

**CLINTON COLLECTIVE  
BARGAINING  
AGREEMENT**

**Between**

**Constellation Nuclear Security LLC And  
National Union of Nuclear Security  
Officers NUNSO a DIVISION OF United  
Federation LEOS-PBA**

**Effective Dates:**

**May 8, 2025 – May 7, 2028**

**TABLE OF CONTENTS**  
**CLINTON COLLECTIVE BARGAINING AGREEMENT**

<b>PREAMBLE.....</b>	<b>5</b>
<b>ARTICLE 1</b>	
<b>RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 2</b>	
<b>MANAGEMENT RIGHTS.....</b>	<b>6</b>
<b>ARTICLE 3</b>	
<b>UNION MEMBERSHIP.....</b>	<b>6-7</b>
<b>ARTICLE 4</b>	
<b>CHECK-OFF.....</b>	<b>8</b>
<b>ARTICLE 5</b>	
<b>EQUAL EMPLOYMENT OPPORTUNITY.....</b>	<b>9</b>
<b>ARTICLE 6</b>	
<b>GRIEVANCE AND ARBITRATION PROCEDURE.....</b>	<b>9-13</b>
<b>ARTICLE 7</b>	
<b>NO STRIKES – NO LOCKOUTS.....</b>	<b>13</b>
<b>ARTICLE 8</b>	
<b>DEFINITIONS.....</b>	<b>13-14</b>
<b>ARTICLE 9</b>	
<b>SENIORITY.....</b>	<b>14-17</b>
<b>ARTICLE 10</b>	
<b>REPRESENTATION.....</b>	<b>18-19</b>
<b>ARTICLE 11</b>	
<b>HOURS OF WORK AND OVERTIME... ..</b>	<b>19-21</b>
<b>ARTICLE 12</b>	
<b>DISTRIBUTION OF OVERTIME.....</b>	<b>21</b>
<b>ARTICLE 13</b>	

<b>CALL-IN PAY AND SCHEDULED OVERTIME.....</b>	<b>22</b>
<b>ARTICLE 14</b>	
<b>WAGES AND CLASSIFICATIONS.....</b>	<b>22</b>
<b>ARTICLE 15</b>	
<b>HOLIDAYS.....</b>	<b>22-24</b>
<b>ARTICLE 16</b>	
<b>VACATIONS.....</b>	<b>24-29</b>
<b>ARTICLE 17</b>	
<b>INSURANCE BENEFITS.....</b>	<b>30-31</b>
<b>ARTICLE 18</b>	
<b>SICK LEAVE.....</b>	<b>32-33</b>
<b>ARTICLE 19</b>	
<b>LEAVES OF ABSENCE.....</b>	<b>33-34</b>
<b>ARTICLE 20</b>	
<b>UNIFORMS.....</b>	<b>34</b>
<b>ARTICLE 21</b>	
<b>BEREAVEMENT LEAVE.....</b>	<b>35-36</b>
<b>ARTICLE 22</b>	
<b>GENERAL.....</b>	<b>36-42</b>
<b>ARTICLE 23</b>	
<b>JURY DUTY.....</b>	<b>42-43</b>
<b>ARTICLE 24</b>	
<b>WAIVER.....</b>	<b>43</b>
<b>ARTICLE 2</b>	
<b>SEPARABILITY.....</b>	<b>43</b>
<b>ARTICLE 26 .....</b>	<b>44</b>
<b>DURATION.....</b>	<b>44</b>
<b>SCHEDULE A .....</b>	<b>45</b>

<b>WAGES.....</b>	<b>45</b>
<b>Bonuses.....</b>	<b>46</b>
<b>APPENDIX A SHARED RESOURCE .....</b>	<b>46</b>
<b>APPENDIX B DUES CHECKOFF CARD .....</b>	<b>48</b>
<b>MEMORANDUM OF UNDERSTANDING DEVELOPMENT .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING JUNETEENTH.....</b>	<b>50</b>

## **AGREEMENT**

### **PREAMBLE**

This Agreement made and entered into this May 8, 2025, by and between Constellation Nuclear Security LLC, hereinafter referred to as the “Employer” and the National Union of Nuclear Security Officers NUNSO a DIVISION OF United Federation LEOS-PBA, 1717 Pennsylvania Ave NW, 10th Floor, Washington, D.C. 20006, hereinafter referred to as the “Union.”

This Agreement evidences the desire of the parties to promote and maintain harmonious relations between the Employer, its employees, and the Union as their exclusive bargaining representative.

It is the intent and purpose of the Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties, to provide an orderly and peaceful means of resolving grievances, and to set forth the basic agreement between the parties covering rates of pay, wages, hours of work, and other conditions of employment.

The Union, the Employer, and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement.

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for all full-time Security Officers (armed) defined as guards under Section 9(b)(3) of the Act employed by the Employer at Clinton Clean Energy Center in Clinton, Illinois.

Excluded: All office clerical employees, professional employees, leads, trainers, managers and supervisors (including CAS/SAS) as defined in the Act and all other employees.

## **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 the Employer's policies, rules and regulations not inconsistent with this Agreement; the right to plan, direct, control, continue and 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, 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.

## **ARTICLE 3**

### **UNION MEMBERSHIP**

**Section 1** It is mutually agreed that as a condition of employment all employees covered by this Agreement shall become members of the union on the 31st day following the actual beginning of such employment, or the effective date of this Agreement, whichever is later; and that thereafter as a requisite of continued employment such employees, including those presently members of the union, shall remain members in good standing in the Union, provided, however, that the termination of Union membership of any employee for reasons other than the failure of the employee to pay the periodic dues uniformly required as a condition of retaining membership shall not affect the employment status of such employee.

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 2** The Union agrees to accept as a member upon application and without discrimination any new employee who may be hired by the Employer for employment within the bargaining unit.

**Section 3** The Union agrees to maintain the Union dues and initiation fees at reasonable rates for the duration of this Agreement and also any presently existing arrangements for installment payments of initiation fees and to accept as a member any employee who pursuant to this Agreement applies for membership, without any charge other than initiation fees uniformly required as a condition of acquiring or retaining membership.

**Section 4** Employees losing membership in the Union due to failure to pay the periodic Union dues or uniform initiation fees shall not be retained in the employ of the Employer. The names of employees who have thus lost their standing in the Union for the above reason, and whom the union specifies to be discharged for that reason, are to be submitted to the Employer in written notice from the Union, signed by the Union Representative.

**Section 5** Nothing contained in this Article, or in this Agreement, shall be construed so as to require the Employer to violate any applicable law, state or federal, including, but not by way of limitation, the Labor Management Relations Act of 1947, as amended.

## **ARTICLE 4**

### **CHECK OFF**

**Section 1** Subject to the limitations of any state or federal law, the Employer agrees that for a period of this Agreement upon presentation of a written, personally signed authorization from any employee subject to this Agreement, a copy of which form is annexed to this Agreement and made a part hereof, the Employer will deduct monthly from such employee's pay the Union initiation fee in two (2) equal monthly installments and monthly dues. The Employer agrees to transmit such sums collected by the Employer to the union no later than thirty (30) days after the month in which sums are collected. The Employer shall provide information for each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially available electronic format and shall include the worker's full name, wage rate, hours worked in a month for which payment has been made, and home or mailing address, and amount of dues paid during the current month of payment. When the employee's earnings are insufficient to cover the authorized deductions, the said Union fees and/or dues shall be deducted in the next payroll in which sufficient employee's earnings are available.

**Section 2** All sums collected in accordance with such signed authorization card (appendix c) which shall be added and become part of this Agreement, shall be remitted by the Employer to International Union (LEOS-PBA).

**Section 3** The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages, back-pay or penalties that shall arise out of or by reason of any actions that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, Check-Off, and Article 3, Union Membership.



**ARTICLE 5**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Constellation Nuclear Security LLC and the Union adhere 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. The parties are 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.

**ARTICLE 6**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1** For the purpose of this Agreement, a grievance is defined as a difference of opinion, controversy, or dispute between the Employer and a Security Officer or the Union regarding violations of this Agreement. Such grievances must be presented to the Employer in writing within fourteen (14) days after it occurred or when the Security officer or the Union became aware of it, stating in addition to the security officer's version of the facts, the specific article and section of the Agreement allegedly violated, the date the alleged violation occurred, and signed by the Security Officer and the Union Steward, Union Representative or National Union. If a grievance involves more than one (1) member, the Steward's or Union Representative's signature shall cover all affected employees. Unless the grievance affects the entire bargaining unit, all affected employees shall be named in the body of the grievance.

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 2** In calculating time for this Article, Saturdays, Sundays and Holidays shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing by mutual agreement between the Employer and the Union. If the Employer does not comply with the time limits, the grievance will automatically proceed to the next step. If the Union does not comply with the aforementioned time limits, the grievance will be null and void.

**Section 3** Grievance involving discharge or disciplinary suspension, however, will be presented directly to the second step of the grievance procedure. The employer must be notified of a claim of wrongful discharge or suspension within seven (7) days after the same occurs, and the case shall be taken up promptly and diligent efforts made to dispose of it.

**Section 4** A security officer may consult directly with their shift supervisor on a matter, which does not necessarily constitute a grievance. In any case where a Security Officer is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provisions of this Agreement on which the officer has informally consulted with the officer's shift supervisor, the Union may submit the complaint as a grievance. A grievance as defined above shall be handled in the following manner:

#### **Step 1**

The grievance shall first be submitted by the Union to the Employer's Site Supervisor or their designated representative in writing within fourteen (14) days from the date of the incident or when the Security Officer or the Union became aware of it. If more than fourteen (14) days has elapsed, the Security Officer and the Union shall be barred thereafter from processing the grievance. Such Site Supervisor or Designee shall within fourteen (14) days after receiving the grievance render their decision in writing to a Union Steward or an authorized Union Member.

(A list will be provided by the Union of Authorized Members). In grievances that are filed that are as a result of discipline, the Company will comply with all reasonable requests for information. The Company will provide copies of the documentation to the Union regarding the investigation that led to the discipline within 14 days of the request.

### **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 their appointed representative within ten (10) days after receipt of the above decision by the Employer's representative. The Employer's Sr. Manager Site Security or their appointed representative shall schedule a meeting or teleconference, in order to discuss the grievance, within twenty (20) days and then shall render a decision in writing within seven (7) days of said meeting.

This meeting shall involve the Sr. Manager Site Security (or their designee), the Grievant, a Union Representative, and the steward(s) involved. This meeting may be waived by mutual consent of the Employer and the Union.

### **Step 3**

Notwithstanding, the foregoing provisions listed and described under the grievance and arbitration procedure, the Employer and the Union may settle the grievance without further action being necessary. To this end, the Employer's Labor Relation Liaison or his designated representative and the Union Representative or their designated representative may discuss the grievance following the completion of the 2nd step and prior to the arbitration hearing for all grievances in order to attempt to resolve the matter prior to said hearing. It is expressly understood that this discussion or the scheduling thereof in no way constitutes a waiver of any time limits set forth in this article and such time limits shall remain in full force and effect.

### **Step 4**

If the grievance has not been settled satisfactorily under the above procedures, or with a discussion as permitted in step 3, the Union may submit the grievance for arbitration to the Employer's Labor Relations Liaison or Employer's designated representative, no more than

fifteen (15) days after receipt of the decision of the Employer's Security Operations Supervisor or Employer designated representative.

### **Step 5**

Within thirty (30) days of the letter mentioned in Step 4, the Union may request the Federal Mediation and Conciliation Service to nominate seven (7) persons from the FMCS national list of arbitrators who are members of the National Academy of Arbitrators and who are qualified and are willing to act as arbitrators. Provided such nominated persons are acceptable, the Union and the Employer shall, within fifteen (15) days of receipt of said list of arbitrators, eliminate six (6) of the persons so nominated by each alternately eliminating one. The remaining nominee shall be considered to have been selected by agreement of the parties and shall become sole arbitrator. Notwithstanding the foregoing, if either party finds the panel of seven (7) persons unsatisfactory, such party may request a new panel of seven (7) persons. At the conclusion of the ten (10) day period, if the Union has not applied to the FMCS for a panel of arbitrators, it is understood that the grievance will be non-arbitrable. And the Union will, therefore, be prohibited from processing the grievance any further in the arbitration process.

**Section 5** The award of the arbitrator shall be in writing and shall be final and binding upon the Employer, the Union and the security officer or officers involved. The arbitrator may consider and decide only the particular grievance presented in 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 provisions of this Agreement. In the event any arbitrator shall determine that a Security Officer has violated the Employer rule, regulation or policy for which said Security Officer was charged, the arbitrator shall not have the right to reduce, modify, or in any way alter the penalty assessed by the Employer. The parties to the case shall share equally the expense of the arbitrator, including the hearing room, if any incurred with the arbitration. The requesting party shall pay for any postponement. If either party elects to have a transcript, the transcript shall be considered to be the official record of the hearing.

The Employer and the Union responsible for the wages and expense of its own representatives and witnesses.

**Section 6** No more than one (1) grievance can be submitted to any one (1) arbitrator, at any one (1) time except by mutual, written agreement of the parties.

## **ARTICLE 7**

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

**Section 1** During the term of this Agreement, or any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members nor any employee will authorize, instigate, aid, condone, promote, participate in or engage in any strike, work stoppage, slowdown, 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 dismissal.

**Section 2** During the term of this Agreement, the Employer will not lockout employees. The term "lockout" 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 8**

### **DEFINITION**

**Section 1** An employee under this Agreement is one who is assigned a minimum of 40 hours per week or who has worked at least 1800 hours during the preceding calendar year.

**Section 2** The term “armed security officer” shall mean an employee who has successfully completed:

- a. the physical and mental examinations and reexaminations as required by the United States Government and/or the State Government, and/or the Company and;
- b. passes all the necessary firearms training requirements and meets all necessary firearms qualifications and requalifications as required by the United States Government, and/or State Government, and/or the Site Security Plan and/or Site Training and Qualification Plan; and carries a firearm as part of his/her job requirements; and
- c. all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training programs as required by the United States Government, and/or the State Government and/or the company at present or in the future; and
- d. all physical fitness tests per SY-AA-150-1005.

**Section 3** The Employer will provide the Union with as much advanced notice as reasonably possible of any change to any job requirements.

## **ARTICLE 9**

### **SENIORITY**

**Section 1** Seniority shall be defined as the total length on an employee’s continuous service at Clinton within the bargaining unit as defined in Article 8 - Definitions.

**Section 2** Effective May 8, 2019, an employee must have six (6) months or one hundred eighty (180) calendar days of actual service with the Employer in order to have any seniority standing. For purposes of computing “actual service”, time spent on an approved leave shall be excluded; for clarity, the 180 calendar days of “actual service” will be extended by the number of calendar days an employee is on an approved leave. For purposes of short-term disability benefits, a full-time employee shall be considered one who has completed and attained seniority as defined above. Until an employee acquires seniority standing, they shall be regarded as on

probation and the officer 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. Both the Employer and the Union agree to respect the Weingarten rights of the employees. The Union does not represent probationary employees laid off or discharged. At the end of 180 days of service, the employee shall acquire seniority from the first day worked, as mentioned in Section 1 above and all discipline received in the first 180 days of employment shall be removed.

**Section 3** Where two 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 provision of this Agreement.

**Section 4** Seniority shall govern layoff, recall, classification and shift openings if they can meet qualifications or requalification's. Layoffs shall be made in the following order:

1. Probationary employees
2. Full-time employees

Recall shall be in the reverse order of layoffs.

**Section 5** An employee shall lose all seniority rights and shall be terminated if he:

- A. quits
- B. is discharged for just cause
- C. is absent from work for two (2) consecutive working days without notifying the Employer or fails to return from an approved leave of absence on the scheduled date or 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 registered mail, use of which means shall be considered to be notification, sent to his last known 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 6** The Employer agrees to furnish the local Union with an up-to- date seniority list in January and June of each year of the contract.

**Section 7** Bargaining unit employees will not be promoted out of the bargaining unit without their consent. In the unforeseen circumstance where a Security Officer has to fill a Management (Security Lead) position, then the Security Officer will receive extra pay of \$200.00 dollars in addition to their appropriate rate of pay for the shift. This pay shall be paid within two (2) pay cycles.

**Section 8** Employees who are laid off shall not accumulate seniority or be credited service for benefits under this agreement.

**Section 9** When openings exist within each classification which will be filled by additional personnel, those employees in another classification who are qualified, on a voluntary basis, have preference in the filling of such openings.

**Section 10** For purposes of benefit entitlement (excluding wage rates) the seniority of employees who change job organizations shall not be interrupted as a result of said change in classification. For purposes of layoff, recall, classification and shift openings, seniority shall commence from the date of the employee's transfer into the new organization.



**Section 11** Employees who change job classification shall be paid at the prevailing wage rate in the new classification. For purposes of wage rates, employees shall not accrue seniority from their previous classification.

**Section 12** An employee may lose all seniority rights and be terminated, if the employee is off due to an injury compensable under workman's compensation for a continuous period of 1 year or length of service, whichever is less. The Company may approve an extension of such medical leaves after considering the recommendations of all medical professionals involved. Such an extension shall not exceed a period of six (6) months.

**Section 13** 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.

**Section 14** Once the bidding on an open shift has closed, management has 30 days to fill the shift. After 30 days, any shifts not filled must be rebid.

**ARTICLE 10**  
**REPRESENTATION**

**Section 1** It is stipulated and agreed that only the below designated officers of the Union, either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or in behalf of the Union in any manner whatsoever under the terms of this Agreement.

The authorized officers are:

**Chief Steward or their designee.**

By letter, the Union shall notify the Employer immediately of the names of the incumbents in each of the foregoing offices and thereafter shall promptly advise, by certified letter, of any change thereof.

**Section 2** It is stipulated and agreed that the forgoing are the sole and exclusive agents for the Union, and they shall exercise only the authority prescribed and defined herein. Any other authorization heretofore given to them by custom, action, or otherwise for any purpose is hereby withdrawn and declared null and void. Any other authority of the agents, except as provided for herein, shall be certified to the Employer in writing, signed by the proper officer of the Union, and under the seal of the Union.

**Section 3** The Union Stewards have authority only to investigate and process grievances arising under the terms on this Agreement in accordance with the procedure set forth in the Agreement. No employees will be denied the right to have a Union Steward present if available during disciplinary investigations or disciplinary procedures if the employee requests such representation. The Union will notify the Employer of the Union Stewards so authorized to represent the Union. The Union may be represented by one (1) Chief Steward. On each crew there may be one (1) Steward and one (1) alternate Steward.

**Section 4** Stewards shall not be laid off during their term of office except for just cause so long as there is work available which they are competent to perform. This provision shall not apply to alternate Stewards. The Union will furnish the Employer with a list of employees so affected.

**Section 5** The Employer will endeavor to keep the local Union, and the Union Stewards advised of its management and supervisory personnel who will function under the grievance procedure.

**Section 6** Union Stewards who attend Union meetings, labor management meetings, or other Union related functions will be granted time off without pay and will be excused for the absence. In order for such time off from work to be granted, the Union will endeavor to provide the Operations Manager or his designated representative with written notice of such request at least one week in advance of the requested absence whenever possible.

**Section 7** The Chief Steward shall, at his option, be assigned to the day shift. No day shift employee shall be “bumped” as a result.

## **ARTICLE 11**

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

**Section 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 PM Saturdays to 11:59 AM the following Saturday for the dayshift, with the understanding that the work hours are 0545 AM to 1745 PM.

**PM Shift:** The workweek will commence at 12:00 AM Sunday to 11:59 PM the following Saturday for the nightshift, with the understanding that the work hours are 1745 PM to 0545 AM.

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 work schedule may be changed based upon the request of the company or due to operational necessities. In those cases, the Union will be provided with reasonable advance notice.

**Section 2** Overtime at the rate of one and one-half (1 ½) times an employee's regular base, straight time rate will be paid to the employee for all hours actually worked in excess of forty (40) hours in the work week. There shall be no compounding, duplicating or pyramiding of payments for the same hours worked under any circumstances of any description.

**Section 3** Constellation Nuclear Security, LLC will comply with 10CFR26, the Nuclear Fatigue Regulations. No employee shall be forced to take compensatory time off on one of their regularly scheduled day of work. In the event that the employee will violate 10CFR26 if they work on their regularly scheduled day, the employee shall receive a paid day off at the appropriate rate of pay.

**Section 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 he or she satisfies the following conditions, and then at the sole discretion of management.

- The document is acceptable to the Company
- 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 his/her 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.

**Section 5** During an outage, employees who are required to work overtime or who otherwise work overtime (*scheduled or unplanned*), will receive a 15.00 meal payment during this period.

## **ARTICLE 12**

### **DISTRIBUTION OF OVERTIME**

**Section 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. The Overtime procedures developed must comply with 10CFR26 the Nuclear Fatigue Regulations.

**Section 2** When available, the Company shall review, with the Union steward/alternate, that the assigned overtime is in alignment with the overtime policy.

**Section 3** The Employer agrees to pay the cost of overtime errors providing they are valid errors. This payment will be made as soon as possible and will be paid at the appropriate rate of pay.

**Section 4.** No bargaining unit member who is on an overtime assignment shall be forced for additional overtime, except in emergent situations and in order to maintain required staffing numbers.

## **ARTICLE 13**

### **CALL-IN PAY AND SCHEDULED OVERTIME**

Regular full-time employees scheduled to work, and who report for work, without having been notified that there will be no work, shall receive a minimum of six (6) hours work or pay at the 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, he shall receive two (2) hours of show-up pay. For investigations, employee status and/or disciplinary related matters, annual physicals, training, meeting and other non-shift coverage and related matters, employees called in or scheduled on their regularly scheduled day off will receive a minimum of six (6) hours at their appropriate rate of pay. The employer shall have the right to require the employee to work for this payment. 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.

## **ARTICLE 14**

### **WAGES AND CLASSIFICATIONS**

The wage rates for classifications covered by this Agreement are set forth in Schedule A hereto and made a part of this Agreement. Increases and decreases in the wages set forth in the attached Schedule 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 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:

New Year's Day (Jan 1st)	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve (Dec 24th)
Independence Day (July 4th)	Christmas Dec 25th)
Labor Day	

### **Holiday Pay**

Each Security Officer must work their regular scheduled shift, including overtime, on his /her scheduled work day immediately before and immediately after aforesaid holidays and the day of such holiday, if scheduled, in order to receive holiday pay except in cases due to verifiable emergency weather and/or related road conditions.

Employees do not have the option of accepting pay rather than 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 times the base rate, plus their holiday allowance.

Pay for all hours worked by an employee, outside his or her 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 2** If a holiday falls within an employee's vacation, the employee will receive the holiday off pay and the vacation pay. If an employee works their day off on a holiday and the hours worked is less than eight (8) hours, the employee will receive eight (8) hours of holiday pay, plus the appropriate rate of pay for actual hours worked.

**Section 3** For purposes of this agreement, holidays for employees working the 1745-0600 shift shall commence at 1745 hours on the date prior to the actual holiday and will carry through until the employee completes his/her sign- out on the next morning. This will also apply when an employee starts his/her shift on the actual holiday and ends his shift on the day following the holiday. If an employee's holiday spans two calendar days, the holiday will apply to the entire shift for the first shift that occurs per the calendar holiday.

## **ARTICLE 16**

### **VACATIONS**

**Section 1** 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.

#### **Employees hired prior to May 8, 2022:**

- A. Vacation days are granted at the beginning of the year and not earned for past service (includes employees on Family Medical Leave).
- B. Employees who are on an approved leave of absence at the beginning of the year will receive a vacation allotment when they return to active work. Employees who are on a leave of absence at the beginning of the year but do not return to active work, will not receive a vacation allotment for the year.

#### **Employees Hired after May 8, 2022**

- A. For employees Hired after May 8, 2022, vacation days will be accrued on a weekly basis starting at the beginning of the year and not accrued for past service.
- B. For employees Hired after May 8, 2022, employees shall accrue vacation days pro-rata on a weekly basis during active employment. Employees may take their annual vacation allotment before it is accrued. 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. An employee who remains active but unpaid during the course of their military leave and not placed on an unpaid Military Leave of Absence within the HRIS will continue to accrue vacation.

C. For employees Hired after May 8, 2022, New Hires are eligible to accrue a pro-rated amount of the vacation accrual schedules above based on their date of hire.

The following is the vacation schedule:

<b>Clinton Vacation Schedule</b>		
<b>Years of Service</b>	<b>Vacation Hours</b>	<b>Total Days @ 12 Hour Shifts</b>
Year 0 - 1	36	3
Year 1	144	12
Years 2 - 4	156	13
Years 5 - 9	168	14
Years 10 - 14	192	16
Years 15 - 19	204	17
Years 20 - 24	228	19
Years 25+	276	23

Employees will normally be charged in increments of a full day (based on the number of regularly scheduled work hours). Instances where an employee is granted less than a full day of vacation only the hours granted will be charged.

### **New Hires**

Newly hired employees will be granted vacation days after their probationary period according to the schedule above. During your first year of employment and after 180 days probation, the

newly hired employee is eligible for 36 vacation hours. After one (1) year of service (365 days from original hire date), the employee will be able to take 144 vacation hours. Carry over and buyback option is available. On each January 1 thereafter the employee will be granted the employee's full allotment of vacation days for the following year.

For employees Hired after May 8, 2022, New Hires are eligible to accrue a pro-rated amount of the vacation accrual schedules based on their date of hire.

Rehired employees will be granted vacation days based on the “New Hire Vacation Pro-Ration Schedule” 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.

For employees Rehired after May 8, 2022, employees are eligible to accrue a pro-rated amount of the vacation accrual schedules above based on their date of hire. 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 Buy Back**

An employee can carry over up to one hundred twenty vacation (120) hours into the following year and the Company will buy back, at the employee's request, up to sixty (60) hours of vacation in increments of twelve (12) hours at the end of the calendar year. An employee who has more than one hundred twenty (120) unused vacation hours at the end of a year will be granted a number of vacation hours in the following year so that the total number of vacation hours shall be no more than the employee's normal allotment of vacation hours plus one hundred twenty (120) additional hours.

**Example one:** An employee with a normal yearly allotment of 180 vacation hours who ends the year with 96 unused vacation hours will begin the following year with a total of 276 vacation hours. The employee may also request that the Company buy back 60 of the 96 unused hours, and begin the following year with a total of 210 vacation hours.

**Example two:** An employee with a normal yearly allotment of 180 vacation days who ends the year with 144 unused vacation hours will begin the following year with a total of 324 vacation hours. In order to not lose vacation hours, the employee must request to have bought back 24 hours or up to 60 hours, as they are limited to 300 hours of new vacation time: (180 hrs) plus rollover (120 hrs).

### **Upon Termination**

Those employees who resign or are terminated will be paid for earned but unused vacation days in accordance with the practices in effect at their respective locations. 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.

Employees hired after May 8, 2022, 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.

### **Compensation For Vacation**

Vacation time is paid at an employee's current hourly wage. Constellation does not pay employees

unused vacation days in excess of sixty (60) hours or hours that cannot be carried over to the next year.

### **Approval of Vacation Time**

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

**Section 2** Employees who have utilized their vacation in the manner referenced above and who have a minimum of four (4) hours vacation time remaining, may preschedule a vacation day off applying all remaining vacation hours to the day off with the remainder of the day being unpaid.

**Vacation Scheduling**

During the November 1st through November 30th sign up period for the next year's vacations, three (3) Security Officers will be granted vacation per crew per day on the P.M. crew hours which are 1745 to 0545, and four (4) Security Officers per crew per day on A.M. crew hours which are 0545 to 1745. Based upon operational necessity, the Employer may block off for outage periods and 1 week prior and 1 week after scheduled outage dates. Additionally, the Company may block off the week of the NRC Tri-annual graded force-on- force drill.

After the above-mentioned sign-up period has closed, the Company may block off one additional week per crew for annual force-on-force training/qualifications and other training requirements. No additional Security Officers shall be allowed to sign up for vacation during those additional weeks, except as authorized by the Company, in its sole discretion. The Company will render its decision, no later than December 31<sup>st</sup>.

After December 31st, Security Officers must apply for their vacation at least ten (10) days in advance of their intended vacation. If a vacation request is submitted with less than ten (10) days' notice, management has discretion to approve or deny the request, and a request will not be unreasonably denied.

After January 1st, the Company may grant vacations to three (3) Security Officers per crew per day on the P.M. crew hours which are 1745 to 0545, and four (4) Security Officers per crew per day on A.M. crew hours which are 0545 to 1745, unless operational necessity prevents such action. Management must respond to all vacation requests after approval of the November selections within five (5) calendar days.

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.

The company shall not cancel any vacation once it has been approved, except in cases of extreme emergency. Bargaining unit members shall have up until overtime is assigned for their scheduled vacation period to cancel their vacation. Once overtime has been assigned to cover the scheduled vacation time, the vacation time shall not be cancelled. Vacations that have been approved shall not be cancelled. This includes vacation weeks/days, which have holidays included in that week. The employee shall be paid for both the holiday and the vacation time per Article 15 Section 2.

In the event the Company determines there is an extreme emergency, the Company will notify the Union of when they intend to cancel vacations, when the vacation cancellations will end and who will be affected prior to the cancellations taking effect. The Company will give the Union as much advanced notice as possible.

For the current year vacation selections shall be granted and distributed as in the past with one exception. That exception is that all vacation weeks that have been granted and approved shall remain approved including weeks with holidays included.

Blackout periods for scheduled outages and FOF for the next year, must be blacked out by the Company no later than October 31<sup>st</sup> of the year of the vacation annual bid. If the Company were to fail to blackout these dates prior to October 31<sup>st</sup> of the year of the annual bid for next year; the Company must wait to block out these dates after the annual bid is complete.

**ARTICLE 17**  
**INSURANCE BENEFITS**

The following Company benefits will be provided under the same terms and conditions as the Company offers to non-represented, non-exempt 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 17(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 five (5) sick days before starting STD or wait five (5) workdays before STD starts to be paid if the employee no longer has sufficient sick days.

A. 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 buyup will make the election annually during benefits open enrollment. This election will take effect beginning on January 1 of the following year.

2. Notwithstanding Article 17 (1), 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. All contributions are immediately vested. No provision of the Plan is subject to the grievance procedure of this Agreement.

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.

(m) Adoption Assistance

(n) Tuition Reimbursement

(o) Bonding and Primary Caregiver Leave

(p) Backup Child and Elder Care Services (available 1/1/23)

(q) Vacation Donation Program

Bargaining unit employees will be eligible for paid bonding and primary caregiver leave beginning with events (birth, placement of a child for adoption or critical health condition) that occur on or after ratification.

**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 non-represented 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 18

### **SICK LEAVE and Paid Leave**

**Section 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 hire. During the term of this agreement, full time employees upon completing the employee's probationary period; will be eligible for sick time, 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

Sick time is defined as a requested and approved absence from duty.

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 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.

**Section 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 a maximum of forty-eight (48) hours of sick time from calendar year to calendar year. Employees shall be paid out any unused sick days in excess of the allotted carry over amount. Payment shall be received no later than the month of February of each year.

**Section 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.
- b. Sick Time may be used for an absence necessitated by an emergency.
- c. If Sick Time is not used for the reasons identified above, the employee must submit, for approval, an Absentee Request in accordance with requirements specified for vacation.

**Sections 4** Sick Time hours are not post hours and shall be paid at the straight-time hourly rate.

## **ARTICLE 19**

### **LEAVES OF ABSENCES**

**Section 1** Leaves of absence 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.

It is understood that any compensable time (i.e., vacation, sick leave) applicable to the leave will first be allocated to such leave, and when compensable time is exhausted, the remaining portion of the leave will be unpaid. The said employee seeking such leave of absence without pay shall put it in writing, citing the reason for such request and the calendar period. If such 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 such

employee's return to work will be subject to his 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 2** FMLA leaves in accordance with law and HR-AC-24.

**Section 3** Any 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 unpaid leave of absence of up to thirty (30) days, shall be granted such unpaid leave of absence without affecting his/her seniority rights, provided he/she applied for it in writing at least two (2) weeks prior to such leave. Union leaves will be limited to no more than two (2) employees at any one time. The request for such leave must be received in writing from the designated union representative.

**Section 4** **Military Leave**

To allow eligible employees to 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 applicable HR Military Leave Policy.

## **ARTICLE 20**

### **UNIFORMS**

The Employer will continue to furnish each Security Officer with the standard uniform issue. Replacement uniforms required due to loss or neglect will be chargeable to the Security Officer. On termination of employment, Security Officers must either turn in their uniforms or pay for same. Full-time employees shall receive an annual boot allowance of two hundred and seventy-five (\$275.00) dollars by the second pay period in January, starting in 2026, for boots and other apparel.

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

**Section 1** The Company will grant regular employees leave of three (3) paid workdays surrounding the death and burial of an immediate family member.

This leave will be paid to the extent that one of these days falls on a scheduled workday. The term “immediate family member” means a spouse, domestic partner/significant other, children, stepchildren, stepbrother or sister, mother, father, sister, brother, grandmother, grandfather, grandchild, stepparents, and step- grandchildren, step grandparents, spouses’ grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, employees or spouses’ aunts or uncles, or someone who depends entirely on the employee for support.

**Section 2** A day’s pay is the time corresponding to the daily work schedule to which that employee is assigned at the time the bereavement pay is to be taken and is paid at the employee’s base straight time wage rate. Bereavement pay is not to be construed as time worked or paid for the purposes of computing hours worked to compute overtime pay.

**Section 3** The Employer reserves the right to require proof of attendance at the funeral.

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 22**

### **GENERAL**

**Section 1** Employees are required to have a functional phone and they are required to provide site management with their current address and phone number.

**Section 2** The Employer will pay the initial cost of security officer's licenses or permits required in the performance of an employee's assigned duties as required by city ordinance or state statute, except drivers licenses, if any is now required or would be required in the future, and the cost of renewals. However, should a security officer lose or cause to be lost his license or permit, any costs incurred for replacement of said license or permit shall be paid solely by said employee.

**Section 3** A bulletin board will be provided by the Employer, which may be used by the Union for posting notices which are approved by the President of the Local Union or Chief Steward 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. items of general interest to Union members which cannot be considered in any way derogatory or in any way offensive in nature to the company.

The Chief Steward will give the above-listed material to the Site Manager; and if it meets the standards spelled out above, he will post it forthwith. There will be no other posting of any kind of literature upon company property other than as herein provided.

**Section 4** The Union recognizes that it is the responsibility of the Security Officer employees to familiarize themselves with the job duties, rules and regulations established by the Employer and to perform the job duties as required and to obey the Employer rules and regulations and to faithfully report all violations thereof. The Union agrees that security officer 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 Clinton site, and that failure to do so constitutes sufficient cause for discipline, up to and including termination.

**Section 5** The Employer recognizes the need to provide hygiene relief for a security officer. The Union, in turn, recognizes the need for security officers to limit their requests for hygiene relief and further recognizes the requirement that security officers must be relieved before leaving their posts. It is understood that a supervisor may be called upon to relieve an employee.

**Section 6** Upon written request, the Employer will give the Union copies of the Employer's policies and code of conduct at least seven (7) days prior to implementation, if practical. The Union shall be required to maintain control of all such documents. The Union also recognizes that the Employer cannot give it copies of post orders, site security plant proprietary information or other Company classified documents. The Union also recognizes that it has the same access to public Nuclear Regulatory Commission documents as the Employer.

**Section 7** The Union understands and agrees that the Employer is a service organization contracted for by the client to fulfill their security needs, and that inherent in such service, the satisfaction and desires of the client shall not be impaired or infringed.

**Section 8** The Union reserves the right to question and grieve the reasonableness of the

Employer's rules and regulations.

**Section 9** It is understood and agreed that unforeseen situations arise which require the use of a supervisor to assist in performing the work of a bargaining unit employee. Work such as starting a rotation, temporary escorting, standing of post to relieve or to fill vacancies pending the arrival of a replacement employee may be performed by a supervisor. This is in addition to the use of supervisors to train, instruct or for emergencies beyond the control of the Employer.

**Section 10** Union members shall be permitted to wear a Union button provided said button does not exceed one (1) inch in diameter.

**Section 11** If the Employer must change a Security Officer's scheduled days off, the Employer will provide said Security Officer with as much notice as possible. **Management will provide seven (7) calendar days notification when switching an employee's crew assignment from days to nights or nights to days, barring an emergent issue.** The Employer will also attempt to schedule the Security Officer's off days or leave days consecutively

**Section 12** Labor/Management meetings may be held on a mutually agreeable basis as needed. The Employer representative will be the Employer's Labor Relations Director or his designated representative. The Chief Steward or his designated representative will receive financial recompense if the meeting is held on site. The Chief Steward or his designated representative will not receive financial recompense if the meeting is held off site.

Such meeting may be waived by either the Employer or the Union. Participation will be on a voluntary basis. Said meeting will be held at a mutually agreeable time and location.

**Section 13** The Security Officers will have an option in enrolling in a direct deposit plan.

**Section 14** In cases where the Employer believes that a Security Officer's job performance is unsatisfactory, the Employer shall notify the Security Officer of such unsatisfactory performance, and a signed and dated copy of the reprimand may be inserted into the Security Officer's file. A copy of the reprimand shall be given the Security Officer and a copy shall be made available to the Union upon request. In cases where absences, tardies, or lates are assessed on the evaluation, the reasons for those assessments will be recorded on the evaluation form. Use of a Security Officer's contractual sick days shall not be part of any evaluation.

**Section 15** Scheduled lunch breaks will not normally be interrupted for the purpose of watching training films or completing Read and Signs, except in the case of emergency or unusual operational requirements. Under these conditions, breaks will be rescheduled, if possible.

**Section 16** A security officer who fails any re-qualification on the second attempt will, within 14 days, be granted a additional attempt at re-qualification, provided such third attempt is in compliance with the Company's Security Training Program, NRC regulations or other Federal or State regulations.

**Section 17** A minimum of a fifteen (15) minute break shall be granted to a Security Officer who is working four (4) or eight (8) hours of overtime before or after their regularly scheduled shift.

**Section 18** In the event the Company in its capacity as the licensee determines that a Security Officer is not suitable to work in a security capacity, the Union recognizes the Company's right to make such a determination. The Employer agrees to take the requisite action(s) to attempt to locate alternative related employment for the affected Security Officer.

**Section 19** In the event that it becomes necessary to create a new classification or to reclassify Security Officers, the Employer agrees to meet with the Union in regards to benefits.

**Section 20** Regardless of Daylight Savings Time, employees shall be paid for actual hours worked.

**Section 21** Constellation Nuclear Security, LLC will make every effort to inform security officers of new policies or policy changes that are applicable to represented Nuclear Security employees.

**Section 22** The Company agrees to provide \$100.00 additional pay per trainee assigned to each Field Training Officer (FTO) employees upon completion of the FTO training duties. This payment shall be paid within two (2) pay cycles, after the employee submits the appropriate paperwork/forms required by the Company.

**Section 23** On a quarterly basis, should a bargaining unit member have zero call-offs, early departure (except where overstaffed personnel are available, and minimum shift staffing numbers are not affected as determined by management), and zero tardy events, they will be paid 6 hours of their straight time hourly base pay in effect at the time of payment. Perfect attendance pay will be computed and paid no later than 30 days after the calendar quarter.

**Section 24** **ADVERSARY ENGAGEMENT 10CFR73.55 (k) (3) and NRC Information**

**Notice 89-05** \_“Use of Deadly Force by Security Officers protecting nuclear power reactors against radiological sabotage” (or any successor Notice of document) shall apply to all bargaining unit members. The Employer shall provide for the legal defense and related expenses of bargaining unit member Security Officers charged with a violation of 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 regarding adversary engagement and use of deadly force. 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 actions in the reasonable performance of duties performed within the scope of their employment and in accordance with Employer and NRC directives and policies and training regarding adversary engagement and use of deadly force.



## **Section 25**     Department Adversary Force

- Department adversaries will be on a voluntary basis and will be selected and trained per SY-AA-150-1007.
- Qualified adversaries will be selected for overtime in accordance with the current overtime procedure for the applicable qualified positions, based on the business needs of the department.
- Qualified adversaries will not be exempt from normal shift overtime needs unless it conflicts with the adversary assignment.
- Qualified adversaries may be needed for off shift assignments, for drills, drill preparation or training. Selection will be on a rolling seniority base.
- Overtime accrued while on adversary assignment will be tracked the same as all other overtime.
- In the case of an off-shift assignment the adversaries will be afforded, at a minimum, the equivalent number of hours of work per week as they would have been assigned had they worked their normally assigned work schedule.
- Adversaries shall be selected by seniority to maintain their NRC required qualifications as both adversaries and players and in a manner that will maintain crew integrity.
- Adversary selection for off shift assignments—The Company will attempt to give 10 days' notice of the schedule change. The Company does not always receive notification in a timely manner, and will notify the employees as quickly as possible, in those cases.

**Section 26**     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 payout is calculated, and additional features of the Plan will be shared in depth with security officers upon employment.

**Section 27** 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.

**Section 28** If a level one discipline is the only discipline in an employee's file as of 12 months of its issuance, the level one discipline will be removed from the employee's file.

**Section 29** Except as addressed in Section 28 above, if an officer were to not have any discipline within the 18- month period beginning on the date of the officer's most recent discipline, all discipline will be rolled off and the employee's discipline reset. If an employee receives discipline within that 18-month period, all prior discipline remains of record. Except as expressly stated, this provision does not limit the employer's right to discipline or discharge.

## **ARTICLE 23**

### **JURY DUTY**

**Section 1** 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.

**Section 2** 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. A paid absence will not be granted if the employee is a plaintiff or a defendant in any case, unless the employee is 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 charged against an employee for purposes of imposing disciplinary action. When released by the court, the employee will advise their supervisor and will report to work on their next scheduled workday.

**Section 3** A day's pay is the time corresponding to the daily work schedule to which that employee is assigned at the time jury duty is performed and is paid at the employee's basic straight times wage rate. Jury duty pay is not to be construed as time worked for the purposes of computing overtime pay.

## **ARTICLE 24**

### **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 understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 25**

### **SEPARABILITY**

Should any of the provisions 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 provisions shall continue in effect only to the fullest extent permissible under 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 the 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 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 provision of this Agreement, but such remaining provisions shall continue in full force and effect.

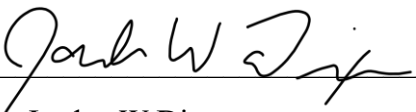
## ARTICLE 26

### DURATION

This Agreement shall be in effect upon ratification May 8, 2025 through and including May 7, 2028, and then shall automatically renew itself from year to year thereafter only unless the Employer or the Union gives written notice of its desire to terminate the agreement to the other party no less than ninety (90) days but no more than one hundred fifty (150) days prior to May 7, 2028 or May 7 of any subsequent year thereafter if no notice to terminate is given by May 7, 2028. During the term of this Agreement, there shall be no reopening to consider wages, hours or other terms of employment except by written mutual consent.


IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers as of the 8th day of May 2025.

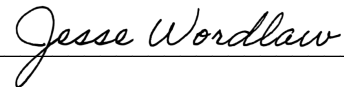
CONSTELLATION NUCLEAR  
SECURITY, LLC

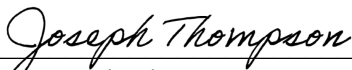
BY:   
Name: Jordan W Dixon  
TITLE: SR. Labor Relations Specialist  
Date: 4/28/25

BY: \_\_\_\_\_  
Name: Kenneth Harrison  
TITLE: SR. Manager Site Security  
Date: \_\_\_\_\_

National Union of Nuclear Security Officers  
NUNSO a DIVISION OF United Federation

LEOS-PBA  
BY:   
Name: Steve Maritas  
TITLE: Organizing Director LEOS-PA  
Date: 5/8/2025

BY:   
Name: Jesse Wordlaw  
TITLE: Executive Board NUNSO  
Date: 4/28/25

BY:   
Name: Joseph Thompson  
TITLE: Executive Board NUNSO  
Date: 4/28/25

## SCHEDULE A

### WAGES

**General Wage Increases:** The Company is offering a 2.5% GWI per year with a wage adjustment for SR. SO in first year of ratified CBA and then, each year of the CBA on the anniversary date of the CBA.

The following rates shall be verified as correct prior to final document signatures.

<b><u>Title</u></b>	<b><u>Previous CBA</u></b>	<b><u>5/8/25</u></b>	<b><u>5/8/26</u></b>	<b><u>5/8/27</u></b>
	<b><u>5/8/24</u></b>			
<b>Trainee</b>	<b>\$24.19</b>	<b>\$24.79</b>	<b>\$25.41</b>	<b>\$26.05</b>
<b>Security Officer I</b>	<b>\$25.22</b>	<b>\$25.85</b>	<b>\$26.50</b>	<b>\$27.16</b>
<b>Security Officer II</b>	<b>\$25.97</b>	<b>\$26.62</b>	<b>\$27.28</b>	<b>\$27.97</b>
<b>Security Officer III</b>	<b>\$26.82</b>	<b>\$27.49</b>	<b>\$28.18</b>	<b>\$28.88</b>
<b>Sr. Security Officer</b>	<b>\$31.53</b>	<b>\$33.65</b>	<b>\$34.49</b>	<b>\$35.35</b>

## **Bonuses**

### **One-time initial Ratification Bonus:**

\$1250.00, for Security Officers employed as of the date of ratification.

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

**Appendix A**  
**Shared Resource 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, and Quad Cities 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, under the following guidelines: 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 US General Services Administration (GSA) rate. The per diem rate will be paid at the daily rate in accordance with the GSA guidelines for the area of travel in effect at the time when the travel assignment begins. GSA rates may be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Per Diem reimbursements can only be used if the employee stays overnight at a new assigned location to perform work on the following day. Mileage will be based on home plant to outage plant driving distance. (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. 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.

*William P Logan*

Company

*Steve A. Maritas*

Union

6/16/22

Date

## Appendix B – Dues Checkoff Card

United Federation LEOS-PBA - NUNSO membership Authorization for check-off of dues

EMPLOYER: \_\_\_\_\_ ITS SUCCESSORS AND ASSIGNS

Worksite \_\_\_\_\_ NUNSO \_\_\_\_\_

I hereby assign to the United Federation Law Enforcement Officers Security and Police Benevolent Association (LEOS-PBA), the International Union, and its affiliated Union National Union of Nuclear Security Officers NUNSO, the National Unions, hereinafter referred to as the “Union,” from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the International and/or National Union may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time in accordance with its Constitution and By-Laws. I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while the authorization is in effect. \*

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective bargaining agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and it shall be applicable to any successor or assign of my current Employer. While contributions or gifts to the Union are not tax deductible as charitable contributions for Federal income tax purposes they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: \_\_\_\_\_

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

Rate of pay \$ \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*No dues will be deducted until there is a contract with the Employer.

In accordance with Beck v. Communications Workers of America, 487 U.S. 735 (1988) your Beck Rights can be found on our website at <http://www.leosu.org/beck-rights>.



### **Memorandum of Understanding, Development**

If and when a bargaining unit employee is temporarily assigned to and works in a management alternate job classification as a developmental opportunity, in the sole discretion of the Company, the employee will receive a pay upgrade equal to ten percent (10%) of base pay for all hours worked (calculated on a daily basis) in the managerial position.

Selection and determination of qualified individuals for these roles will be determined by the Company, and a review of the following will be utilized during selection: Qualifications/Experience, Attendance Records, and Discipline Records.

The bargaining unit will allow up to two (2) officers per crew to job shadow for training and experience purposes in any department including security. As long as this job shadowing/training does not create overtime or conflict with or create any contractual issues. The selected officers cannot hold these positions longer than three (3) consecutive months.

Both parties agree to discuss, re-evaluate the program, and make necessary adjustments if necessary.

This pilot program shall begin on May 9, 2022, or the first day the CBA becomes effective. Whether an employee is qualified shall be determined by the Company in its sole discretion, as is the decision on whether there is need for a developmental opportunity. The Pilot Program may be discontinued at any time, by the Company, upon 90 days' notice.

*William P Logan*

Company

*Steve A. Maritas*

Union

6/16/22

Date

## LETTER OF UNDERSTANDING

RE: Letter of Understanding, Juneteenth

Subsequent to Constellation communicating a corporate position as it pertains to the Juneteenth Holiday, the parties agree to meet and attempt to negotiate an agreement regarding said issue and reduce any mutual agreement or changes affecting the current terms and conditions of the CBA into writing. Any mutual agreement shall be made part of the CBA in effect at that time

William P Logan

Company

Steve A. Maritas

Union

6/16/22

Date