afforded to them under their local collective bargaining agreement.

Constellation will request volunteers for outage supplement duty and will fill positions from those who have volunteered by seniority from the most senior to the least senior.

In addition to their standard hourly wage, officers on outage supplemental duty will receive a daily per diem and base mileage at the Constellation Corporate rate. Mileage will be based on home plant to outage plant driving distance. Should lodging be necessary (determined by Constellation), it will be provided at no cost to the officer. (See Constellation Policy HR-NS-16)

Normal length of service on supplemental duty will be approximately 30 to 45 days. No employee will be forced to participate in this agreement.

When soliciting volunteers, Constellation will make it clear which site the officers are volunteering for. It is understood that volunteers will not be solicited for the purpose of replacing other security officers during a labor dispute.

Shared Resource work will be distributed equally between the Security Officers at the effected station, and the Security Officers on the Shared Resource crew. The Security Officers at the effected station shall have unscheduled overtime preference.



Steve Maritas  
NUNSO/United Federation LEOS PBA  
17 State Street, 40th Floor  
New York, NY 10004

Re: 10CFR26 Subpart I – Fatigue Rule

During bargaining the Union and the Company agreed that the Hours of Work and Overtime as described in Articles 12 and 20 of the Collective Bargaining Agreement (CBA) will be enforced in accordance with 10CFR26 Subpart I – Fatigue Rule and in alignment with Article 2 of the CBA.

Steve Maritas  
NUNSO/United Federation LEOS PBA  
17 State Street, 40th Floor  
New York, NY 10004

Re: Vacation Scheduling

During bargaining, the union was informed that the Company will endeavor to schedule Security Officers' vacation such that they are able to be granted their allotment of time off for the year without loss of any vacation time afforded to them.



Steve Maritas  
NUNSO/United Federation LEOS PBA  
17 State Street, 40th Floor  
New York, NY 10004

Side Letter of Agreement

Dated: January 16, 2015

Subject: Job Openings at Braidwood Nuclear Station Only

As a result of our recent bargaining discussions regarding job openings at the Braidwood Generating Station; the Company and Union have agreed to the following for the length of the contract:

Security Officers who apply and meet minimum requirements for open and available Braidwood Nuclear Business Unit positions will be given consideration for the internal opening.