

# **Collective Bargaining Agreement**

**Between**

**SOUTHERN NUCLEAR  
OPERATING COMPANY**

**and the**

**INTERNATIONAL UNION,  
SECURITY, POLICE AND FIRE  
PROFESSIONALS OF AMERICA  
(SPFPA)**

**Plant Vogtle**

*(effective February 26, 2023 through June 30, 2027)*

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# AGREEMENT

This Agreement is entered into this **26th day of February, 2023**, between Southern Nuclear Operating Company, Inc. (hereinafter referred to as "The Employer"), and the International Union, Security, Police and Fire Professionals of America (SPFPA) (hereinafter referred to as the "Union").

## **ARTICLE 1**

### **UNION RECOGNITION**

1. This agreement covers the bargaining unit of all full-time and regular part-time armed and unarmed Nuclear Security Officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, employed by Southern Nuclear Operating Company at Plant Vogtle One and Two, as certified by the National Labor Relations Board Case No. 10-RC-145905, and Plant Vogtle Three and Four by accretion, but excluding all office clerical employees, professional employees, managers and supervisors as defined in the National Labor Relations Act, as amended.
2. The Company recognizes the Union as the sole bargaining agent for the bargaining unit defined in this Article.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

### **AND EMPLOYEE RESPONSIBILITIES**

3. The Company shall at times retain, exclusively and without limitation, all the rights and functions of management, except to the extent that they are expressly modified or limited by written, specific provisions of this Agreement. Without limiting the comprehensiveness of the prior sentences, these exclusive rights of management include, among other things, and without limitation, the right to: establish or continue policies, practices and procedures for the conduct of business and from time to time change or abolish such policies, practices or procedures; establish and change work schedules; determine, and from time to time, re-determine the number, location, and type of its operations, the methods, processes, materials, and equipment to be employed and the type work to be undertaken; establish or discontinue procedures or operations; subcontract work to outside contractors or outsource bargaining unit security partially or in its entirety or reassign it to employees within the Company; supplement the bargaining unit with contract labor on a short-term basis or assign work to bargaining unit employees that is not traditionally performed by the bargaining unit employees; select, hire or transfer employees and determine the number and type of employees required to safely perform any and all functions; assign work to its employees in accordance with requirements determined by management; establish or change work assignments; establish or modify job duties and classifications, including the job duties which are sufficient to create new jobs or classifications; determine methods of work and establish standards of performance; determine the qualifications, efficiency and ability of employees; determine the work load and work performance level including work standards; promote employees, and relieve employees from duty; discharge, demote or otherwise discipline employees for

reasonable or sufficient cause; determine whether, by whom and under what circumstances overtime will be worked; make and enforce rules for maintenance of discipline and from time to time abolish, alter or amend such rules. At all times, employees must satisfy the trustworthy and reliability expectations of management and federal regulatory requirements in order to remain fit for duty.

4. When practical, management will communicate decisions affecting compensation and benefits changes prior to implementation.
5. No rights or obligations created by or arising from this Agreement shall survive its termination unless required by law.
6. The failure of the Company to exercise any power, function, authority, or right reserved by it, or the exercise of any power, function, or right in a particular way, shall not be deemed a waiver of the right of the Company to exercise such power, function, authority, or right, nor preclude the Company from exercising the same in some other way not in conflict with the specific provisions of this Agreement.
7. It is agreed the enumeration of the foregoing management rights shall not be deemed to exclude other rights of management not specifically enumerated, and any other power, function, authority and right relating to management of the business of the Company and the direction of the work force, which the Company has not specifically abridged, delegated, or modified by this Agreement, whether or not the Company has made use of such power, function, authority and right prior to execution of this Agreement, are specifically retained by the Company.
8. All employees shall be expected to perform whatever tasks they are qualified to carry out in a safe and efficient manner, and any negligence or failure in this regard will constitute grounds for disciplinary action or discharge.

## **ARTICLE 3**

### **UNION REPRESENTATION**

9. Official nonemployee representatives of the Union, with proper NRC/Company clearance shall be allowed to visit the Company's premises for the purposes of determining that this agreement is being carried out, provided that there shall be no interference with the business of the Company. Union Officials and Stewards will be allowed reasonable time off to perform Union duties providing advance notice is given to permit programming such absences in the master schedule.
10. Union business involving discussion with the Company officials shall be conducted on Company time, provided only two (2) Union representatives are involved. The place, time and purpose of the meeting will be established in advance by mutual agreement of the parties.
11. No more than one (1) employee from each team will be elected or appointed as Stewards by the Union. In addition, one (1) employee will be elected or appointed as Chief Steward to represent all shifts and teams. Employees may be appointed as acting Stewards when required. The Union will keep the Company updated of the identity of Executive Board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union.

## ARTICLE 4

### GENERAL PURPOSE OF AGREEMENT

12. The general purpose of this Agreement is to set forth the hours of work, rates of pay, benefits, and terms and conditions of employment to be observed by the parties, Company, Union and employees, and to facilitate fair, orderly and prompt adjustment of any disputes. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of the plant.
13. Employees of the Company, members of the Union, agree that they will perform loyal and efficient work and service; that they will use their best endeavors to protect the property of the Company and its interests; and that they will cooperate with the Company in promoting and advancing its welfare and prosperity. The Union will support and cooperate with Management in its employee and plant performance improvement initiatives. As part of the orientation program for new employees, the Local Union President or his designee will be allowed up to one hour to meet with newly hired covered employees on company time. Such time must be scheduled in advance and approved by management.
14. Any reference to gender contained within the provisions of this Agreement is inadvertent and is in no way intended by the parties, and should not be so construed, as making applicable such provisions to anyone gender.

## **ARTICLE 5**

### **GENERAL PROVISIONS**

15. Each officer is responsible for having a correct address and current active telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.
16. Officers are required to report to work clean, well groomed, and with a neat appearance, as described in Company and department-specific policies.
17. The Company will provide a bulletin board, size and location to be determined by the Company, which may be used by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and restricted to:
  - (a) Notices of union recreational and social affairs;
  - (b) Notices of union elections and nomination sheets for union officer elections;
  - (c) Notices of union appointments and results of union elections;
  - (d) Notices of union meetings;
  - (e) Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information.
18. Regardless of daylight savings time, officers shall be paid for actual hours worked.
19. Once the agreement has been signed, the Employer will forward to the International Union three (3) signed copies of the Collective Bargaining Agreement (CBA).
20. The Employer agrees to allow security employees to wear the SPFPA logo pin on their uniform. Each officer will be allowed to wear one of the three nickel-sized pins currently produced by the SPFPA as of the date of the signatures to

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this Agreement; provided that such pins are not worn over Southern Nuclear logos or shields.

**LOCKERS:** The Company shall utilize its best efforts to ensure that locker space is available at muster areas for personal possessions of employees.

**BARGAINING UNIT WORK:** Supervisory employees shall not perform the duties of employees in the Bargaining Unit, except under the following conditions:

- (a) when such work is necessary for instruction or training purposes;
- (b) for personal relief of employees when other qualified employees are not readily available;
- (c) emergencies or acts of God; or
- (d) to meet NRC regulatory requirements.

**Use of Force:** The Company policy on Use of Force shall apply to employees within the bargaining unit.

**Union/Company Cooperation:** The Union and the Company agree to cooperate and assist each other in attaining the best efficiency possible, and the Union shall support the Company's efforts to introduce and improve their methods of operation.

**Pay Checks:** The Company agrees to issue pay checks in accordance with the practice in existence as of the effective date of this agreement. Notwithstanding the foregoing, the Company may change the practice that is in existence to issue pay checks provided that the practice is changed for all employees.

**Uniforms:** The Company agrees to provide uniforms to employees pursuant to its Corporate Guideline on Uniforms for Security Personnel. The Union will be given prior notice of any changes to this Guideline.

## **ARTICLE 6**

### **TRAINING AND QUALIFICATIONS**

21. The Company shall compensate employees at their appropriate rate of pay, as well as pay the cost of job related training and the registration of employees as required by the Company or any federal, state, or local governmental agency which is necessary for the performance of duties assigned. This shall include required registration fees, renewals of guard and firearms permits, tuition and cost of instruction which the Company directs an employee to obtain.
22. The Company shall continue their policy to provide reasonable time to re-qualify in any required testing as may be necessary to maintain minimal job qualifications, in accordance with NRC orders and directives and Southern Nuclear requirements. If NRC directs the Company to establish a standard, the Union will be advised of such, and the applicable NRC or Federal or State directive will be provided to the Union.
23. In the event the NRC Medical and Physical Fitness Qualification Standards set forth in NRC Regulatory Guide 5.75 "Training and Qualification of Security Personnel at Nuclear Power Reactor Facilities" are repealed, modified, amended, or suspended by judicial or administrative action, the Company will advise the Union of such changes.

## **ARTICLE 7**

### **HOURS OF WORK**

24. Security officers are responsible for meeting plant needs, twenty-four (24) hours per day, on a seven (7) day a week basis.
25. Management has the right to determine shifts and team assignments as needed for business purposes (e.g., 8, 10, 12-hour shifts). Requirements to assign personnel to shifts will be based on seniority and appropriately-qualified personnel.
26. Management will attempt to provide the work schedules showing hours, work shifts, and days to be worked as soon as practicable. Management will provide advance notice to the Union of any change in schedule.
27. Nothing contained herein shall be construed as preventing the restructuring of the normal work day or work week as deemed reasonable by management due to interruptions of work caused by acts of God or any other reasons beyond the control of the Company.
28. The Company shall have the right to assign overtime to qualified employees based on business needs. Management has the ability to determine and assess call out practices and performance standards.
29. Overtime at the rate of one and one-half (1 1/2) times the regular hourly rate will be paid to employees for all hours worked over 40 in a work week.
30. The Company agrees to make a good faith effort to ensure that the opportunity for overtime work is shared equitably among the employees who are qualified and available. All overtime scheduling must have prior approval by the appropriate supervisor.

31. There shall be no pyramiding of premium, holiday and/or overtime rates. Hours worked by an employee in any work week on which premium rates have once been allowed shall not be used again in any overtime calculation.
32. Following the execution of this Agreement, all security officers at Plant Vogtle will be allowed to change to the seven-day schedule (see Appendix A). Management reserves the right to change the schedule on a temporary basis after notice to the Union for outages, force on force training and other similar activities.

## **ARTICLE 8**

### **DUES CHECK OFF**

33. The Employer will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Funds deducted will be accompanied by a deduction registry which includes employee name and amount of deduction, and shall be remitted to the Secretary-Treasurer of the International Union, SPFPA within thirty days of deduction.
34. The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. 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 (15th) of the month preceding the date that deductions are to be made.
35. Upon timely demand received from the Employer, the Union agrees to represent and 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.
36. Employees who are promoted or transferred out of the bargaining unit must notify the Company to cease paying dues.

## **ARTICLE 9**

### **SENIORITY**

37. Seniority shall be defined as the length of service with the Company. Company seniority shall commence after completion of the employee's probationary period and shall be retroactive to their first day of work.
38. Seniority for employees who start work on the same date shall be determined by the earliest date of birth.
39. At the discretion of the Company, employees may, for a period not to exceed 120 days, be temporarily transferred to a non-bargaining unit position without loss of seniority or benefits.
40. An employee's union seniority will be forfeited in the event an employee transfers out of the bargaining unit, resigns, or is terminated for just cause.

## **ARTICLE 10**

### **PROBATIONARY EMPLOYMENT**

41. Employees hired after the ratification of this Agreement are deemed probationary through their first twelve (12) months of employment. During the probationary period, an employee may be disciplined or discharged without resort to the Grievance and Arbitration procedures, and with or without reasonable cause, but they shall enjoy all other rights and benefits provided for in this agreement. Upon the completion of the twelve (12) months probationary period, the seniority of such employees shall commence and shall be dated back to the date of their employment.

## **ARTICLE 11**

### **LAYOFFS AND REDUCTION IN FORCE**

42. In the event of a layoff, employees shall be laid off first based on competency and qualifications. With competency and qualifications equal, seniority will prevail. Probationary employees shall not accrue seniority while on layoff and shall have no recall rights. Employees will be given as much notice as possible in the event of a layoff.
43. Seniority shall continue to accrue during layoff for a period of 18 months.
44. When a vacancy arises, the Company shall recall employees based on competency and qualifications. With competency and qualifications equal, seniority will prevail. An employee shall continue to retain recall rights for an 18 month period commencing from the date of the layoff.
45. In case of recall, laid off employees shall be notified at their last known address. The notice will be by certified mail return receipt. In the event the notified employee fails to report for work within 14 calendar days after receipt of such notice, the employee shall be considered to have voluntary quit.
46. It is the responsibility of laid off employees to keep the company notified of any change of address.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION**

### **PROCEDURE**

47. Should either party allege a violation of this Agreement, an earnest effort shall be made to settle such matters promptly in accordance with the Grievance and Arbitration Procedure set forth in this article.
48. Prior to filing a formal grievance, any employee or his designated Steward, having a complaint under the terms of this Agreement, shall meet with their supervisor in an attempt to settle the complaint at this stage. The supervisor will document the discussion via the approved "Initial Discussion of Grievance Form" and both the grievant or their designated Steward, and supervisor will sign the form.
49. Formal grievances must be asserted and filed within ten (10) calendar days of when the grieving party knew or should have known of the alleged violation, or else they are barred. The period shall commence to run on the day following the action complained of. In case of a written disciplinary action or discharge, a representative may be present, if requested by the employee.
50. A Steward may investigate and attempt to adjust a pending request, complaint or grievance. The Company and Union will determine those employees to be present at any scheduled meetings by and between the Company and the Union during the time the employee's grievance is discussed, provided the meeting(s) do not interfere with operations.
51. The Steps of the Grievance Procedure shall be as follows:
  - A. **Step One:** If the steward, employee and supervision fail to resolve the complaint, any alleged violations of terms and conditions explicitly set forth in this agreement, may be carried forward and submitted as a formal grievance. Formal grievances must be submitted by

the Union Representative to the Security Manager, or his designees, no later than the ten (10) day time limit set forth in paragraph 49. The Union and the Company designee shall discuss the grievance within (30) calendar days from the date of receipt of the grievance. Within fifteen (15) calendar days after the meeting between the Company and Union, the Company shall answer in writing to the Union. Within fifteen (15) calendar days after receipt of the Company's answer, the Union may refer the matter to Step 2, otherwise the matter is time barred. The Company and the Union may mutually agree in writing to extend the dates.

- (1) Any grievance involving discharge or level 3 suspension may be filed at step one of this procedure.
- (2) Grievances arising from alleged changes to or violations of Company policies that impact the bargaining unit in its entirety shall be presented by the Union at Step One of this procedure to the appropriate security operation manager or designee no later than the ten (10) day time limit set forth in paragraph 49.

B. Step Two: Any dispute not resolved in Step One, may be referred to arbitration. The Company and the Union will each select an arbitrator by requesting the Federal Mediation and Conciliation Service to provide a list of no less than seven (7) qualified arbitrators by submitting a request directly to the FMCS. Either party may reject a list in its entirety on one occasion per grievance. Within thirty (30) calendar days of receipt of such list, the Company and the Union shall confer to select the arbitrator by alternatively striking the name from the list until one name remains who will serve as the arbitrator. The Company and the Union may mutually agree to extend the dates. The parties shall flip a coin to determine who strikes the first name. The date to be set

for the arbitration shall be one which is mutually agreed to by and among the parties. The parties will jointly advise the arbitrator of the following agreed upon steps which s/he is to follow in the rendering of a decision:

- (1) The decision of the arbitrator shall be submitted in writing and shall be final and binding upon the parties.
- (2) The arbitrator will be governed wholly by the terms of this agreement and will have no power to add to or change its terms.
- (3) All fees and expenses of the arbitrator shall be shared equally by the Company and the Union.

52. Failure to timely raise, file or appeal any grievance will result in the grievance being waived; provided, however, that the time limits set forth above may be extended by the mutual written agreement of the parties.

53. Any grievance affecting the hourly rate of an employee, which is settled in favor of the employee, shall not be retroactive to a date earlier than six (6) months prior to the date the grievance was presented to the Company in writing in Step 1 of this procedure. It is agreed that no grievance shall be valid unless appealed within the time provided herein. Where the grievance has not been appealed as provided herein, it shall be considered settled on the basis of the last answer given by the Company. If the Company fails to respond in accordance with the time limits set forth herein, the Union may appeal it to the next step.

## **ARTICLE 13**

### **NO STRIKE - NO LOCKOUT**

54. During the term of this Agreement, the Union, its agents, representatives, employees and persons acting in concert with it agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage or any other type of similar interference with respect to the plant; and it is expressly agreed that any such action is a violation of this Agreement. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement or any renewal or extension thereof, that it will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform their duties regularly assigned to them. Upon receipt of a written notice of a violation to the Union, the Union and its officers, members, representatives or employees, or persons acting in concert with them, either individually or collectively, shall take immediate action to cease and desist from any violation immediately and to return to work. Nothing in this Agreement shall be construed to limit or restrict the right to any of the parties to this Agreement to pursue any and all remedies available under law in the event of a violation of this provision. Any employees inciting, encouraging, or participating in any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage, or any other type of similar interference with respect to the plant, or other activity in violation of this Agreement are subject to discipline up to and including discharge.

55. During the life of this Agreement, the Employer will not lock out any officers covered hereunder.

## **ARTICLE 14**

### **SAFETY, SECURITY, AND HEALTH**

56. It is the policy of the Company to provide employees a safe working environment in compliance with safety and health standards and directives promulgated by the NRC, other federal agencies, and the Company as applicable.
57. It is the responsibility of each employee to perform work in a safe manner, and comply with all Company environmental, safety and health policies.
58. The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties.
59. The Union and the employees covered by this agreement recognize that safety is the responsibility of each employee. All unsafe conditions or acts will be handled by the employee immediately, if safe and where possible. All unsafe conditions or acts shall be reported to supervision immediately.
60. The Company shall have the right to establish, maintain, modify, and enforce reasonable rules and regulations to assure orderly operations.
61. The Company shall make every reasonable effort to ensure that each employee has access to drinking water and rest room facilities as required by safety and health standards.
62. Chairs, desks, refrigerators, heating and air-conditioning, where provided, shall be in a safe and serviceable condition. In cases where refrigerators or heating and air-conditioning equipment becomes inoperative, the Company will make all reasonable efforts to remedy the conditions. Employees who cannot be relieved from duty due to acts of God shall be provided with meals and, where available, bedding material.

## **ARTICLE 15**

### **BENEFITS**

63. During the term of the Agreement, the Company will provide a range of benefits to the employees. The terms and conditions under which the benefits are paid for and provided shall be the same as that offered to Southern Nuclear's non-covered Georgia employees and will have the same sharing ratios.
64. The Company may change carriers or administrators for any benefits covered by this Article in its sole discretion, with discussion with the Union.
65. Paid leave will be granted and administered in accordance with Company policies and/or guidelines for non-covered employees and includes: Holidays, Paid Time Off, Bereavement, Parental Leave, Jury Duty and Witness Duty, Military Training Leave of Absence, and other Leaves of Absence (paid and unpaid). Vacation will be granted and administered according to Company policy except there will be no allowance for experienced vacation for new hires.
66. The Company shall deduct from the employees' pay covered by this Agreement Company approved deductions which include but are not limited to the following: (1) repay outstanding loans made to an employee; (2) pay for medical premiums and other Company benefit premiums; (3) pay for Company approved charitable contributions designated by the employee; (4) pay for other deductions authorized by the employee and agreed to by the Company, or those deductions authorized in the manner prescribed by law (e.g., garnishments); and (5) to pay restitution in the event of theft or unauthorized conversion of Company property; and (6) deduction of Union dues monthly.

## **ARTICLE 16**

### **COMPENSATION**

67. The Company agrees to provide each employee hired before July 1, 2018 a 2.5% annual increase to the employee's hourly rate on July 1, 2023, July 1, 2024, **July 1, 2025, and July 1, 2026.** The Company further agrees to provide each employee hired before July 1, 2018 a **2.5% increase on March 1, 2023 and a 2.0% increase on March 1, 2025.**
68. The Company agrees to maintain its current pay practices on shift differential, meals, and travel allowances.

## ARTICLE 17

### **PERFORMANCE PAY PROGRAM (“PPP”)**

69. All SNC Local 580 SPFPA covered employees will participate in the Company's Performance Pay Plan (PPP) or other short-term incentive plan that is in effect and for which they may be eligible during the term of this agreement. Any such plan will be designed and implemented solely by management. The plan will not be subject to the Grievance and Arbitration process. The PPP incentive target percentage award covered by this agreement will be as follows:

- For those employees hired before June 30, 2016, the PPP will be 10%.
- For those employees hired after June 30, 2016 and before April 1, 2020, the PPP will be 7.0% .
- For those employees hired April 1, 2020 or later, the PPP will be 3.0%.

70. Performance management is not subject to the grievance/ arbitration process.

## **ARTICLE 18**

### **DISCIPLINE AND DISCHARGE**

71. The Company has a right to discipline or discharge employees for reasonable cause. The employee has the right to have Union representation during an investigative interview that could lead to discipline, provided the employee makes a request.
72. In the event of formal disciplinary action, a copy will be provided to the employee and the Union.
73. Discipline will be administered within twenty (20) calendar days after completion of the investigation. Should the Company need an extended period of time to administer the discipline, time limits may be extended by mutual agreement.
74. Discipline will remain in the employee's file in accordance with the Company Policy.

## **ARTICLE 19**

### **NOTICE OF CHANGES**

75. The Union shall be advised of changes in NRC Orders and/or directives and Southern Nuclear policies and/or practices that (1) materially affect working conditions of the entire bargaining unit, and (2) are within the administrative control of management. The Company will notify the Union prior to implementation of such changes. The intent of this paragraph is notice to the Union, and shall not be interpreted in any manner to limit the rights of management as set forth in the rest of this agreement.

## ARTICLE 20

### JOB CLASSIFICATIONS

76. Any references to jobs or classifications are solely for identification purposes only and are not intended to limit any work functions whether regularly performed or not.
77. The Company has a right of placement into, removal from, or reassignment from any level, job class, category, or work assignment. The Company shall be the judge of competence, qualifications and ability.
78. The following are job classifications for this agreement:
  - (1) Watchperson
  - (2) NSO II
  - (3) NSO I
  - (4) NSO Sr.
79. An employee who was hired before July 1, 2018, has a minimum of four years experience as an NSO I and consistently meets or exceeds expectations, with no active discipline or performance improvement plan and having at least one additional certification listed below shall progress to NSO Sr. and receive a 6% increase in his/her base hourly rate. An employee hired on or after July 1, 2018, who has a minimum of four years experience as an NSO I and consistently meets or exceeds expectations, with no active discipline or performance improvement plan, and having at least one additional certification listed below shall progress to NSO Sr. with the hourly rate in Appendix B.
  - Alarm Station Operator (i.e.. CAS/SAS)
  - Confined Space Rescuer (CSR)
  - Armorer for SNC Service Rifle or Handgun
  - NRA Range Instructor
  - OJT/OJE Trainer-Evaluator

- Composite Adversary Team (CAT) qualification
- Fit Test Tester
- Other qualifications as recommended by security peer team and approved by management

80. An NSO Sr. (with less than 60 months in that position as a NSO Sr.) who loses or otherwise no longer maintains at least one additional certification listed above will either return to NSO I and lose the 6% raise provided for in Paragraph 79 above or return to the NSO I (5 year) scale in Appendix B whichever applies. This does not apply to any NSO Sr. who did not hold a certification as of January 1, 2020.

81. An employee hired before July 1, 2018 who returns to NSO I from the NSO Sr. classification under paragraph 80 will not be eligible to progress back into the NSO Sr. classification for one (1) year after such move back to NSO I unless approved by management.

82. Before an NSO Sr. withdraws his/her qualification, he/she shall give written notice to their supervisor. The effective date of the withdrawal will occur within thirty (30) days after written notice unless a qualified replacement is unavailable in which case a transition plan will be provided by security management or labor relations as soon as practicable. Withdrawals will be made by seniority. NSOs at any level may qualify for any additional certifications listed above.

## **ARTICLE 21**

### **SEVERABILITY**

83. In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

## **ARTICLE 22**

### **DISCRIMINATION AND**

### **ANTI-HARASSMENT POLICY**

84. The Company shall not discriminate against any employee because of membership in or activity on behalf of the Union. The Union or its membership shall not discriminate against, coerce, or intimidate any employee because of non-membership in the Union.
85. The parties agree that employees are entitled to equal employment opportunity and the parties will not discriminate against qualified employees or applicants by reason of his or her race, color, religion, gender, age, national origin, disability or veteran status as these terms are defined and interpreted under the provisions of the following statutes, as amended: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and any other applicable federal/state/local laws governing discrimination.
86. The Company and the Union agree that no employee should be subjected to unlawful harassment on any basis prohibited by law, including sexual or racial harassment.
87. The Union recognizes that bargaining unit employees must comply with any Company policy relative to non-discrimination or harassment. The Union also recognizes that, should the Company determine that an employee is in violation of the non-discrimination or harassment policy, the employee will be subject to disciplinary action up to and including discharge.
88. If, pursuant to any court or administrative order, the Company must change or provide terms and conditions of employment inconsistent with this Agreement, the parties agree that said Court order shall supersede the provisions of this Agreement.

## **ARTICLE 23**

### **DURATION OF AGREEMENT**

89. This agreement shall become effective on **February 26, 2023** and shall thereafter continue in full force and effect through **June 30, 2027** and shall renew itself without change unless written notice of intended change is served by either party hereto at least sixty (60) days prior to **June 30, 2027** or any anniversary thereafter.

## **APPENDIX A**

### **SCHEDULE**

90. Upon ratification of the contract, the schedule to be worked will revert to the below schedule:
91. Wednesday through Sunday (nightshift), Monday through Wednesday (off), Thursday and Friday (Dayshift), Saturday and Sunday (off), Monday through Wednesday (Dayshift), Thursday and Friday (off), Saturday and Sunday (dayshifts), Monday and Tuesday (nightshift) followed by Wednesday through Tuesday (7 days off). This is a 28 day cycle that repeats with no variations throughout the year.

## **APPENDIX B**

### **WAGES FOR EMPLOYEES HIRED**

### **AFTER JULY 1, 2018**

92. The following pay scale will apply to Employees hired on or after July 1, 2018:

Classification	Hourly Rate Effective March 1, 2023	Hourly Rate Effective March 1, 2025
NSO II (new hire)	<b>\$19.75</b>	<b>\$20.50</b>
NSO II (6 months & completion of training)	<b>\$20.00</b>	<b>\$20.75</b>
NSO I (1 year)	<b>\$20.25</b>	<b>\$21.00</b>
NSO I (2 year)	<b>\$20.50</b>	<b>\$21.25</b>
NSO I (3 year)	<b>\$21.25</b>	<b>\$22.00</b>
NSO I (4 year)	<b>\$22.25</b>	<b>\$23.00</b>
NSO I (5 years or more)	<b>\$22.75</b>	<b>\$23.50</b>
NSO Sr. (5 years or more)	<b>\$24.75</b>	<b>\$25.50</b>
NSO Sr. (7 years or more)	<b>\$25.75</b>	<b>\$26.50</b>

New employees will be hired at the lowest rate on the wage table and will continue at that rate until the completion of training and then the next anniversary hiring date at which time they will move to the next rate.

## Company Signature Page



Chris Heinss  
Labor Relations Manager  
Southern Nuclear Operating Company

Dated: 2-26-23

## Union Signature Page



Rick O'Quinn  
International Vice President,  
International Union, Security, Police and Fire Professional of  
America (SPFPA)

Dated: 02/26/2023