

LASALLE
COLLECTIVE BARGAINING
AGREEMENT
Between

Constellation Nuclear Security, LLC
And
National Union of Nuclear Security Officers
(NUNSO) a division of the
UNITED FEDERATION LEOS-PBA LAW
ENFORCEMENT OFFICERS SECURITY POLICE
BENEVOLENT ASSOCIATION

Effective Dates:

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PREAMBLE

THIS Agreement made and entered into this September 30, 2023, 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 1

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions AS CERTIFIED IN AND DESCIBED IN NLRB CASE 25-WRC-324105 of employment for all full-time security officers performing security duties defined in Section 9(b)(3) of the Act, as amended, for the Employer, at its LaSalle location, Constellation Corporation, RR #1, 2601 North 21st Road, Marseilles, IL 61341, but excluding all other employees, office clericals, confidential employees, CAS/SAS supervisors, trainers, leads and Managers and professional employees as certified in and defined by the National Labor Relations Act in (NLRB) Case No. 25 WRC-324105.

ARTICLE 2

MANAGEMENT RIGHTS

This Agreement shall not be construed to infringe or impair any of the normal management rights of the Employer, which are not inconsistent with the provisions of this Agreement. Included among management rights is the right to hire new employees and direct the working forces; the right to discipline, suspend or discharge

employees for just cause; the right to assign shifts; the right to require employees to observe Employer policies, rules and regulations not inconsistent with this Agreement; the right to plan, direct, control, continue or discontinue operations; the right to establish and change work schedules and assignments; the right to select and determine the number and type of employees required; the right to determine the method and manner of operations and the number of employees necessary to perform operations; the right to establish the standards of work performance for employees; the right to introduce new or improved methods; and the right to change existing business practices. This statement of Management Rights, which remain unimpaired by the Agreement, is not intended to exclude others which are not mentioned herein. The parties recognize the Employer's right to make rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and, after advance notice of seven (7) days, whenever possible to the Union and its employees, to require compliance therewith by employees.

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 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 required 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 at reasonable rates for the duration of this Agreement and also any presently existing arrangements for installment payments and to accept as a member any employee who pursuant to the Agreement applies for membership without any charge other than 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 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 reasons and whom the Union specifies to be discharged for that reason, are to be submitted to the Employer in written notice from the Union and signed by the Union Representative.

Section 5. Nothing contained in this Article or in the 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 the period of this Agreement upon presentation of a written, personally signed authorization form from any employee subject to this Agreement, a copy of which form is annexed to this Agreement and made a part thereof, the Employer will deduct from such employee's pay the Union monthly installment of union 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, mailing address, and amount of dues paid in a bi-weekly basis. When the employee's earnings are insufficient to cover the authorized deductions, the said Union fee and/or dues shall be deducted in the next payroll period in which sufficient employee's earnings are available.

Section 2. All sums collected in accordance with such signed authorization card shall be remitted by the Employer to UNITED FEDERATION LEOS-PBA LAW ENFORCEMENT OFFICERS SECURITY POLICE BENEVOLENT ASSOCIATION.

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 provision of this Article, Check-off or because of the existence of this Article 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 but not involving any change in or addition to this Agreement. Such grievances must be presented to the Employer in writing within fourteen (14) business days, excluding holidays as designated in Article 15, and week-ends, after it occurred, stating in addition to the security officer's version of the facts, the specific article and section of the agreement allegedly violated, the date alleged violation occurred and signed by the security officer, the Union Steward or the Union Representative. It is the responsibility of the member to notify the Union Steward or the Union Representative if a grievance needs to be filed. 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 by Nuclear Security 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. A security officer or steward may consult directly with their shift supervisor on a matter, which does not necessarily constitute a grievance. In any case where a Security Officer or steward is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provisions of this Agreement on which he/she has informally consulted with their 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 Security Operations Supervisor or Designee in writing

within fourteen (14) days from the date of the occurrence of the incident or when the Security Officer or the Union became aware of it. If more than fourteen (14) days have elapsed, the Security Officer and the Union shall be barred thereafter from processing the grievance. The Security Operations Supervisor or Designee shall within 14 days after receiving the grievance render their decision in writing to the respective Union Steward or Union official.

Step 2

If the grievance has not been settled satisfactorily under the above procedure the Security Officer and/or the Union may submit the grievance to the Employer's Manager Site Security Operations or Designee within seven (7) days after receipt of the above decision by the Employer's representative. The Employer's Manager Site Security Operations or Designee shall schedule a meeting or teleconference, in order to discuss the grievance, within thirty (30) calendar days and then shall render a decision in writing within fourteen (14) days of said meeting or teleconference. This meeting or teleconference shall involve the Manager Site Security Operations or Designee, a Human Resources Representative, a Union Representative, the grievant, and the steward. At the meeting, the parties will be required to produce copies of any physical evidence, data, or material, in support of their respective

positions. This meeting may be waived by mutual consent of the Employer and the Union.

Step 3

Within 10 days of the Employer's Step 2 answer, if the grievance is not resolved satisfactorily, the Union's Representative or their appointed representative shall request a meeting with the Labor Relations Liaison or the Employer's Sr. Manager, Site Security or designee(s) in order to attempt to resolve the matter. 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.

Voluntary Grievance Mediation. *Within ten (10) days after receipt of the above referenced notice to the Director of Labor Relations or Designee, the grievance is not settled at Step 3, upon the mutual agreement of the Company and the Union, the parties may submit the grievance to Federal 2023 Lasalle Security Contract Negotiations Constellation Nuclear Security LLC & NUNSO Company Offer for Agreement Mediation and Conciliation Service for resolution through non-binding mediation. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration pursuant to section 2.*

Step 4

If the grievance has not been settled in step 3, the Union may submit the grievance for arbitration by certified mail to the Employer's Labor Relations Liaison or Employer's designated representative, no more than fifteen (15) days after the Step 3 meeting.

Step 5

Within twenty (20) days after receipt of the certified 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. 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 the 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 twenty (20) 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 3. 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, and each party shall be responsible for its own cost in obtaining a copy of such transcript. The Employer and the Union are responsible for the wages and expense of its own representatives and witnesses.

Section 4. In calculating time for this Article, Saturdays, Sundays and Holidays, as designated in Article 15, 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 5. A grievance involving discharge and/or disciplinary suspension will be initiated at the 2nd Step of the grievance procedure. Grievances involving discharge and/or disciplinary suspension shall be filed within fourteen (14) days of discharge or suspension. A 2nd Step meeting or teleconference shall be held within twenty (20) days following receipt of the grievance. The meeting shall consist of the Employer's representative, a Union representative, and/or the Stewart involved, and the grievant.

Section 6. Notwithstanding the foregoing provisions listed and described under the Arbitration Procedure, at any time during the process leading to arbitration, the Employer and the Union can by written mutual agreement settle the grievance without further action being necessary.

No more than one (1) grievance can be submitted to anyone (1) arbitrator, at anyone (1) time in anyone (1) case 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, or 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 business of the Employer, regardless of whether there is a claim by the Union of breach of this Agreement, or 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 or including termination. The Employer may, at its sole discretion, selectively discipline those employees who violate this provision.

Section 2. During the term of this Agreement, the Employer will not lockout the employees. The term "lock-out" as used herein does not

include the failure to return to work of employees or the discharge, suspension, termination, shutdown, layoff, or failure to recall by the Employer or the exercise of any of the Management Rights normally possessed by the Employer.

Section 3 Notwithstanding the expiration of the 2020 through 2023 collective bargaining agreement for LaSalle Station, Constellation Nuclear Security, LLC and NUNSO a division of the United Federation LEOS-PBA Law Enforcement Officers Security & Police Benevolent Association agree that the No-Strike/ No-Lockout provisions of the Parties' collective bargaining agreement shall remain in effect until either Party terminates this Memorandum of Agreement upon ten (10) calendar days' notice of its intent to strike or lockout. The No-Strike / No-Lockout provisions shall remain in effect until the expiration of the ten (10) calendar days' notice period. The parties agree that the Union's notice to terminate the Agreement or the Union's submission of any strike notice required by law or by this Agreement eliminates any no-strike clause or obligation but does not commit the Union to striking on any specific day or date.

ARTICLE 8

DEFINITIONS

Section 1. A “regular, full-time employee” under this Agreement is one who is normally assigned to a minimum of forty (40) hours per week or who has worked at least eighteen hundred (1,800) hours in the preceding year. All other employees under this Agreement shall be classified as regular, part-time employees. For the purpose of this section, 1800 hours worked will include all benefit and training hours with the exception of sick time.

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

- (a) the physical and mental examinations and re-examinations as required by the United States Government and/or the State Government.
- (b) and passes all necessary firearms training requirements and meets all necessary firearms qualifications and re-qualifications as required by the United States Government, and/or the State job requirements, and
- (c) all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training programs and/or security requirements as required by the

United States Government and/or the State Government at present or in the future.

ARTICLE 9

SENIORITY

Section 1. Security officer seniority is defined as the total length of an employee's continuous service at LaSalle within the bargaining unit, which means date hired to work security at LaSalle. Such seniority shall be computed from the first day worked of the employee's most current employment at LaSalle. All personnel hired by the Employer prior to the effective date of this Agreement shall retain the seniority as previously assigned.

Section 2. An employee must have one hundred eighty (180) calendar days of actual service with the Employer in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on probation, and he may be disciplined, or their services may be terminated at the sole discretion of the Employer without any recourse by said probationary employee to the grievance procedure set forth in this Agreement. The Union does not represent probationary employees laid off or discharged. At the end of such probationary period, the employee shall acquire seniority from the first day worked, as mentioned in Section 1 above.

Any absence during the first one hundred eighty (180) days may, at the Employer's discretion, extend said probation for a like period. If probation is extended, the Company will notify the union.

Section 3. Where two (2) employees have the same first day worked for the Employer, the employee whose last name is alphabetically first will be regarded as the senior employee of record for the seniority provisions of this Agreement.

Section 4. Seniority shall govern lay-off, recall, classification changes and shift openings if employees can meet qualifications or re-qualifications. Seniority shall govern shift assignments and days off provided openings are available.

Layoffs shall be made in the following manner:

- a) Probationary employees;
- b) Non-probationary, full-time employees shall be laid off on the basis of seniority. Recalls shall be made in the reverse order of lay-offs.

Section 5. An employee shall lose all seniority rights and shall be terminated if the employee:

- a) quits;

- b) is discharged for just cause;
- c) is absent from work for three (3) scheduled working days without notifying the Employer or fails to return from an approved leave of absence on the scheduled date of return, except where such employee shows reasonable cause for failure to give such notice or failure to return to work, which reason is acceptable to the Employer;
- d) fails to work following recall after a lay-off within three (3) days after being notified by telegram or registered mail, use of which means shall be considered notification, sent to their last known address, except where such employee (within thirty [30] calendar days but not thereafter) shows reasonable cause for failure to report, which reason is acceptable to the Employer;
- e) is laid off, off sick, or off injured; and any approved Company leave has been exhausted.
- f) fails to meet a qualification or requalification requirement in accordance with the Site Security Plan or Government Agency, and is unable to move to another classification covered by this agreement as outlined in Article 26, Job Classification Changes; or
- 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 December and June of each year of this Agreement. This list shall include employee name, hire date, job title, home address and home and/or cell phone number.

Section 7. An employee who transfers out of the bargaining unit to a supervisory position will not continue to accumulate seniority. The employee will return to the bargaining unit with the seniority standing at the time of their promotion. If the employee remains outside the bargaining unit for a cumulative period in excess of five (5) months or one hundred fifty (150) days, their seniority will be terminated in the bargaining unit. If the employee returns to the bargaining unit within a five (5) month period, the employee will not lose their seniority rights in the bargaining unit. During the above referenced five (5) month cumulative period, there shall be no limit as to the number of times which an employee may be promoted out of the bargaining unit.

Section 8. Bargaining unit employees will not be promoted out of the bargaining unit without their consent.

Section 9. An employee assigned to a shift other than their assigned shift as a result of a layoff/reduction in force, shall have the

opportunity to exercise shift preference by utilization of the shift preference sheet.

ARTICLE 10

UNION REPRESENTATION

Section 1. In order to provide a system of union representation on the site, the Union shall be represented by:

- a) Chief Steward
- b) Union Representative
- c) Union member, if Steward is not available.

The Union will give prior notice of any change in the list above.

Section 2. It is stipulated and agreed that the foregoing 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 other purpose is hereby withdrawn and declared null and void. Any other authority of the agent, except as provided 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 Steward and one (1) alternate on each shift shall have the authority to process grievances only arising under the

terms of this Agreement in accordance with the procedure set forth in the Agreement. Employees will not be denied the right to have a Union representative present during disciplinary investigations or disciplinary procedures if the employee requests such representation. Stewards shall not be denied the opportunity to confer with the employee before an investigation. No attempt will be made by the Employer to conduct an investigation by telephone once Union Representation has been requested by the employee without a steward physically present with either the employee or the person doing the investigation.

The Union shall be represented by one (1) Chief Steward. On each shift/crew there may be one (1) Steward and one (1) Alternate Steward. In the event any Steward on site needs to contact the Union representative, the employee will have the right to do so. In the event the Union needs to contact the Steward, they will not be denied this right. Such contacts, if any, will not disrupt the needs of the business and will be limited in nature.

Section 4. 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 5. The Chief Steward and Union Stewards who attend Union meetings, labor management meetings, or other Union related functions will be granted time off without pay and without attendance point deductions for those meetings. With the exception of the crew that the Chief Steward is assigned, no more than one (1) union representative will be allowed off per shift crew. In order for such time off from work to be granted, the Union will endeavor to provide the Operations Manager or their designated representative with written notice of such request at least forty-eight (48) hours in advance of the requested absence whenever possible. The above is conditioned on the site operational needs.

ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 1. The workweek shall commence consistent with work schedule in place and end one hundred sixty-eight (168) hours later. The normal Shift Schedules are as follows:

AM Shift: The workweek will commence at 12:00 P.M. Saturdays to 11:59 A.M. the following Saturday for the dayshift, with the understanding that the work hours are 5:45 A.M. to 5:45 P.M., a mandatory paid shift briefing may be scheduled for (15) minutes prior to shift.

PM Shift: The workweek will commence at 12:00 A.M. Sunday to 11:59 P.M. the following Saturday for the nightshift, with the understanding that the work hours are 5:45 P.M. to 5:45 A.M., a mandatory paid shift briefing may be scheduled for (15) minutes prior to shift.

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 Employer or 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 (1-1/2) times an employee's regular base, straight-time wage rate will be paid to the employee for all hours actually worked in excess of forty (40) hours within the work week. There shall be no compounding, duplication 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. This paid time will not come from the employee's sick or vacation time.

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 shall be amended upon agreement of both parties. The Employer maintains the right to administer overtime procedures to comply with any applicable NRC or other agency regulations regarding work hours. The Employer and the Union commit to engaging in good faith discussions to reach agreement regarding any such required modifications. Management is to respond to the Union's request within NINETY (90) days of said request.

Section 2. Should there be a misassignment of overtime, the employee who was passed over will be offered the next ability to select an opportunity to work overtime on their shift within the next thirty (30) calendar days. Should the employee decline to schedule the make-up overtime within the thirty (30) calendar day period, the matter shall be deemed remedied and neither the employee nor the Union shall have further recourse.

ARTICLE 13

CALL-IN PAY

Employees who are called to the station for investigations (including discipline) and employment status shall receive a minimum of two (2) hours' work or pay at their hourly rate of pay. Employees who are called to work or permitted to come to work without having been notified that there will be no work shall receive a minimum of six (6) hours work and/or pay at their regular hourly rate of pay. Non-worked time shall not be counted towards calculating overtime. The Employer shall have the right to require the employee to work for this payment. If work is available and the employee chooses not to work, he shall not receive Call-In Pay. This Article shall not apply to employees either called in prior to their shift or required to work past their assigned shift. 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.

- A. Officers who come into work after a short notice call in, less than eight (8) hours prior to shift, will receive a twelve-dollar (12.00) meal payment.

ARTICLE 14

WAGES AND CLASSIFICATIONS

The wage rates for classifications covered by this Agreement are set forth in Schedule A attached 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 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; holiday allowances are equal to eight (8) hours.

The Company observes the following holidays annually:

New Year's Day (January 1)	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving

Memorial Day	Christmas Eve (December 24)
Independence Day (July 4 th)	Christmas (December 25)
Labor Day	

Section 2.

Holiday Pay

If the company decides to make Juneteenth a holiday, the employees will automatically receive that holiday going forward.

Employees do not have the option of accepting pay instead of taking the day off on a holiday.

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

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

Pay for all hours worked by an employee, outside their 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.

If a holiday falls within an employee's vacation, the employee will receive the holiday off pay and the vacation pay.

Section 3. In order to receive pay as provided in Sections 1 and 2 of this Article, the employee must work their regularly scheduled workday, excluding tardies of less than 30 minutes, before and complete their last regularly scheduled workday after the aforesaid holidays. This also includes employees who may work the holiday.

ARTICLE 16

VACATION TIME & SICK TIME

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

A. For employees hired or rehired prior to April 23, 2024,
vacation days are granted at the beginning of the year and not

earned for past service (*includes employees on Family Medical Leave*).

- B. Employees not actively working at the beginning of the year (e.g., *on a personal leave of absence, or on a suspension*) shall be granted vacation days upon return to active employment.
- C. **All employees hired or rehired on or after April 23, 2024**, shall accrue vacation hours pro-rata on a weekly basis during active employment. Employees may take their annual vacation allotment before it is accrued, subject to supervisory approval. Employees receiving benefits under the Company's short-term disability benefit 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 unpaid Military Leave of Absence within the HRIS, will continue to accrue vacation hours. Employees not actively working at the beginning of the year shall begin accruing vacation hours upon return to active employment.

The following is the vacation schedule:

LaSalle Vacation Schedule		
Years of Service	Vacation Hours	Total Days @ 12 Hour Shifts
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 be charged in increments of a full day (based on the number of regularly scheduled work hours. In those instances where an employee is granted less than a full day of vacation, only the hours granted will be charged.

During the period November 1st through November 30th of each year, a vacation availability listing will be distributed to employees to solicit vacation preference by seniority. Full block preferences shall be granted during this period before one (1) day vacation requests. Based upon operational necessity, the Employer may block off and prohibit requests from being submitted for days in which the Employer deems necessary (i.e., Outage periods, the week of graded NRC force on force drills, currently held on a triennial basis). The company

will render a decision, based on operational needs, no later than December 31st. 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.

A full block is defined as taking two or three consecutive days that total at least 7 days. (For example: a block is taking Monday and Tuesday or Wednesday and Thursday or Friday, Saturday, and Sunday for nightshift, or Tuesday and Wednesday, or Thursday and Friday, or Saturday, Sunday, and Monday for dayshift).

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

New Hires

Effective April 23, 2024, newly hired employees will begin accruing vacation days after completion of their probationary period according to the schedule above. Newly hired employees may submit for vacation time once on shift and must be after the probationary period. During the first year of employment (within 365 days of hire) and after completion of the employee's probationary period; the newly hired

employee will begin accruing vacation time on a weekly basis up to a maximum of 36 vacation hours. After one year of service, the employee will accrue weekly on a prorated basis up to a maximum of 144 vacation hours between the one-year anniversary date and the end of that calendar year (carryover and buyback option is available). On each January 1 thereafter, the employee will be eligible to accrue the employee's full allotment of vacation hours for the following year, prospectively accrued pro-rata on a weekly basis during active employment.

Examples

Beginning on day 180, new hires begin to accrue at a rate of 1.3846 hours per week until day 365 ($36 / 26 = 1.3846$)

Beginning on day 365, they begin to accrue at a rate of 2.7692 hours per week ($144 / 52$) until the next available January 1.

Effective April 23, 2024, rehired employees, after completion of their probationary period, will be eligible to accrue vacation time on a weekly basis consistent with new hires as described above. On each January 1 after having served one year from the date of their rehire, their previous service will count toward their total years of service, and they will accrue vacation hours pro-rata on a weekly basis in accordance with vacation schedule above.

Carryover and Buyback

An employee can carry over up to one hundred twenty (120) vacation hours into the following year and the company will buy back up to 84 hours of vacation. Any employee who has more than unused vacation hours at the end of a year will be granted a number of 120 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 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 carry over a total of 96 vacation hours into the following year. The employee may also request that the Company buyback 84 of the 96 unused vacation hours and carry over 12 vacation hours into the following year.

Example two: An employee with a normal yearly allotment of 180 vacation hours who ends the year with 144 unused vacation hours will carry over a total of 120 vacation hours into the following year. In order to not lose vacation hours, the employee must request to have bought back 24 hours or up to 84 hours, as they are limited to 300 hours of new vacation time (180 hours accrued pro-rata on a weekly basis plus 120 rollover hours).

An employee can carry over up to 120 vacation hours into the following year and the company will buy back up to 84 hours of vacation. In no instance may an employee carry over more than 120 vacation hours or have bought back more than 84 hours. Vacation hours will be paid out the second full pay period of the following year.

A Security officer who, in accordance with the Carryover and Buyback language, does intend to Carryover time to be used in the following calendar year, may only schedule this time for use after all officers have had the opportunity to submit their vacation selections during the November bid period.

Upon Termination

Those employees hired after April 23, 2024, who resign or are terminated will be paid for accrued but unused vacation days. The termination date will be the last day worked. Those employees who retire are paid all accrued but unused vacation as of their last day worked. If the vacation used exceeds accrued benefits at the time of termination or retirement, as provided herein, the excess benefits will be recovered from final pay or other disbursements. Employees hired or rehired before April 23, 2024, will receive all earned vacation upon separation.

Compensation For Vacation

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

Approval of Vacation Time

An employee's manager must approve all vacation in advance. Management has its own guidelines on scheduling and advance notice of vacation time. Approval of vacation time is contingent upon the needs of the business, however while training is important, vacation will not be denied because of projected unscheduled training.

During the November 1st through November 30th sign-up period for the next year's vacations, three (3) security officers will be allowed to sign up for vacation per crew per day. After January 1st, the Company may grant vacations to Security Officers for any remaining slots up to the 3 per crew per day, unless operational necessity prevents such action.

These same rules apply to security officers who normally work a Monday through Friday schedule.

In addition to the number of vacations allowed per crew during the November 1st through November 30th sign-up period, the Company may grant one (1) additional vacation per day crew for the Martin Luther King, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Holiday, and New Years weeks. Should any of the additional vacation opportunities created under this section, not be filled by the end of the sign-up period (November 30th), the Employer may block off and prohibit requests from being submitted for those additional vacations after November 30th making those slots unavailable going forward for that vacation cycle.

All other conditions and/or requirements of the vacation selection process will remain in place and all selections of “additional vacations” shall be made in strict accordance with ARTICLE 16 VACATION & SICK TIME, except as modified by the above paragraph.

Cancellation of Vacation Time

Vacation time must be submitted no less than seven (7) days in advance. Unless it is an emergency, employees will only be able to cancel approved vacation (blocks), fourteen (14) days in advance. The Employer shall post all vacation (blocks) up for bid for no less than three (3) days once the block has been cancelled by an

employee. If no employee is interested in the full block after the three (3) days have passed, then single days shall be available. Submission of interest in full blocks and single days may be submitted in the same three (3) day period, however, full blocks will have preference. If more than one employee submits at the same time, seniority shall govern. This applies to vacation blocks submitted and approved after the November selection only.

Selections after January 1st shall be cancelled with no less than fourteen (14) days' notice and new submissions within three (3) days. If more than one employee submits at the same time, seniority shall govern.

SICK 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 their hire. During the term of this agreement, full time employees upon their 91st day of employment will be eligible for paid leave time, based on the following schedule:

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

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

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

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

- A. the Company’s operational or regulatory needs;
- B. whether similarly situated employees are treated the same for the purposes of reviewing, approving and denying paid leave;

- C.whether granting leave during a particular time period would significantly impact the business operations due to the Company's size; and
- D. whether the employee has adequate opportunity to use all paid leave time they are entitled to over a 12- month period.

Section 2. Employees are eligible for forty-eight (48) hours of sick time usable for the purposes stated above during each calendar year, except as specified in the table above for new employees. The ability to carry over sick time for new employees will be prorated as indicated based upon the date of employment. Each employee may carry over forty-eight (48) hours of sick time from calendar year to calendar year. If so desired by the employee, two (2) 12-hour period of sick leave time can be utilized as a personal day. However, a personal day cannot be used on a Holiday or a scheduled training day. Management will allow one Officer to utilize a personal day: one per crew per day. Any additional requests will require management approval and can be denied. Approval can be given by the Security Shift Supervisor.

Employees may opt to have 48 hours of unused sick time bought back by the company rather than rolling over into the following year. For example, an employee having all 48 hours remaining, may opt to roll over 24 hours and be paid for 24 hours. In no instance shall an

employee be allowed to carry over more than 48 hours, providing a total available sick bank for the following year at max. 96 hours, or bought back more than 48 hours.

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 of employee and in accordance with the Illinois Employee Sick Leave Act and PLAWA. Leave may be used in increments provided under PLAWA.

Section 4. It is understood that the following conditions apply to sick leave:

A. There will be no duplication of Worker's Compensation and sick leave payments for the same day.

B. Employees will be paid sick leave based on their base, straight time wage rate.

C. There shall be no pro-ration of sick leave pay for terminated employees. Employees who terminate their employment or are terminated by the Company prior to their anniversary

date shall not be eligible for sick leave pay under the provisions of this Article.

- D. An individual who has been absent three (3) consecutive workdays or more due to injury or illness must supply a doctor's certificate on the day they return to work.
- E. A request for leave for PLAWA purposes may be denied based on operational or regulatory needs as set forth in PLAWA and its implementing regulations.
- F. If said employee is sick and calls into work and the Employer insists that said employee must come into work based on operational needs, said employee may refuse to work if he/she provides a doctor's note and said employee will not be disciplined.

Section 5. On a quarterly basis, should a bargaining unit member have zero call-offs or tardy events, they will be paid 12 hours of their straight time hourly base pay in effect at the time of the payment. Employees who have zero attendance violations for an entire calendar year, will receive an additional twelve (12) hours of their straight time hourly base pay.

ARTICLE 17

INSURANCE AND OTHER 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 one calendar week before starting STD or wait one calendar week before STD starts to be paid if the employee no longer has sufficient sick days. An employee can use used earned vacation time during this time period if all of the employee's sick time has been exhausted.

Based on the sickness allowance set forth herein, the parties waive any applicable sick and/or safe leave law and/or other paid leave law to the extent permitted by law, including, but not limited to the provisions of Article 16.

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

2. Notwithstanding Article 17 (I), 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. The following company policies/programs shall be provided under the same terms and conditions as the

Company offers such policies/programs to non-represented employees.

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

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

LEAVES OF ABSENCE

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 their seniority standing in the unit. Failure to report to work as scheduled following an unpaid leave of absence will operate as a voluntary termination.

Section 2. FMLA leaves will be granted in accordance with the law.

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 three (3) weeks, shall be granted such unpaid leave of absence without affecting their seniority rights, provided he 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.

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, the Employer will follow the applicable Military Leave policy.

Section 5. Any employee on a leave of absence must make arrangements for continuation of insurance coverage prior to the leave, if possible, failure to do so may result in a loss of coverage.

Section 6. Employees will be entitled to the terms of the Maternity and Bonding Leave and Primary Caregiver Leave as it existed on January 1, 2017. The Company reserves the right to modify the

Maternity and Bonding Leave and Primary Caregiver Leave as determined in its sole discretion.

ARTICLE 19

UNIFORMS

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

Security officers will receive a \$240.00 payment on the second pay period of each calendar year for the purchase of approved foot and winter wear.

ARTICLE 20

BEREAVEMENT LEAVE

Company will grant regular employees leave of up to three working days surrounding the death or to attend the burial or services of an immediate family member. This leave will be paid to the extent that one of these days falls on a scheduled workday.

The immediate family is designated as spouse, children, stepchildren, stepbrother or stepsister, mother, father, sister, brother, aunt, uncle, grandmother, grandfather, grandchild, stepparents and step-grandchildren, step grandparents, grandparent-in-law, domestic partner/significant other, mother-in-law and father-in-law or someone who the employee has legal custody of.

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

Any family relation not listed above may be eligible to be utilized from the employee's benefit time to attend the service at the sole discretion of the Company. Benefit time must be available to be eligible for consideration for the approval.

ARTICLE 21

GENERAL

Section 1. Employees are required to have a functioning phone and are required to provide site supervision with their current address and telephone number(s).

Section 2. The Employer will pay the initial cost of security officers licenses or permits required in the performance of an employee's assigned duties as required by city ordinance or state statute, except drivers' and concealed carry 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 their 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 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 Union 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 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 La Salle site, and that failure to do so constitutes sufficient cause for discipline, up to and including discharge.

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 supervisors may be called upon to relieve an employee.

Section 6. Upon the Union's written request, the Employer will give the Union copies of the Employer's rules and regulations 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 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 reserves the right to question the reasonableness of the Employer's rules and regulations, and the application of same through the Grievance Procedure, up to and including arbitration.

Section 8. In accordance with the agreed to overtime procedure, on an emergency, it is understood and agreed that during the normal course of the workday situations arise which require the use of a supervisor to assist in performing the work of a unit employee. If any such Union work is performed by supervision, management will notify the Union of their intent to use supervision for union work. Work such as starting a rotation, temporary escorting or 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 supervisor to train, instruct, or for emergencies beyond the control of the Employer.

Section 9. Union members shall be permitted to wear a Union button provided said button does not exceed one (1) inch in diameter. Union Stewards and alternates will be allowed to wear the Union's standard steward button provided said button does not exceed two and one-half (2 ½) inches in diameter.

Section 10. The Employer will attempt to schedule its employees' leave days consecutively.

Section 11. Labor/Management meetings will be held as needed or requested by either party to discuss, on a non-precedent setting or binding basis, working conditions, job assignments, and issues of mutual concern, to include improved work performance. Meetings will be at a mutually agreeable time and location and may be waived by mutual agreement of the parties. Bargaining unit participants will be present at their discretion but will be limited to no more than five (5) persons and same will not receive any financial recompense from the Employer for time spent in attendance at such meeting. The Chief Steward or their designated Steward or their designated representative will not receive financial recompense if the meeting is

held off site. Employer's participants will also be limited to five (5) participants. Participation will be on a voluntary basis.

Section 12. Employees will enroll in a direct payroll deposit plan.

Section 13. Employer will pay security officers at their applicable wage rate for time actually spent for training.

Time spent traveling from home to training facility or training facility to home is not compensable. Employees who travel directly from training to work or from work to training will be compensated for actual travel time.

The Employer will pay security officers for time spent at the range to requalify with a weapon at their applicable wage rate. Additionally, in the event that the range is moved to more than 20 miles from LaSalle Station, the Employer will pay mileage from the site to the range at the going rate per the Employer's established rate per mile.

Employees will receive two (2) hours minimum pay, at the appropriate rate of pay, for the purpose of training, to include annual physical examinations. If, however, the Officer chooses to leave after the work has been completed (less than 2 hours) the Officer will only be paid for actual time worked.

Section 14. All Off-Site Searches:

The Company shall solicit volunteers to staff these search positions. The positions will be filled by the highest senior officer who has volunteered. Should there be an insufficient number of volunteers; the least senior officer(s) who normally work(s) on that crew shall be assigned to perform the search assignment, one of which shall be the least senior experienced officer. Should this assignment be classified as overtime, said assignment shall be made in accordance with the overtime policy in place at that time.

Searches Outside of Illinois: The Company shall solicit volunteers to staff these search positions. The positions will be filled by the highest Senior Officer who has volunteered.

Section 15. Security Officers will be afforded the voluntary opportunity for firearms practice no less than twice a year. The Company agrees to provide weapons, ammunition, and range supervision, and up to four (4) hours of straight time pay. These hours will not be computed towards the overtime calculation for that week. The Company will notify the Security Officers of the voluntary opportunity at least 30 days in advance of the firearms practice date and will post the signup sheet at least 15 days before the firearms practice date.

Section 16. Security Officers will be scheduled in advance, and notified when their agility tests will be completed.

Section 17. *Shift re-bids will occur yearly in accordance with the following guidelines:* Bidding for shifts will occur after the annual force on force training is completed but shall be processed and the results known prior to the vacation selection period. Union members shall submit a shift preference sheet between September 1st and October 1st each year. Union members will be informed of the results of the shift re-bid one week prior to the November 1st vacation scheduling sign-up period and will and will take effect at the beginning of the first complete six (6) week work hour cycle of the following year. Shift re-bidding shall be based on shift seniority. The Company will attempt to follow the current crew re-bid process when filling positions outside the annual bid process. However, management reserves the right to fill open positions based on operational necessity. In the filling of positions outside the annual bid process, the Company shall open and conduct a shift rebid for one week in order to fill vacancies positions based on updated shift preference sheets submitted by the employees and awarded based on overall department seniority. The decision as to whether a vacancy exists is the sole discretion of the Company. Union members may not “bump” other officers from their

shifts, regardless of seniority, except as provide for and in accordance with the provisions of this and the current collective bargaining agreement. Nothing contained herein shall create any agreement or guarantee of minimum staffing levels.

Section 18. Shared Resource: In the spirit of cooperation between Constellation Nuclear Security and the Labor Unions representing the security officers at the Constellation Nuclear Generating Facilities of Braidwood, Byron, Clinton, Dresden, LaSalle, Quad Cities, TMI, and Limerick it is agreed to, that during plant outages, Security Officers from within the Constellation Nuclear Security, LLC can be used to supplement the Security Force at the plant having the outage, and in periods of operational needs under the following guidelines. It is understood that the intention of this agreement is not to increase overtime at the security officer's home site.

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

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

In addition to their standard hourly wage, officers on outage supplemental duty will receive a daily per diem and base mileage at the Constellation Corporate rate. Mileage will be based on home

plant to outage plant driving distance. Should lodging be necessary (determined by Constellation), it will be provided at no cost to the officer. (See Constellation Policy HR-AC-30)

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

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

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

ARTICLE 22

JURY DUTY

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

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

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

ARTICLE 23

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24

SEPARABILITY

Should any provision of this Agreement at any time during its life be found in conflict with the federal or state law, or as such laws may be amended, then such provision shall continue in effect only to the

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

ARTICLE 25

SENIORITY BUMP UP

Section 1. An Employee, who does not attempt to upgrade due to verifiable medical reasons, does not lose their right to be eligible to attempt to qualify for an upgrade using their Seniority.

Section 2. An Employee, who does not attempt to upgrade for an open position, will lose their right to bump up due to a layoff.

Section 3. Management will post a notice of available upgrade positions in as much advance as possible, but no less than one week in advance.

Section 4. For the purposes of this Agreement, this will only apply to upgrade attempts that became available after the signing of this Agreement. If no upgrade opportunities present themselves prior to any layoff, then no employees will be disqualified.

ARTICLE 26

DURATION

This agreement shall be in effect from ratification & execution by all parties through and including September 29, 2026 , and then automatically shall be renewed from year to year thereafter unless the Employer or the Union gives written notice to the other party of its desire to terminate or amend the agreement no less than ninety (90) but no more than one hundred and fifty (150) days before the expiration of the term of the agreement or of any renewal period. In the event either party gives a written notice of its desire to terminate or amend the agreement, the parties agree to begin negotiations for a new agreement not less than ninety (90) days before the end of the then current term.

ARTICLE 27

Inclement Weather Pay

On rare occasions it may be difficult or even impossible to arrive at work on time as a result of extremely hazardous conditions and roads and other public transportation systems made impassable by heavy snowstorm or other extreme and unusual emergent conditions in the vicinity of the primary reporting location. Any officer who anticipates arriving late due to inclement weather to their primary reporting location, must notify their supervisor as soon as possible and, absent extenuating circumstances, prior to the regular scheduled start time. In these circumstances, the employee will be given an opportunity to work NO LESS than their 12-hour shift scheduled for that day.

Constellation Nuclear Security, LLC National Union of Nuclear Security Officers

By: Jordan W. Dixon

Name: Jordan W. Dixon

Title: SR. Labor Relations Specialist

By: Steve Maritas

Name: Steve Maritas

Title: Organizing Director LEOS-PBA

Date: 5/6/2024

Date: 5/4/2024

By: Joseph Thompson
Name: Joseph Thompson

Title: Executive Board

Date: 5-4-24

By: Jesse Wordlaw
Name: Jesse Wordlaw

Title: Executive Board

Date: 5/4/24

By: Stephen Schumaker
Name: Stephen Schumaker

Title: Chief Steward

Date: 5/4/24

SCHEDULE A

WAGES

	<u>9/29/2023</u>	<u>9/29/2024</u>	<u>9/29/2025</u>
Trainee (first year)	\$24.12	\$24.72	\$25.34
Security Officer I (1st anniversary)	\$24.61	\$25.23	\$25.86
Security Officer II (2nd anniversary)	\$25.34	\$25.97	\$26.62
Security Officer III (3rd anniversary)	\$26.12	\$26.77	\$27.44
Sr Security Officer (4th anniversary)	\$32.83	\$33.65	\$34.49

General Wage

Increases shall be as follows:

9/29/2023, 3.0%

9/29/2024, 2.5%

9/29/2025, 2.5%

Bonuses

Ratification Bonus as follows:

One-time \$1,250.00 upon ratification of this agreement.

**Employer agrees that the Ratification Bonus will be paid no later than forty-five (45) days after the ratification vote is held.*

Retention Bonus:

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

2024- \$300.00 Trainee; Security Officer I-IV \$600.00

2025- \$300.00 Trainee; Security Officer I-IV \$600.00

AIP Bonus- 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%.