

ARTICLES of AGREEMENT 2024-2029



PanTEX

Managed and Operated by
Consolidated Nuclear Security, LLC



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PREAMBLE

This Agreement has been made between Consolidated Nuclear Security. LLC (CNS), its Successors, and Assignees at its Pantex Plant, Amarillo, Texas (referred to as the Company) and the Metal Trades Council of Amarillo, Texas and Vicinity, A.F.L. C.I.O., (referred to as the Council).

The Company and the Council have a common and sympathetic obligation in the progress of the Pantex Plant. Therefore, a working system and harmonious relations are necessary to maintain mutuality and confidence between the Company and Council. All shall benefit by continuous peaceful operation and by adjusting any differences through rational common sense methods.

When a Request for Proposals (RFP) for Management and Operation (M&O) of the Pantex Plant is published, the Company shall provide the Union with an electronic link to the RFP.

For the purposes of this agreement, the Pantex Plant refers to government-owned facilities, assets and buildings located on the Pantex Plant site for CNS operations.

Now, therefore, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

LABOR AND MANAGEMENT PARTNERSHIP

The Council and the Company shall establish a Labor and Management Partnership (LAMP) Committee to jointly develop programs, solutions, and/or actions of mutual benefit. The purpose of the LAMP shall be to jointly address subjects of mutual interest between the Council and the Company. Should one or both Parties reasonably believe sufficient progress is not being made to resolve topics, either Party, after informing the other, has the option to request mediation/assistance from the Labor Relations Manager. The Labor Relations Manager may engage another Party for assistance.

The Company and the Council shall work together to actively maintain the charter.

ARTICLE 1 RECOGNITION

In accordance with the National Labor Relations Board's authorization, dated August 7, 1952, and amended on October 8, 1956, in Case No. 16RC-1101, as assumed on July 1, 2014, by Consolidated Nuclear Security, LLC, (CNS) recognizing the Metal Trades Council of Amarillo, Texas, and Vicinity, A.F.L.-C.I.O., as the exclusive bargaining agent for all employees and classifications listed below:

Included in the Bargaining Unit: All production and maintenance employees of CNS, at the Pantex Plant, Amarillo, Texas, including Engineering Division inspectors, analysts, process auditors, and clerical employees, including Technical Library clerical personnel; janitors; laundry and change house employees and laundry and change house clerical employees; Firefighters and Fire Department clerical employees; Mechanical Department clerical employees; Production Division clerical employees, Industrial Engineering Department clerical employees; Radiation Safety Technicians; Laboratory Technicians; Radiation Health Technicians, Occupational Nurses, Time & Labor Coordinators, Maintenance Planner/Schedulers, Technical Security Technicians, Environmental Remediation Systems Technicians, Utility Locators, and **Reproduction Technicians**.

The Company shall provide the President/Chief Steward with the list of the MTC bargaining unit new-hires. The Company shall allow a representative(s) appointed by the MTC to speak with new bargaining unit employees during their General Employee Training.

The following employees are excluded from the Bargaining Unit: Personnel Department clerical employees, clerical employees in the Guard Department; all other main office clerical employees, guards and supervisory employees as defined in the National Labor Relations Act, as amended.

ARTICLE 2 ABROGATION OF AGREEMENT ARTICLES

This Agreement expresses the entire understanding of the Company and the Council, and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Company and the Council.

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

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

**ARTICLE 3
SUPERVISORS WORKING**

All Exempt, Non-Exempt/Non-Bargaining, and Supervisory employees shall not be permitted to perform any MTC bargaining unit work except in the following types of situations:

- (1) in emergencies;
- (2) in experimental work which requires special techniques and knowledge, and bargaining unit employees are not qualified to do the experiment;
- (3) in the instruction of employees;
- (4) in the performance of necessary work when production difficulties are encountered on the job. Production difficulties mean those difficulties requiring supervisory assistance to determine the cause;
- (5) This paragraph applies to the occupational health nurses only: Both the Union and the Company acknowledge that health care delivery is provided in the greater context of community standards of care which draw from the common understanding of scopes of practice, licensure requirements, and the various practice acts of the state of Texas. Nothing in this agreement may be construed as limiting the clinical privileges or practice latitude of any other clinician. Both the Union and the Company acknowledge that all clinical activities permitted by licensure, scopes of practice, and community standards of care may be performed by any duly qualified and credentialed clinician and cannot be reserved for any specific health care provider. Non-bargaining employees shall not perform normal duties of the Occupational Health Nurse, when they are present and available, that would lead to their displacement. Patient care shall not suffer due to this provision.

For the purpose of this Agreement, an emergency shall be fire, explosion, flood, hurricane, storm, line rupture, or power failure, Radiological Alarm, imminent security threat or any other conditions which endanger life or property. Raising the level of security does not constitute an emergency. Further, it is understood that the appropriate Steward or alternate shall be so informed in advance by the responsible supervisor with respect to the implementation of functions covered in item (2) above. It is also understood that in all of the above listed emergencies, every effort shall be made to contact the proper bargaining unit employee(s).

ARTICLE 4
DEDUCTION OF DUES AND INITIATION FEE

Section 1. Authorization and Deduction of Dues

All dues deduction authorization forms (new & revised) should be transmitted to the Metal Trades Council Financial Secretary/Treasurer, or designee, who shall forward them, along with proper forms, to the Human Resources Manager.

Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the dues payable by him/her to the Council during the period provided for in said authorization.

Deductions shall be made on account of Council dues from the first paycheck of the employee after receipt of the authorization, and monthly thereafter from the first paycheck of the employee in each month.

Money deducted from paychecks, as authorized herein for employees bargained for by the Council, shall be forwarded by electronic transfer to the account number furnished the Company by the Council not later than seven (7) days after the dues are deducted, along with a summary sheet in duplicate showing the name of each employee from whose paycheck money was deducted, the amount deducted, and an alphabetical or numerical code of the local union as indicated by the dues deduction authorization.

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

Name:
Dept:
Badge No:
Address: City, Zip

I hereby authorize Consolidated Nuclear Security, LLC, (CNS) to deduct each month from my wages a sum of money equal to the regular membership dues in _____ . I submit this authorization with the understanding that it shall be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining Agreement between CNS, and the Metal Trades Council of Amarillo, Texas, and Vicinity, A.F.L.-C.I.O., whichever occurs sooner. Upon written notification from the Metal Trades Council of Amarillo, Texas, and Vicinity, A.F.L.- C.I.O., that the amount of regular membership dues has been changed, or the union to which said sum of money is designated has been changed, CNS, is further authorized to make the appropriate deduction reflected by either of said changes.

Contributions or gifts to the Metal Trades Council are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

This authorization shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within thirty (30) days after any irrevocable period hereof. Such revocation shall be effected by written notice to the Human Resources Manager of the Company and the Secretary of the Council within such thirty (30) day period.

Signature: _____ Date: _____

Section 2. Authorization and Deduction of Initiation Fees

Upon receipt of a signed authorization of the employee involved, the Company shall deduct initiation fees from the employee's paycheck during one (1) bi-weekly pay period during the month or months indicated by said authorization. Selection of the specific pay period shall be at the discretion of the Company.

Money deducted from paychecks as authorized herein shall be forwarded by electronic transfer to the account number furnished the Company by the Council not later than seven (7) days after the dues are deducted, along with a summary sheet in duplicate showing the name of each employee from whose paycheck money was deducted, the amount deducted, along with a summary sheet in duplicate showing the name of each employee from whose paycheck money was deducted, the amount deducted, and an alphabetical or numerical code of the local union as indicated by the initiation fee deduction authorization.

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

Name:
Dept:
Badge No:
Address: City, Zip:

I hereby authorize Consolidated Nuclear Security, LLC, (CNS) to deduct from my wages the sum of \$___ as payment of my union initiation fee to _____.
The timing of such deductions shall be as follows: Initial deduction shall be in the month which this authorization is dated and received, if practicable; otherwise, it shall be made the following month. Subsequent deductions shall be made monthly until the total amount is deducted. It is further understood that in those cases where the total sum authorized is no more than \$25.00, the entire amount shall be deducted from one (1) paycheck. Where the total sum authorized exceeds \$25.00, it shall be deducted in monthly increments of \$25.00 until the total sum authorized is deducted (in such instances it is recognized that the deduction for the final month may be less than \$25.00 if a lesser amount remains due).

Signature: _____ Date: _____

Section 3. Political Action Wage Deduction Authorization Card

Upon receipt of a signed authorization of the employee involved, the Company shall deduct Political Action Committee (PAC) fees from the employee's paycheck during one (1) bi-weekly pay period during the month or months indicated by said authorization. Selection of the specific pay period shall be at the discretion of the Company.

Money deducted from paychecks as authorized herein shall be forwarded by electronic transfer to the account number furnished the Company by the Council not later than seven (7) days after the dues are deducted, along with a summary sheet in duplicate showing the name of each employee from whose paycheck money was deducted and the amount deducted.

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

I, (name & badge) hereby authorize and direct Consolidated Nuclear Security, LLC, (CNS) to deduct monthly from my wages the sum of \$_____ and forward this amount to the MTC Treasurer, to be dispersed to the appropriate Political Action Committee (PAC). I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local union. This authorization and the making of payments to the PAC are not conditions of membership in the Union or of employment with the Company, and I understand that the money shall be used by the PAC to make contributions and expenditures in connection with Federal Elections. This authorization shall remain in full force and effect until revoked in writing by me. I also understand that my contributions or gift to the PAC is not deductible as a charitable contribution for federal income tax purposes.

Signature: _____

Date: _____

**ARTICLE 5
HOURS OF WORK AND WORKING SCHEDULES**

Section 1A. 9/80 Work Schedule

- A. Payroll Day: The payroll day shall consist of a twenty-four (24) hour period extending from midnight to midnight the following day.
- B. Payroll Week: The payroll week for employees shall consist of the seven (7) day period as follows extending from midnight Sunday to midnight the following Sunday.
- Payroll week one shall consist of forty-four (44) hours and payroll week two shall consist of thirty-six (36) hours.
- C. Workday: The standard workday shall consist of eight (8) or nine (9) consecutive (exclusive of lunch period) hours of work.
- D. Workweek: A 9/80-shift schedule shall be established as follows:
- The schedule shall consist of eighty (80) hours straight time in a two- week period and shall include one-half (1/2) hour of unpaid lunch period per shift. The first standard week shall consist of nine (9) hours per day Monday through Thursday and the first four hours on Friday at straight time pay. The second standard week shall consist of the second four (4) hours of the first Friday and nine (9) hours per day Monday through Thursday of the second week at straight time pay. The second Friday of the 9/80 standard work period shall be "off" Friday and a day of rest. The overtime computation shall be calculated based on the work weeks established in this section. It is understood that each work week consists of 40 hours as established in this section. Unless business needs prohibit employees shall be assigned to the same scheduled day off.

Section 1B. Application of 9/80 Work Schedule

- A. Working Schedules: The standard scheduled hours of work shall be as follows:
- (1) Day Shift – A Monday – Thursday 8:00 a.m. – 5:30 p.m. with thirty (30) minutes off for lunch
- Week 1 – Friday 8:00 a.m. – 4:30 p.m. with thirty (30) minutes off for lunch

Week 2 – Friday – Scheduled Day Off (SDO)

Day Shift – B Monday – Thursday 7:00 a.m. – 4:30 p.m. with thirty (30) minutes off for lunch

Week 1 – Friday 7:00 a.m. – 3:30 p.m. with thirty (30) minutes off for lunch

Week 2 – Friday- SDO

Day Shift – C Monday – Thursday 6:00 a.m. – 3:30 p.m. with thirty (30) minutes off for lunch

Week 1 – Friday 6:00 a.m. – 2:30 p.m. with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

(2) Swing Shift – A Monday – Thursday 4:00 p.m. – 1:30 a.m. with thirty (30) minutes off for lunch

Week 1 – Friday 4:00 p.m. – 12:30 a.m. with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

Swing Shift – B Monday – Thursday 3:00 p.m. – 12:30 a.m. with thirty (30) minutes off for lunch

Week 1 – Friday 3:00 p.m. – 11:30 p.m. with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

(3) Graveyard Shift – A Monday – Thursday 12:00 a.m. – 9:30 a.m. with thirty (30) minutes off for lunch

Week 1 – Friday 12:00 a.m. – 8:30 a.m. with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

Graveyard Shift – B Sunday – Thursday 11:00 p.m. – 8:30 a.m. with thirty (30) minutes off for lunch

Week 1 – Thursday 11:00 p.m. – Friday 7:30 a.m.

with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

Graveyard Shift – C Monday – Thursday 10:00 p.m. – 7:30 a.m. with thirty (30) minutes off for lunch

Week 1 – Friday 10:00 p.m. – 6:30 a.m. with thirty (30) minutes off for lunch

Week 2 – Friday – SDO

Section 2A. 5/8 Schedule Definitions

In the event that the Company decides to utilize a 5/8 schedule for certain employees, the following shall apply:

- A. Payroll Day: The payroll day shall consist of a twenty-four (24) hour period extending from midnight to midnight the following day.
- B. Payroll Week: The payroll week for employees shall consist of the seven (7) day period extending from midnight Sunday to midnight the following Sunday.
- C. Workday: The standard workday shall consist of eight (8) consecutive (exclusive of lunch period) hours of work.
- D. Workweek: The standard workweek shall consist of five (5) standard workdays totaling forty (40) hours of work. The scheduled workdays for an employee shall be consecutive within a period of seven (7) calendar days, but not necessarily consecutive within the standard workweek.

Section 2B. Application of 5/8 Work Schedule

- A. Working Schedules: The standard scheduled hours of work shall be as follows:
 - (1) Day Shift – A Monday – Friday 8:00 a.m. – 4:30 p.m. with thirty (30) minutes off for lunch
 - Day Shift – B Monday – Friday 7:00 a.m. – 3:30 p.m. with thirty (30) minutes off for lunch
 - (2) Swing Shift – A Monday – Friday 4:00 p.m. – 12:30 a.m. with thirty (30) minutes off for lunch

- | | |
|-------------------------|---|
| Swing Shift – B | Monday – Friday 3:00 p.m. – 11:30 p.m. with thirty (30) minutes off for lunch |
| (3) Graveyard Shift – A | Monday – Friday 12:00 midnight – 8:30 a.m. with thirty (30) minutes off for lunch |
| Graveyard Shift – B | Sunday – Thursday 11:00 p.m. – 7:30 a.m. with thirty (30) minutes off for lunch |

Section 3.

- A. Senior employees shall have preference of shift work for all assigned shifts, except for employees in the Machine Shop, who may be rotated every six (6) weeks; however, senior employees may elect to work a straight night shift on a six (6) week basis, crew size considered, and shall not be subject to rotation during that six (6) week period.

Seniority for shift preference may be exercised only when a vacancy exists in the respective classification. Further, the junior employee, if assigned to a night shift, must have completed a "break-in" period prior to assignment if deemed necessary by the Shop Supervisor. The "break-in" period is not to exceed fifty (50) days of work, excluding time in an uncleared status. The "break-in" period is basically for the purpose of familiarizing the new employee with Plant procedures and equipment, but does not preclude performance of other work assignments as necessary.

- (1) Lunch periods shall be staggered in order to provide quickest service in the cafeteria. The starting time of the lunch period for any employee shall normally be no earlier than three (3) hours and no later than five (5) hours after the start of his/her shift.
- (2) For the 9/80 schedule, lunch on Fridays must be taken after the new week begins (i.e., no earlier than four (4) hours after the normal start time).
- B. Employees, except cafeteria and continuous shift employees who are required to work during more than one (1) hour and forty-five (45) minutes of the lunch period, which is two (2) hours as defined in Section 2.A.(5) above, shall be paid time and one-half (1-1/2X) for thirty (30) minutes or be allowed thirty (30) minutes either earlier or later for lunch on their own time without pay, or be given such equal time off at the end of the work day, if so desired by the employee and approved by the supervisor.
- C. Changes in Working Schedules:
- (1) Where conditions require, the Company may schedule a workweek in excess of forty (40) hours per week and a workday in excess of eight (8) or

nine (9) hours per day.

- (2) At least forty-eight (48) hours' notice shall be given to an employee of any changes in his/her regularly assigned shift. In the absence of such forty-eight (48) hours' notice, the employee shall be paid overtime (time and one-half [1-1/2X]) for all hours worked on the first changed shift only. Shifts which include working all hours of the regular shift do not qualify as changes in working schedules. As an example, overtime scheduled before the start of the regular shift, or overtime scheduled at the end of the regular shift, shall not constitute changes in working schedules. This forty-eight (48) hours' notice is not applicable in a case where the shift change is made at the employee's request.
- (3) Each employee shall be allowed a total of twenty (20) minutes a day with pay away from work. The twenty (20) minutes shall be divided equally between the first half and the second half of the shift. During hours worked above eight (8) or nine (9) in one (1) day, employees shall be allowed ten (10) minutes away from work within each four (4) hours of such continuous work. It is further agreed that the Company shall provide places (if approval can be gained from the Cognizant Government Agency) within a reasonable distance of their work stations for employees to smoke during their rest periods.
- (4) Special Application to Firefighters, Appendix G to this current Agreement, covers working schedules, benefit applications and working conditions as applied to the job classifications of Motor Pump Operators, Firefighter, Firefighter/Paramedic and Alarm Dispatchers.
- (5) Special application to Continuous Shift Utilities Operators, Appendix H to this current Agreement, covers working schedules, benefit applications and working conditions as applied to continuous shift Utilities Operators.
- (6) Wages for classifications noted in Sections 2.C.(4) and 2.C.(5) above are specifically referenced in Appendix A of this current Agreement.

ARTICLE 6
OVERTIME (AND OTHER PAYMENTS)

Section 1A. 5/8 Overtime Provisions

In the event that the company decides to utilize a 5/8 schedule it shall be at the company's discretion.

The following overtime provisions shall be applicable:

- A. Time and one-half (1-1/2X) of the employee's base hourly rate shall be paid for all hours worked over eight (8) in any twenty-four (24) hour period beginning with the time he/she is scheduled to start work. This provision is not applicable when employees are allowed to work irregular hours for educational, rehabilitation, or personal hardship purposes.
- B. Time and one-half (1-1/2X) the employee's base hourly rate shall be paid for all hours worked in a workweek which are over forty (40) hours paid at the straight time rate.
- C. Time and one-half (1-1/2X) the employee's base hourly rate shall be paid for all hours worked on Saturday, and double (2X) time for all hours worked on Sunday.
- D. An employee who is required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, excluding the nonpaid lunch period, shall be two (2) times his/her regular hourly rate for all such hours in excess of sixteen (16) within a twenty-four (24) hour period.
- E. If an employee has less than eight (8) hours of continuous time away from the plant prior to the beginning of the next scheduled shift, the employee shall be paid at one and one-half (1-1/2x) their base pay rate until eight (8) hours of time away from the plant is received.

Section 1B. 9/80 Overtime Provisions

Overtime shall be paid as follows for employees who normally work the 9/80 work schedule:

- A. **Appropriate overtime rate** shall be paid for hours worked in excess of nine (9) hours in a single workday (Monday through Thursday).
- B. Two times, (2X) the employee's base hourly rate shall be paid for all hours worked in excess of fifty-two (52) hours in a workweek.
- C. An employee who is required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, excluding the nonpaid lunch period, shall be paid two (2) times his/her regular hourly rate for all such hours in excess of sixteen (16) within a twenty-four (24) hour period.
- D. If an employee has less than eight (8) hours of continuous time away from the plant prior to the beginning of the next scheduled shift, the employee shall be paid at **the appropriate overtime rate** until eight (8) hours of time away from the plant is received.

- E. Hours worked in excess of eight (8) hours on the Friday scheduled as a regular workday shall be paid at the appropriate **overtime** rate.

Time-and-one-half (1-1/2X) **or the appropriate overtime rate** shall be paid for hours worked on the Friday (SDO) for the normal 9/80 schedule.

Section 2. Overtime Required

- A. It is recognized by both parties that the needs of the business may require overtime work, and that the jobs involved must be manned by qualified employees working on an overtime basis. Employees shall be required to do any reasonable amount of overtime work necessary to maintain operations. Notice of such overtime work shall be given as soon as reasonably possible.

Once overtime is offered to all qualified and available employees in the overtime group and an insufficient number of employees accept the offered overtime, the assignment(s) may be filled by requiring junior (on the basis of unit seniority) qualified employees in the overtime group to work, or by allowing qualified employees from outside the overtime work group to volunteer for the assignment(s). Qualified employees who have not yet received the necessary security clearance may be used for such assignment(s) under these circumstances.

- B. Employees who do not wish to be asked for overtime for a period of time may submit a written request to their supervisor requesting they not be asked. When, in the normal rotation, they would be asked, and they are available, the supervisor shall bypass them and go to the next person on the list. The employee shall be charged in accordance with Article 6, Section 3, paragraph G. The employee may be required to work in accordance with this Article, Section 2.

The employee may retract their letter for Request to be Bypassed on Overtime at any time. It is the responsibility of the employee to retract their letter for overtime bypass.

Section 3. Overtime Distribution

The following distribution provisions shall be applicable:

- A. The Company shall make every reasonable effort to distribute scheduled overtime in an equitable manner on the basis of offering the overtime to the available, qualified employee with the least amount of overtime charged within the overtime group. Overtime totals shall be listed on the group's weekly overtime list. If all available employees in the overtime group are even on overtime, it shall be offered by unit seniority to qualified employees.

The Company and Council are mutually concerned with employee safety and agree to the limitations on hours worked as follows:

1. No more than 16 consecutive hours in any 24-hour period.

2. No more than 26 hours in any 48-hour period
3. No more than 72 hours in a 7-day period.
4. No more than 14 consecutive days without at least two days of rest before the next workday.

The Company has policies in place that allow employees to exceed these parameters under certain conditions with Director Approval.

The above language shall not be used to circumvent Article 5, Hours of Work and Working Schedules, or provisions of Appendix G and Appendix H, or otherwise send employees home without pay under this provision.

From time to time, the Company may compile an updated list of overtime groups and present the list to the Council for their review and agreement. Likewise, the Council may compile their own updated list of overtime groups and submit that to the Company for review and agreement.

- B. An employee is considered available for overtime if he/she:
1. Is on the Plant site when the overtime is offered.
 2. Is working off the Plant site, but can be contacted by telephone during the selection process. An employee working offsite shall only be considered available for overtime which shall occur on a subsequent workday.
- C. An employee is considered unavailable for overtime if he/she:
1. Is off the Plant site at the time the overtime is offered.
 2. Has refused an overtime offer involving the same work shift.
 3. Does not respond to supervisor attempt to contact.
- D. Employee(s) who (a.) is not on the Plant site at the time scheduled overtime is offered, and (b.) has previously communicated their willingness to work the overtime, shall be considered 'available' and may be contacted to work the overtime only in the event both conditions below are satisfied:
- (1) The overtime 'ask list' for the Overtime Group in question has been exhausted; and,
 - (2) It will be necessary to 'force/require' junior qualified employee(s), who are on the Plant site when the overtime is offered, to work the overtime in order to fulfill the overtime requirement.
- E. Qualified employees must be currently proficient and be able to safely and efficiently perform the work with no extra training or supervision.

F. When it is shown that the Company has not offered overtime in accordance with these procedures, the Company agrees to provide the bypassed employee an equivalent amount of overtime within thirty (30) calendar days. Replacement overtime shall be scheduled at a mutually agreeable time between the Company and the employee.

1. In lieu of make-up overtime, an employee may choose to receive two times (2X) pay for the equal amount of hours bypassed.

Example: Employee is bypassed for 4 hours holdover, the employee could choose to receive the first 4 hours of the next regular scheduled shift at 2X base pay.

G. Overtime shall be charged against an available, qualified employee for all hours worked or refused unless the employee will be absent on any part of the day the overtime work is performed due to:

1. Approved PTO (includes any weekends adjacent to the PTO)
2. Jury Duty
3. Funeral Leave (includes any weekends adjacent to the funeral leave).
4. Military Leave
5. Verified Medical or Personal Emergency
6. **Official Union Business Travel**
7. Makeup overtime as described in this section F.1.

In addition, overtime hours paid as part of an employee's regular schedule, and overtime refused which falls on a holiday, shall not be chargeable.

H. Newly hired employees coming into an overtime group, once qualified/certified and/or in receipt of their HRP red/white bar, as required by job location and responsibility, shall be averaged into their respective overtime group. A regular employee transferring from one overtime group to another overtime group shall take with him/her the number of overtime hours charged during the calendar year of the transfer, or assume the average overtime charged of the new group, whichever is greater. An employee on personal leave of absence, at his/her request, or an employee on a leave of absence for disability for thirty (30) calendar days or more, shall be charged the average overtime worked during the absence upon return to their regular job assignment. Employees reclassified as Labor Pool employees shall not be carried in any overtime group.

I. A record of each employee's overtime hours shall be posted within the employee's department so it is available to the employee and to the Council for examination. Posted overtime records shall be updated Wednesday of each workweek.

J. At the beginning of each payroll year, the overtime record shall be zeroed for all employees.

- K. The provisions of this Section 3., regarding offering of overtime on the basis of an employee's standing on the overtime list, apply only to scheduled overtime and do not apply to "call-in" overtime as referenced in Section 4. of this Article 6. Refusals for "call-in" overtime shall be chargeable to an employee unless excluded under item G.
- L. The provisions of Section 6. regarding Minimum Pay Allowance do not apply when an employee reports for scheduled overtime which was canceled at a time when the employee was absent from regularly scheduled work.
- M. Employees working a regular scheduled nine (9) hour shift and required to work twelve (12) or more continuous hours shall be granted thirty (30) minutes on company time to eat provided they will continue working and thirty (30) minutes for each subsequent four (4) hour period of work.
- N. Employees working a regular scheduled eight (8) hour shift and required to work eleven (11) or more continuous hours shall be granted thirty (30) minutes on company time to eat provided they will continue working and thirty (30) minutes for each subsequent four (4) hour period of work.

Section 4. Emergency Call-In

When an employee is called in after he/she has left the premises of Pantex Plant to perform emergency work, he/she shall perform emergency work only, and he/she shall be paid at the appropriate overtime rate for hours worked outside of his/her regular shift.

If an employee works on an emergency call-in basis for a period of ten (10) or more consecutive hours immediately preceding his/her regular shift, he/she shall be compensated at time and one-half (1-1/2X) his/her base hourly rate for all hours worked on his/her regular shift.

Emergency work shall not be interpreted as being regularly scheduled operations. If the employee works less than four (4) hours on such emergency work, he/she shall be paid for a minimum of four (4) hours at the appropriate overtime rate.

The four (4) hours pay minimum shall not apply to employees who report to work impaired by drugs or alcohol.

Section 5. Employees on Official Travel

Employees required to leave the area to perform work shall be paid for hours worked in accordance with this Agreement. Any time spent in traveling shall be paid as though this were time worked. All necessary meals, lodging, and transportation shall be furnished or paid for by the Company.

Section 6. Minimum Pay Allowance

All employees scheduled for work and who report for any such scheduled work, unless notified

twelve (12) hours in advance not to work, shall receive not less than four (4) hours pay at base rate or four (4) hours work. It shall be the responsibility of the Company to decide whether to provide work or pay for four (4) hours at base rate. This provision shall apply in all cases except where the Company is unable to provide work due to conditions beyond its control.

In cases where the Company is unable to provide work due to conditions beyond its control, **either prior to or at the end of a scheduled shift**, the following provision shall apply for those employees scheduled for work and who report for such scheduled work: If the employee works more than thirty (30) minutes but less than one (1) hour he/she shall receive a minimum of one (1) hour pay at base rate. If the employee works more than one (1) hour but less than two (2) hours he/she shall receive a minimum of two (2) hours' pay at base rate.

Section 7. Night Shift Differential

A. Employees working during a standard scheduled swing or graveyard shift, as defined under Article 5, Section 2., whether on a regular or overtime basis, shall be paid a differential payment for all time worked during these shifts as follows:

Swing	\$1.89 or 5%, whichever is greater
Grave	\$2.64 or 7%, whichever is greater

B. No shift premium shall be paid for hours worked on the day shifts as established in Article 4, Section 2.B.(1)

Section 8. Pay Provisions - Plant Closure/Plant Delay

Employees shall be paid at the appropriate rate for time lost from regularly scheduled work during a Plant Closure/Plant Delay.

Employees in an approved PTO status prior to and including the period of a Plant Closure/Plant Delay shall be continued in a PTO status and the provisions of this Section shall not apply. An employee choosing to utilize PTO the day of a Plant Closure/Plant Delay shall be paid under the provisions of this Section and shall have their PTO credits reinstated.

Employees in a paid sick leave status during the period of a Plant Closure/Plant Delay shall be paid under the provisions of this Section 8. and appropriate sick leave credits shall be reinstated.

The pay provisions of this Section 8. do not apply to employees who are in a leave of absence without pay status during the period of a Plant Closure/Plant Delay. These pay provisions also do not apply to employees who are scheduled to work during a Plant Closure/Plant Delay and who fail to report.

Any bargaining unit employee required to work during the Plant Closure shall be paid at the appropriate overtime rate for any hours worked.

Section 9. Recall Provisions - Operations Shutdown Due to Facility Damage

If the Plant, or any portion thereof, is damaged due to any reason to the extent that the Company is temporarily unable to provide work for more than one (1) employee, the employees shall be scheduled to return to work subject to the following:

- A. If work to be performed is work normally and regularly assigned to employees of a particular department or seniority unit(s) within a department, the employees of that department shall be scheduled to return to work on the basis of unit seniority and their qualifications to perform the work required.
- B. If additional employees are needed to perform work in a department or seniority unit in excess of regular employees, the additional employees shall be scheduled to return to work on the basis of plant seniority and their qualifications to perform the work.

**ARTICLE 7
MANAGEMENT OF BUSINESS**

The right to manage the Plant and to direct the working forces and operations of the Plant is exclusively vested in, and retained by, the Company, understanding that the Company, when exercising this right, shall not use it in conflict with any of the terms and provisions of this Agreement.

The Company may continue to purchase goods and services from any source, as deemed necessary. The Council has recognized the Company's rights to subcontract bargaining unit work when necessary. The Company is committed to making every reasonable effort to assign bargaining unit work to bargaining unit personnel. When a potential subcontracting situation arises, the responsible supervisor must notify the President/Chief Steward of the Council. It is not required that an agreement be reached between the Company and the Council before work can be subcontracted; however, the Council's input in many cases may be helpful in finding an alternative to subcontracting.

**ARTICLE 8
NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- A. There shall be no discrimination, interference, or restraint against any employee because of membership or non-membership in the Council by the Company or any of its agents. The Council likewise agrees that there shall be no discrimination, interference, or coercion against any employee of the Company due to membership or non-membership in the Council. When the masculine term is used in the body of this entire Agreement, it applies equally to female employees.
- B. No employee or person seeking employment shall be discriminated against by reason of race, color, gender (including pregnancy), sexual orientation, gender identity, age, religion, national origin, ancestry, genetic information, disability or veteran status, as defined by applicable federal laws. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- C. The parties recognize that the Company, as a Federal Government Contractor, is required to have certain Affirmative Action Programs which include goals and objectives in the recruiting, employment placement, training and upgrading of employees and applicants for employment as defined in paragraph B. above. The Council supports the Company Affirmative Action Programs and agrees to assist, in every way possible, in the achievement of goals and objectives in occupational categories and classifications recognized as being within this bargaining unit.
- D. The parties agree to comply with all Federal Laws, Executive Orders and Regulations, pursuant thereto, pertaining to nondiscrimination and equal opportunity in employment which are applicable to Government contract operations conducted by the Company at Pantex Plant.
- E. It is the policy and desire of the Company and the Council that each employee receive fair treatment in all matters and that complaints shall be settled promptly, whenever possible, with supervisors and stewards in the Department where the complaint originates.
- F. The provisions of this Article shall not operate to invalidate any other term or condition of this Agreement, recognizing that the provisions of Article 2 of this Agreement take precedent.

**ARTICLE 9
LEAVE OF ABSENCE**

Section 1. Leave of Absence for Personal Reasons

The Company may, upon request, excuse an employee from his/her work for personal reasons up to thirty (30) calendar days provided the employee's absence shall not interfere with the efficient operation of the business. In exceptional cases, the Company may extend a leave of absence for personal reasons for more than thirty (30) calendar days, but not to exceed ninety (90) calendar days. Such leaves shall be without pay. Seniority shall accrue during the entire period of leave of absence for personal reasons, but service credits, sick leave and PTO shall accrue for the first 30 calendar days only. For leaves of absence for personal reasons longer than 30 calendar days, a copy of the notice of approval shall be given to the employee requesting such leave.

Section 2. Short Term Disability

- A. Following a forty (40) consecutive hour waiting period without pay, an employee may enter Short Term Disability, if approved, up to a maximum of twenty-six (26) weeks for a personal illness or injury. If a personal illness or injury results in inpatient hospitalization the forty (40) hour period shall be waived.
1. Hours shall be automatically deducted from an employee's Sick Leave to cover the forty (40) consecutive hour waiting period at 100% of the employee's hourly rate.
 2. If an employee does not have sufficient Sick Leave hours, accrued PTO may be used to bridge the forty (40) consecutive hour waiting period.
- B. While an employee is on approved Short Term Disability, PTO shall continue to accrue in accordance with Article 11.
- C. An employee approved for Short Term Disability shall be paid a percentage of the employee's hourly wage rate as Short Term Disability Benefit:
- | | |
|-------------|-------------------------------------|
| Weeks 1-6 | 100% of employee's hourly wage rate |
| Weeks 7-12 | 80% of employee's hourly wage rate |
| Weeks 13-26 | 70% of employee's hourly wage rate |
1. Hours shall be automatically deducted from an employee's Sick Leave to cover Short Term Disability at 100% of the employee's hourly rate.

2. An employee shall exhaust all available Sick Leave hours before being eligible for any remaining Short Term Disability Benefit. Upon exhausting all available Sick Leave hours, the employee shall receive the applicable Short Term Disability Benefit amount if the employee's sick leave amount was less than 26 weeks.
 3. An employee may supplement the 80% and 70% levels of Short Term Disability Benefit with PTO to maintain 100% base pay.
- D. Should the employee attempt to return to work from Short Term Disability upon release by their physician and the Pantex Medical Department will not approve the employee to return to work, Short Term Disability may be continued in accordance with this section.
- E. After returning to work from Short Term Disability, the employee must work 120 hours (excluding overtime) without any absence (excludes holidays, funeral leave, and jury duty) before being eligible to enter subsequent Short Term Disability periods for the same illness. Should the employee return prior to 26 weeks and need to go back out for the same issue, the STD would pick back up as an extension of the original claim until 26 weeks is exhausted. Should the employee have another qualifying event, they would enter a new 26 week STD period.
- F. During Short Term Disability seniority and service credits shall continue to accrue from the date of first absence.

Section 3. Leave of Absence for Disability

- A. An employee who is unable to work because of illness or injury shall be considered to be on leave of absence because of disability effective with the date of first absence from scheduled work. Leaves of absence for disability shall be administered in accordance with this article. Sick leave credits shall continue to accrue to an employee only for the first thirty (30) calendar days he/she is receiving sick leave or PTO payments. During leave of absence for disability, seniority and other service credits shall continue to accrue for a period not exceeding **eighteen (18)** calendar months from the date of first absence.
- B. An employee permanently disqualified per Section 3.E of this article may be approved for **Long Term Disability** (LTD) per the Summary Plan Document. After application, payments shall begin as soon as administratively possible.
- C. Employees applying for LTD and choosing not to terminate shall remain on the Payroll in a Leave of Absence status for the first **eighteen (18)** months.
1. Employees shall maintain active benefits, e.g., Health, Dental, and Vision at active employee rates.

2. Employees shall continue to accrue Service Credits for all applicable benefits, such as Termination Pay, etc.
 3. Employees, unable to return to work after the first **eighteen (18)** months of LTD, shall be terminated and shall receive applicable Termination Pay per Article 15.
- D. In order to enhance productivity of workers with disabilities and provide an opportunity for their full participation in employment opportunities, a joint Labor-Management Committee on Workers with Disabilities shall be established. The committee shall be comprised of the President/Chief Steward and Vice-President of the Metal Trades Council, or designee(s), and a representative from the Human Resources Department. The committee's function shall be to recommend solutions that allow effective utilization of employees under the provisions of Section 3.E.
- E. If a Company physician determines that an employee is permanently disqualified by reason of disability for performance of his/her regular job, the following applies:
1. If the Company is able to provide productive employment in another regular job classification in which a vacancy exists, and for which the employee is qualified, the employee shall be given the option to transfer to the applicable job classification and his/her rate of pay shall be adjusted effective with the date of transfer; or,
 2. If the Company is able to provide productive employment in the Labor Pool, the employee shall be transferred to the Labor Pool and his/her rate of pay shall be adjusted effective with the date of transfer; or,
 3. If the Company is unable to provide productive employment in either another regular classification for which the employee is qualified or in the Labor Pool, the employee may be terminated immediately upon expiration of sick leave and PTO benefits.
- F. If a Company physician determines that an employee is permanently disqualified by reason of disability for continued future employment at the Plant, the employee may be terminated immediately upon expiration of sick leave and PTO benefits.
- G. Any employee may, if in his/her opinion believe that an injustice has been done him/her arising out of an examination performed by a Company physician, or a determination by the Medical Director, have himself reexamined at his/her expense by another physician of his/her choice. Any findings of the employee's own physician may be submitted to the Company's Medical Director for his/her consideration, but the decision in such instances shall rest with the Company's Medical Director. Should an employee feel that a decision made by the Company's Medical Director is unjust, such employee may resort to the grievance procedure, including arbitration as provided in Article 27 of this Agreement, for final disposition.

Section 5. Leave to Attend Military Maneuvers

A. Training

Employees, who are members of the National Guard or reserve Component of any military branch, shall be granted a leave of absence of up to three weeks [fifteen (15) workdays] per calendar year for training.

During this absence of up to three (3) weeks [fifteen workdays], employees shall be paid the difference between their base rate and the base Guard or Reserve Component pay received for workdays absent (excluding allowances and travel pay).

B. Active Duty

Employees, who are members of the National Guard or Reserve component of any military branch, shall be granted a leave of absence of up to two (2) months for Active Duty.

During this absence of up to two (2) months, employees shall be paid the difference between their base rate and their base Guard or Reserve Component pay received for workdays absent (excluding allowances and travel pay).

Payment shall be for the number of hours in the Employee's regular work schedule at the time of deployment or active duty.

C. Emergency Service

An employee who is a member of any branch of the National Guard or the Reserve Component of any military branch, recognized by either the state or national government as a part of the armed forces, shall be granted a leave of absence when ordered out for active local emergency service. During this absence he/she shall be paid the difference between his/her base rate and his/her government pay (excluding allowances and travel pay) for time necessarily lost from work up to a maximum of eight (8) or nine (9) hours per day for a maximum of two (2) months for any one (1) emergency.

Section 6. Leave to Attend to Union Business

Any Union member, duly elected by the Council or a local union affiliated with the Metal Trades Council, may be granted a leave of absence without pay to attend Union conventions or conferences that he/she has been elected to attend.

Upon request, any Union Member may be granted a leave of absence without pay or service credits, but with Plant and Unit Seniority, for a period of one (1) year, to fill an assignment with his/her Union or the Metal Trades Council. This leave may be extended by mutual agreement of the employee and the Company. Such leaves for Council or Union business shall be provided only when, in the judgment of the Company, the absences shall not interfere with the efficient operation of the business.

ARTICLE 10 HOLIDAYS

Section 1 Holidays

A. The 10 Holidays are:

- New Year's Day
- Good Friday
- Memorial Day*
- July 4th
- Labor Day*
- Columbus Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- One (1) Floating Holiday (to be selected by individual employee and taken between January 1 and December 31 of the calendar year) shall be paid either as an 8 or 9 hour day depending on the hours scheduled for the employee.

*These days shall be observed on the day specified by Federal Law.

- B. The Holidays shall be observed on the days on which they fall, except that when any of these Holidays fall on the first scheduled day of rest of an employee, it shall be observed by that employee on his last preceding regularly scheduled workday which is not an observed Holiday. If the Holidays fall on the second scheduled day of rest of an employee, it shall be observed by that employee on his next succeeding regularly scheduled workday, which is not an observed Holiday.
- C. For holiday pay purposes only, the base hourly day rate shall be adjusted to include the appropriate night shift differential allowance for those employees assigned to that shift the workday before the holiday and the workday following the holiday.
- D. When two (2) Holidays fall within a period of four (4) consecutive calendar days and also coincide with an employee's days of rest, the above procedure shall be administered as follows:
1. When the second Holiday falls on an employee's first day of rest, the employee shall observe the Holiday on the regularly scheduled workday preceding the first Holiday.
 2. When the first Holiday falls on an employee's second day of rest, the employee shall observe the Holiday on the regularly scheduled workday following the second Holiday.

E. For employees on the 9/80 schedule, the following applies:

1. When a Holiday falls on an employee's scheduled Friday off, he shall observe the last preceding regularly scheduled workday as a Holiday. If the preceding workday (Sunday) is a Holiday, then the Holiday shall be observed on the following Monday.
2. When a Holiday falls on a scheduled Friday workday, eight (8) hours shall be taken.

F. Holiday Worked

1. If an employee shall be required to work on one of the above designated holidays, he/she shall be paid holiday pay and, in addition, two (2) times his/her base rate of pay for hours worked on the holiday in lieu of any other compensation.

**ARTICLE 11
PAID TIME OFF (PTO)**

Section 1. Eligibility

Paid Time Off (PTO) is provided to eligible employees for personal time away from work.

Section 2. Definitions

- A. Eligible Employee: Regular full-time MTC-represented employees.
- B. PTO Pay: Hours taken as time off shall be paid at the employee's appropriate rate.
- C. Composition of PTO:

- 1. PTO - Accrual based on years of service:

*Net Service	Hours of PTO
Less than 5 years	120
5 – 10 years	160
More than 10 years	200

*Net service is continuous service at Pantex Plant from last date of hire.

Section 3. Accruals

- A. PTO is accrued as follows:
 - 1. Employees shall begin accruing their next level of additional PTO on the first day of the **Month** in which their company anniversary falls.
 - 2. Beginning January 1, 2016 and each January thereafter, all PTO hours in excess of 400 shall be deducted and paid at the employee's current wage rate as soon as administratively possible.
- B. PTO is accrued when an employee receives pay from the employer for:
 - 1. Days worked
 - 2. Days taken as PTO
 - 3. When an employee takes Leave of Absence for Personal Reasons without pay for no more than thirty (30) consecutive working days.
 - 4. PTO accruals shall be posted on the first of every month.
- C. PTO is accrued by the employee while on regular full-time status.

Section 4. PTO Use Guidelines

- A. Adequate accrual to cover the PTO must be credited on the date the PTO begins. An employee may borrow PTO provided they do not exceed a balance of negative 40 hours.
- B. PTO may be taken any time within the year subject to scheduling limitations and requirements. PTO schedules shall be arranged to best fit the needs of operations with due regard to preference of individual employees whenever practicable.
- C. When possible, employees who have been approved in advance for PTO and have incurred documented un-reimbursable losses related to this, shall be bypassed from forced overtime assignments, so long as other qualified personnel are available for this same PTO period.
- D. Normally, PTO is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
 - 1. Seniority shall prevail in the selection process for PTO subject to operational needs.
- E. The granting of a single day or less of PTO shall be approved only if additional payroll premiums or expanding costs shall not be incurred.
- F. The progress of the work must be considered in granting PTO periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.
- G. PTO may be taken, subject to the other provisions of this Article and the provisions herein, in increments of **fifteen (15) minutes**, one half (1/2) or more full hours. An employee must obtain at least one (1) days advance approval of his/her immediate supervisor to take any portion of the accrued PTO. However, the one (1) day advance notice requirement may be waived at the discretion of the immediate supervisor. Unscheduled (not scheduled at PTO scheduling time as administered on a departmental basis) PTO is granted, subject to other provisions of this Article, on a first-come, first-served basis. Regularly scheduled PTO, scheduled previously on a seniority basis, takes precedence over unscheduled PTO.
- H. The use of PTO does not exempt the employee from Medical or HRP reporting requirements.
- I. The Company reserves the right to require medical certification in conjunction with applicable Federal Law, such as the Family Medical Leave Act (FMLA) or Americans With Disabilities Act (ADA).

- J. If an employee is utilizing PTO at the time of the death of a member of his/her immediate family, the employee may be paid funeral leave benefits in lieu of utilizing PTO in accordance with the provisions of Article 17.
- K. There shall be no forced unpaid leave for outages or shutdowns scheduled by the Company.
- L. Employees who report to work after the start of their shift will be required to use an unexcused absence code or PTO to account for time.

Section 5. Overtime Computation

For all employees, PTO, Sick Leave, Plant Closure/Plant Delay pay, and paid holidays (only if the paid holiday falls on one of the employee's five (5) scheduled workdays within the payroll week) shall be considered as time worked in computing overtime after forty (40) hours and double time over 52 hours. Jury duty and funeral leave shall not be considered as time worked in computing overtime.

Section 6. Return to Work after PTO Due to Illness or Injury

In the event the employee's physician has released the employee to return to work and the Pantex Medical Department does not approve the employee to return to work, payment of PTO, for which eligible, shall be continued.

Section 7. PTO Upon Termination

An employee shall be paid a lump sum at the appropriate rate for all unused PTO accrued through the day of termination.

**ARTICLE 12
JURISDICTIONAL DISPUTES**

The Council agrees, in the event a jurisdictional dispute arises between any of the Unions affiliated with the Council over work to be performed at this Plant by employees of the Company, that the Council shall investigate and determine the position of the involved affiliated Unions and shall meet with the Company only to review the position of the respective Unions and ascertain all relative facts in the matter.

If, after this meeting, the facts indicate that a jurisdictional dispute exists, the Council agrees that it shall affect or procure a final settlement of said jurisdictional dispute in accordance with the prevailing established rules, regulations and laws governing the activities of the Council in the settlement of jurisdictional disputes.

The Council further agrees that such settlement shall be made without permitting the dispute to interfere in any way with the commencement, progress or prosecution of the work, and without increasing the cost of the work to the Company by reason of payment of wages to any employee for work not performed.

The Company shall honor any and all MTC jurisdictional settlements that are not in conflict with the CBA, Past Practice or any Federal Law. Settlements shall be implemented at the time the assigned Union affiliate is qualified to perform the work safely. The Company shall train the assigned employees as expeditiously as possible.

**ARTICLE 13
STRIKES AND LOCKOUTS**

All members of the Unions agree to conform to the rules and regulations of the Company insofar as they do not violate the conditions of these Articles of Agreement. The Company and the Council desire that production shall continue without interruptions. The Company and the Council further agree that good employer-employee relations cannot exist unless there is a serious effort on the part of both the Company and the Council to settle, in a peaceable manner, all disputes that may arise. Therefore, as a means of promoting continued production and employment and improved employer-employee relationships, the Company and the Council agree that the grievance procedure and arbitration procedure provided in this Agreement shall be used to peaceably settle, without strike, disputes that are covered by such grievance and arbitration procedure.

It is agreed that there shall be no lockout by the Company or strike or work stoppage by the Council during the life of this Agreement.

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

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

This provision shall no longer be binding on the Company or the Council if either party has served proper notice requesting changes or modification of this Agreement in accordance with the terms of Article 30 (Duration) and either party has given written notice that it is discontinuing negotiations.

ARTICLE 14 SENIORITY

Introduction

As of the effective date of this Agreement, employees covered by this Agreement shall retain all Plant and Unit seniority accumulated under the prior Agreement.

Section 1. Definitions

A. Date of Employment

The date of an employee's last employment by the Company at the Pantex Plant on a job within all unions of the Council.

B. Senior Employee

The regular employee with the longest accumulated period of service in either the Bargaining Unit or his/her Seniority Unit.

C. Probationary Employee

A newly hired employee shall be a probationary employee until required security clearance is obtained, necessary process or weapons qualifications are received and he/she has worked on the job for **twelve (12)** weeks. Upon completion of the probationary period, plant seniority shall be retroactive to date of employment.

Unit seniority in the first unit to which assigned shall be retroactive to the date he/she is transferred or assigned for employees placed into the bargaining unit before January 1, 1993, and retroactive to employee's date of hire for employees placed into the bargaining unit on or after January 1, 1993. A probationary employee shall **receive full** seniority rights **upon completion of his/her** probationary period. The Company may discharge any employee at any time during his/her probationary period without protest from the Council. Any employee rehired under the provisions of Section 7. of this Article shall not be considered a probationary employee.

D. Regular Employee

An employee who has completed their probationary period as defined in Section 1.C and shall exercise full seniority rights in accordance with this Agreement.

E. Plant Seniority

The period or periods which an employee has been in the employ of the Company starting with his/her date of employment and ceasing upon date of termination or exit from the Bargaining Unit. Plant seniority is cumulative if an employee is rehired under the provisions of Section 7. of this Article. Plant seniority is applied only in accordance with terms of this Agreement and is not to be confused with definition of date of employment by the Company.

F. Unit Seniority

The continuous period during which a regular employee has been employed in a seniority unit, as outlined in Section 2. of this Article, subject to the following:

1. Unit seniority in the first unit to which he/she is assigned upon completion of security clearance is retroactive to the date of physical transfer to a regular job for employees placed into the bargaining unit before January 1, 1993, and retroactive to the employee's date of hire for employees placed into the bargaining unit on or after January 1, 1993.
2. For regular employees, unit seniority starts with the date of the most recent acceptance on a regular vacancy in a different seniority unit. Unit seniority ends with the established date an employee accepts a regular vacancy in another seniority unit or is terminated for any reason (subject to the provisions of Section 7. of this Article and of Article 9 and 27).
3. Unit seniority is retained but not carried forward from one seniority unit to another seniority unit.
4. Unit seniority may be applied only in case of reduction in force and may not be used to establish seniority in the job bidding procedure, except as provided in Section 3.A. of this Article.
5. All Semi-Skilled Mechanics and Machine Shop Material Handlers shall be carried on a separate seniority list within their respective seniority units.

G. Regular Vacancy

1. A vacancy in a regularly or newly established job classification to which no employee is regularly assigned, which provides work for a standard workday and workweek in accordance with Article 5 of this Agreement, and which is expected to exist for a period of time in excess of four (4) calendar months,

-or-

2. in a regularly or newly established job classification, which the Company must have because of operational needs, to which no employee is regularly assigned, but which may or may not provide work for a standard workday or workweek in accordance with Article 5 of this Agreement, and which is expected to exist for a period of time in excess of four (4) calendar months.

H. Temporary Vacancy

1. Any vacancy, whether in a regularly established job classification or not, where there is work for temporary periods of time not to exceed **three (3)** months. It is not the company's intent to circumvent the duration of the temporary vacancy by returning the employee to their home shop to reset the temporary vacancy. The Company shall notify the Council of any temporary transfer.

or-

2. Where, regardless of the duration of the work, there is some work for less than a standard workday and/or a standard workweek which may either remain in a discontinued job classification or arise through operational fluctuations.

If such work described in 1. above is expected to exceed **three (3)** months, the vacancy shall be posted for bid in accordance with the provisions of Section 3.A. of this Article.

Section 2. Seniority Units

1. Production Operations
2. Engineering Technicians
3. Metrology
4. Garage
5. Area Mechanic Shop
6. Machine Tool Maintenance
7. Machinists
8. Operating Engineers
9. Office
10. Boilermakers
11. Carpenters
12. Electricians
13. Radio and Electronics
14. Painters
15. Pipefitters
16. Instrument
17. Sheetmetal
18. Cafeteria
19. Laundry
20. Custodial
21. Firefighters
22. Yard Maintenance - Heavy & Light Equipment
23. Plastics
24. Photo Laboratory

25. Material Movement Operations
26. Telephone Technicians
27. Special Mechanic Inspectors
28. Radiation Safety Technicians
29. Tooling Inspector
30. Fire Technicians
31. Radiation Health Technicians
32. Laboratory Technicians
33. Occupational Nurses
34. Technical Security Technicians
35. Environmental Remediation Systems Technicians
36. Maintenance Planner/Schedulers
37. Utility Locators
- 38. Reproduction Technicians**

Section 3. Filling of Vacancies

A. Filling of Regular Vacancies

Regular vacancies shall be filled in the following order:

1. The Council shall be notified of job vacancies prior to any bargaining unit job posting. The Company shall post job vacancies on the Internal Website for a minimum of five (5) consecutive workdays or 7 calendar days, **MTC employees will be given primary consideration for such vacancies**. Exceptions are vacancies for the positions of Yardworker, Food Services Attendant, Laundry & Changehouse Attendant, Laundry Operator Janitorial Custodian, and Garage Attendant. (If any regular employee desires one of these jobs, the employee may notify the Human Resources Department in advance and in writing of his/her interest and the employee shall be given consideration prior to filling the vacancy from outside the bargaining unit.) Employees in the job classification of Technician Associate may be advanced, outside the bid procedure, to Tier I of the appropriate Technician classification upon management's sole determination that qualifications are met.
2. Any employee in the bargaining unit may file a written application for such vacancies on a Job Bid Form with the Human Resources Office, provided, however, each employee will be limited to **six (6)** bids each contract year for regular vacancies. The **six (6)** job bid limitation shall be "waived" for those bargaining unit employees who were displaced by reduction in force from a regular

job classification held within a seniority unit only for the purpose of bidding back into the home seniority unit and/or back into the job classification from which displaced.

Any bargaining unit employee on approved leave shall be allowed to bid on any job vacancies that were posted in his/her absences with approval from Labor Relations, so long as the vacancy has not been awarded.

3. Bids of employees shall be considered in the following sequence and on the basis of seniority, skill, **minimum** qualifications, and ability to perform the job.

Individuals (bidders) in the seniority unit who were displaced from a job classification in that unit by reduction in force (if any) shall have first consideration for the job classification from which displaced, based on Plant seniority.

Individuals (bidders) presently in the seniority unit shall have next consideration, based on Unit seniority.

Individuals (bidders) on the payroll, if there are any, who were displaced from the seniority unit (Home Unit) by reduction in force with retained unit seniority have next consideration, based on plant seniority.

Additional Plant bidders shall be considered in order of Plant seniority **and before external bidders and non-bargaining personnel**. If the senior bidder is not selected, the next bidder who possesses the necessary skill, **minimum** qualifications, and ability to perform the job shall be selected.

The job bid procedure may be waived in order to accommodate employees who have been disqualified from their regular job because of disability.

4. If the vacancy is not filled in above manner and there is an active rehire list of terminated employees as defined in Section 7., of this Article 14, individuals shall be considered in the order of retained plant seniority and on the basis of skill, **minimum** qualifications, and ability to perform the job.

5. Individuals on the payroll, who were displaced from a regular job classification in the home seniority unit as a result of reduction in force, have the bid rights as outlined in Section 3.A.3. until they are successful in returning to the regular job classification from which displaced, or for twenty-four (24) calendar months from date of displacement, whichever occurs first.

Individuals, displaced from a regular job and terminated from the payroll with rehire rights, shall be entitled to preference on rehire on the basis of retained Plant seniority, skills, **minimum** qualifications, and ability as provided by Section 3.A.4. above, for a period of twenty-four (24) calendar months from date of termination, subject to limitations covered in Section 7.C., "Abrogation of Rehire Rights."

6. If the vacancy is not filled in the above manner, the Company may then fill such vacancies from any other source.

7. If any of the vacancies included in the job bid notice are not filled within thirty (30) calendar days by the foregoing procedures, such vacancies may be posted a second time and job bids shall be considered in the same manner as before.
8. It is understood that every reasonable effort shall be made by the Company to expedite transfer of the individual or individuals selected for vacancies normally of the duration of the temporary assignment in writing. Within thirty (30) days of accepting the position. When an employee cannot be released within the (30) days, the employee shall be transferred on the 31st day starting the pay for the new position and may be temporarily reassigned to fulfill any operational need. In such cases the employee and the Council shall be notified of the duration of the temporary assignment in writing.
9. In filling vacancies when the necessary skill, **minimum** qualifications, and ability to perform the job are approximately equal, seniority shall govern. It is understood and agreed, however, that when skill, **minimum** qualifications, and ability to perform the job are the deciding factors, the Company shall exercise the exclusive rights of management to plan, direct and control Company operations by selecting the employee who the Company determines has the necessary skill, **minimum** qualifications, and ability to fill the vacancy. (Experience gained through the filling of a temporary vacancy shall not be considered in the awarding of a job unless it can be shown he/she has gained knowledge of the job from another source, or he/she is the senior employee.)

If the Council determines that the Company has made an error in judgment in selecting an employee to fill a vacancy, the Council may subject the matter to the grievance procedure, including arbitration. For the purpose of this Section, temporary absence of an employee during PTO, disability, or absence with leave shall not waive an employee's right, provided that the employee notifies his/her supervisor or the Employment Office in writing of the job or jobs he/she is interested in within three (3) workdays from the start of his/her absence.

10. Vacancies in the Division Manager's Secretary classification shall be posted in accordance with the job bid procedure. However, the selection decision shall be at the sole discretion of the Division Manager.
11. Vacancies in the Maintenance Planner/Scheduler classification shall be posted in accordance with the job bid procedure within Article 14. The Company retains the right to determine the skill mix (Electrical/Mechanical/Civil) based on business requirements. Job postings shall establish the desired skill set.
12. None of the foregoing provisions shall be applied which would result in an employee working for a close relative within the same line of authority. For the purpose of administration of this section, close relatives are defined as spouse, ex- spouse, parents, children, brothers, sisters, grandparents, grandchildren, step/half-relatives, sons-in-law, daughters-in-law, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, or members of the same household. This

requirement covers the filling of all job bids occurring after the signing of this Agreement.

B. Placement of Employees with Medical Limitations

1. Both parties to this agreement shall work cooperatively to retain in employment a worker with medical limitations incurred on or off the job.
2. It shall be the policy of the Company to make reasonable accommodation for the worker who has medical limitations. Affected employees shall be consulted regarding reasonable accommodations. Any accommodation made shall assure that the work can be performed safely.
3. In the event a person is permanently disqualified from his/her present job classification, the Company and the Council shall work together in an effort to place the employee in another position for which he/she is qualified.

Section 4. Labor Pool Administration

A. Assignment Due to Operational Fluctuations:

1. In the event a job classification becomes overstaffed as a result of operational fluctuation, employees within the affected classification may be assigned to the Labor Pool without regard to seniority.
2. Should the Labor Pool assignment exceed fifteen (15) workdays, the senior employee(s) shall be returned to his/her regular job classification and shall be replaced in the Labor Pool assignment by the junior employee(s) (based on plant seniority) within the affected job classification.
3. Employees assigned to the Labor Pool due to operational fluctuations shall be graded as "Labor Pool" at the rate specified in Appendix A, effective the first Monday of the pay period following one hundred twenty (120) working days provided his/her pay rate is higher, or have the option of electing termination from the payroll in lieu of accepting the reduction in rate, but subject to the rehire provisions under Section 7. of this Article.

B. Assignment due to failure to maintain qualification requirements for regular job:

1. Employees who, in the judgment of the Company, do not meet the qualification requirements of their regular job classification may be assigned to the Labor Pool.
2. Employees assigned to the Labor Pool due to failure to maintain qualification requirements for their regular job (excluding Human Reliability Program requirements and temporary medical limitations) shall be graded as "Labor Pool" at the rate specified in Appendix A, effective the first Monday of the pay period following written notification to the employee.
3. Employees assigned to the Labor Pool due to failure to maintain qualification requirements for their regular job have the option of electing termination from the

payroll with rehire rights, as provided in Section 7. of this Article, in lieu of accepting the reduction in rate.

C. Assignment Due to Security Clearance Limitations:

1. Employees with security clearance limitations may be assigned to the Labor Pool.
2. Employees assigned to the Labor Pool due to security clearance limitations (confirmed by DOE administrative review) shall be graded as "Labor Pool" at the rate specified in Appendix A, effective the first Monday of the pay period following written notification to the employee.

D. Employees assigned to the Labor Pool due to temporary medical limitations:

1. Employees with temporary medical limitations may be assigned to the Labor Pool.
2. Employees assigned to the Labor Pool with temporary medical limitations that are given an estimated recovery date from their medical doctor of 120 working days or less shall remain in the Labor Pool at their regular pay during the 120 working day time frame.
3. Employees found unable to perform their regular job after 120 working days, and it is determined that the employee has not improved medically to perform their regular job, shall be added to the Labor Pool at the rate specified in Appendix A, effective the first Monday of the pay period following written notification to the employee.
4. After 120 working days in the Labor Pool at the reduced rate, the employee shall be placed in any job vacancy that they can qualify to fill. If no vacancy is available that the employee qualifies for, the employee can elect to terminate with rehire rights for a period of 24 months during which they may apply for any vacancies for which they are qualified.

E. Employees assigned to the Labor Pool for reasons other than permanent disqualification from their regular job shall be returned to their regular job classification upon resolution of the temporary circumstance which initially required the Labor Pool assignment.

F. Employees assigned to the Labor Pool shall continue to accrue unit seniority in their home seniority unit and shall suffer no loss of service credits.

G. Employees assigned to the Labor Pool may be used wherever needed to perform the work in any seniority unit.

H. If a PGU bargaining unit employee is temporarily disabled and there is no work for which he/she is qualified except in the MTC bargaining unit, he/she may be temporarily assigned work in the MTC bargaining unit for a period not to exceed sixty (60) days. This assignment is subject to the President/Chief Steward's consent, which shall not be arbitrarily or unreasonably withheld. The PGU bargaining unit employee shall have no accrual of seniority or other benefits afforded to MTC bargaining unit employees.

Section 5. Permanent Change of Seniority Units

Employees shall be eligible to change permanently from one seniority unit to another seniority unit only as a result of being assigned to a regular vacancy as provided for in the job bidding procedure outlined in Section 3.A. or Section 6.A.2. and 3. of this Article. An employee making such a change shall retain all Unit seniority accumulated in the unit he/she is leaving. Unit seniority in the new unit shall commence as of the date of his/her acceptance in the new unit as provided in Section 3.A., or transfer to job as provided in Section 6.A.2 and 3. In the event that a vacancy is canceled because the work in the vacancy does not actually materialize, or is discontinued after the employee's acceptance for the vacancy but before he/she actually assumes the duties thereof, said employee shall be returned to, or retained in, his/her former position without a break in his/her former seniority status.

Section 6. Permanent Reductions in Force

In the event of a permanent reduction in force, the following procedure shall apply on the basis of Plant seniority:

- A. When a junior employee's regular job is permanently discontinued or he/she is displaced by a senior employee, he/she shall only at this time have the right, upon twenty-four (24) hours receipt of written notice from the Company, to accept an existing vacancy in his/her seniority unit (Home Unit) for which qualified, if any. If there is no existing vacancy in his/her seniority unit, he/she shall only at this time have the right to exercise one of the following five (5) options:
1. Replace the least senior employee in the Home Seniority unit whose job he/she can satisfactorily perform, based on Plant seniority.
 2. Return to his/her last former seniority unit with full seniority credit to the date of transfer into the new seniority unit by accepting a vacancy for which he/she is qualified. If no vacancy exists, he/she shall only at this time have the right to exercise plant seniority and replace the least senior employee in the seniority unit whose job he/she is qualified to perform, provided he/she has more Plant Seniority.
 3. Accept a vacancy in any seniority unit, including the Home Unit, where he/she has retained unit seniority and qualifications. If no vacancy exists, he/she shall only at this time have the right to exercise plant seniority and replace the least senior employee whose job he/she is qualified to perform in any seniority unit where he/she has retained unit seniority. (If he/she has retained seniority in more than one seniority unit, the most recent unit shall be first considered, the next second, etc.) If he/she is unsuccessful in securing a regular job in any previous seniority unit where he/she has retained seniority, he/she shall at this time accept a vacancy in the bargaining unit for which qualified.

If no vacancy exists, he/she shall only at this time have the right to exercise plant seniority and replace the least senior employee in the bargaining unit whose job he/she is qualified to perform provided he/she has more plant seniority than the least senior employee.

4. Be temporarily assigned to the Labor Pool, if one exists, as outlined in Section 4. of this Article.
 5. Be terminated.
- B. Those employees, whose seniority shall not permit them to displace an employee from any seniority unit where he/she has retained seniority, or displace the least senior employee in the bargaining unit, may be temporarily assigned to the Labor Pool as provided in Section 4. of this Article or, at their option, be terminated directly from the seniority unit.
- C. In the event the Company's operational needs do not provide sufficient work in the Labor Pool for all employees assigned to the pool, employees in the Labor Pool with the least Plant seniority shall be terminated.
- D. In the event of a permanent reduction in force, the following provisions shall become effective:
1. Job openings occurring within seniority units during the course of a reduction in force may be administratively bid within the unit if the following requirements are met:
 - a. The job opening must be in a seniority unit where an employee affected by the reduction in force has retained seniority.
 - b. Bidding of the job must provide an opportunity for promotion for an employee in the seniority unit.
 2. Administrative Bidding Procedure
 - a. The job opening shall be bid in the seniority unit for a twenty-four (24) hour period.
 - b. Job bids must be received in the Human Resources Office not later than the close of business on the workday immediately following bidding of the job.
 - c. Employees shall be considered in the following sequence, and on the basis of seniority, skill, **minimum** qualifications, and ability to perform the job:
 - (1) Bids of individuals to a higher rated job classification in the seniority unit, and bids of individuals affected directly by the reduction in force to an equivalent or lower rated job classification in the seniority unit, shall be the first considered on the basis of unit seniority.
 - (2) If the job is not filled by bidding in the unit, employees on the payroll who have Home Unit rehire rights, as a result of displacement from a regular job within the unit by a previous reduction in force, and employees who are affected by the current reduction in force, shall be considered for the job on the basis of plant seniority.

- (a) The employees having Home Unit rehire rights may refuse the job without abrogating these rights.
 - (b) Employees affected by the current reduction in force must accept the job if it is offered to them.
3. Any job openings remaining in seniority units where employees affected by the current reduction in force have retained seniority shall be considered as vacancies and may be filled through the reduction in force procedure provided for in Section 6.A. of this Article.

Section 7. Rehiring

A. Rehire List:

The name of an individual terminated from the payroll as a result of reduction in force shall be carried on a rehire list in order of Plant seniority with credit designated for Home Unit seniority.

B. Recall:

For a period of twenty four (24) calendar months after he/she is terminated as a result of reduction in force, the employee with the greatest amount of Plant seniority at the time of his/her termination (as computed according to this Agreement) shall be entitled to preference in rehire as provided by Section 3.A.4., Filling of Regular Vacancies, of this Article 14. Any employee rehired to a Plant vacancy does not forfeit retained unit credits, and may use his/her Home Unit credit for exercising job bidding preference back into his/her Home Unit, in accordance with the provisions of Section 3.A.3.c., Filling of Regular Vacancies, of this Article. (The privilege of using retained Home Unit seniority in the exercise of job bid rights exists only for twenty four (24) calendar months from his/her date of termination by reduction in force.)

Employees being rehired shall be notified by certified mail, return receipt requested, or email sent to the last address on record in the Company's files, it being the responsibility of the employee to notify the Company in writing of any change of address or email. A copy of each notice of rehire shall be sent to the Recording Secretary of the Council. If such employee cannot be found in this manner, the next senior qualified former employee shall be notified by means outlined above. Each notification shall request an answer, by mail or email, within three (3) days from the date of delivery of certified letter or email, stating that he/she shall return to work within ten (10) working days from date of his/her acceptance by the Company. In special cases an employee, when replying within three (3) days to the Company's notice requesting his/her return to work, shall be given an extension of time by the Company beyond the ten (10) day limit specified above. The Company may temporarily fill any vacancy without waiting for any period of time to expire, until such vacancies can be filled according to the regular procedure.

C. Abrogation of Rehire Rights:

Rehire rights are abrogated in the following instances:

1. Failure of the Company to locate such former employee, by the means outlined above, at the last address on record in the Company's files; however, if the employee later notifies the Company within his/her twenty four (24) month rehire period of his/her correct address, his/her rehire rights shall be reinstated by adding his/her name in the proper order on the rehire list based upon his/her retained seniority.
2. Failure of the employee to reply within three (3) days from the date of receipt of certified letter or email.
3. Failure to accept a regular job.
4. Failure to report for processing or to report for work after notified of reporting date.
5. Failure to meet physical or security requirements for the job to which he/she would otherwise have been entitled.

D. Reinstatement of Service Credits

Employees rehired as outlined in this Section 7. of Article 14, subsequent to the effective date of this Agreement, shall receive the following credits effective the date of rehire:

1. Plant and Unit Seniority accrued to date of termination.
2. All unused Sick Leave Credits Accrued to the date of termination.
3. Net service from last date of hire to date of termination, to be used toward accrual of PTO eligibility and credits. He/she shall be considered a new hire with respect to the accumulation of termination pay credit as covered in Article 15 of this Agreement.
4. Entitlement to group insurance coverage effective the date he/she is rehired and is placed on the active payroll.

Section 8. General

A. Rights of Employees in Military Service

The rights of, and obligations to, employees in military service are governed by the provision of applicable Federal laws and regulations issued thereunder, understanding that such employee's rights under this Agreement, in all other respects, shall be the same as those accorded to all other employees covered by the terms of this Agreement.

B. Retention of Unit and Plant Seniority

Unit and/or plant seniority is retained in the following instances:

1. Unit seniority is retained in last unit where regularly employed while employee is working on a temporary vacancy which may be in another seniority unit.
2. Unit seniority is retained in the last unit where regularly employed when an employee is transferred to the Labor Pool.
3. Unit seniority accumulated in all seniority units, in addition to plant seniority, is retained should an employee be terminated by reduction in force resulting from

curtailment of operations, and shall be credited to the employee for exercise of seniority only when rehired under the provisions of Section 7. of this Article.

C. Loss of Seniority

Unit and plant seniority shall be lost upon:

1. Discharge for cause.
2. Voluntary resignation.
3. Abuse of leave of absence provision as provided in Article 9.
4. Failure to comply with rehire terms as covered in Section 7.C. of this Article.

Section 9. Seniority Lists

A. Compilation of Seniority:

1. Seniority as of the effective date of this Agreement:

Unit seniority for employees located within any current seniority unit as of the effective date of this Agreement shall be the total of all seniority accrued under previous Agreements in that current unit, or part thereof, as of the effective date of this Agreement.

Plant seniority for employees on the effective date of this Agreement shall be the total of all plant seniority accrued under previous Agreements, as of the effective date of this Agreement.

2. Current Seniority:

Current unit or plant seniority shall be the total of seniority held as of the effective date of this Agreement, as outlined in Section 9. of this Article, and such unit or plant seniority as is accrued under the terms and provisions of this Agreement.

B. Seniority Lists

The Company shall compile and furnish to the Council once each **three (3)** months, two (2) copies of seniority lists showing the unit(s) and plant seniority of each employee in the Bargaining Unit, and shall add at that time to these lists the names and seniority status of all new employees who have completed their probationary period during the preceding six (6) months period.

C. Breaking of Seniority Ties

In the event a situation arises where two (2) or more employees have the same seniority, the following procedure shall be used to break the tie in seniority:

1. If unit seniority is equal, the employee with the greatest plant seniority shall be placed first on the seniority list.
2. If both unit and plant seniority are equal, a drawing shall be held to determine which employee shall be first on the seniority list.

3. In the event two (2) or more employees are hired on the same day, employees who have accumulated seniority during a previous employment, and rehired under the provisions of Section 7. of this Article, shall be placed on the seniority list in order of their previous seniority, and ahead of employees who have not accumulated seniority previously.
4. A plant employee transferred to a bargaining unit job on the same date a new employee is hired into a bargaining unit shall be listed ahead of the new employee.

**ARTICLE 15
TERMINATION PAY**

A. Termination allowance pay for an employee terminated by the Company because of any one of the following conditions shall be subject to the conditions set forth in this Article, and in accordance with the schedule listed in Paragraph B below:

1. Reduction in force.
2. Termination prior to age seventy (70) because of disability.
3. Non-continuance of continuous employment by a successor contractor operator of Pantex Plant, or;
4. Failure to obtain or accept for personal reasons a job of similar type and pay at another facility of the Company in the event of a reduction in force.

B. Pay Schedule:

Service Credits	Termination Pay
Under 6 months	No allowance
6 months to 1 year	Same proportion of one (1) week's pay as completed months of service are of twelve (12) months.
1 year and thereafter	One (1) week's pay for each year's service, to a maximum of twenty-six (26) weeks' pay.

Termination allowance payments shall be made at an employee's appropriate hourly rate (one week equals forty [40] hours) at the time of termination.

The payment and acceptance of termination pay under A.1. and 4. above shall not cancel any rights to rehire which employees might have under Article 14, Section 7., except (1) the employee who is terminated by reason of disability; or, (2) the senior employee who elects to be terminated in lieu of a junior employee and receives termination pay based on his/her (senior employee's) accrued service.

An employee who is returned to work following a lay off sooner than the number of week(s) of termination pay received, shall repay the excess amount of termination pay received.

**ARTICLE 16
SICK LEAVE**

Preface

- A. Sick leave absences shall only be taken for valid illness/injury, or medically required reasons which would preclude an employee from reporting to work.
- B. Employees should make a reasonable attempt to schedule required medical appointments in a manner which minimizes time lost from work.
- C. Sick leave abuse is not condoned by either the Company or the Union.

Section 1. Accrual of Credit

- A. 72 Hour Annual Accrual:
On January 1 of each year, each bargaining unit member shall be front loaded forty (40) hours of sick leave and shall accumulate additional sick leave credits at the rate of thirty-two (32) hours per year (2.91 hours per month for the remaining eleven [11] months) for each full continuous month on the active payroll (includes the first thirty [30] calendar days of any short or long-term leave of absence or combination thereof and the first thirty [30] calendar days of any absence for illness or injury) for a total not to exceed seventy-two (72) hours per year. As sick leave is used, it shall be deducted from the credits accumulated. The net total of credits accumulated shall not exceed one thousand six hundred (1,600) hours at any one time.
- B. Employees shall carry over all unused sick leave accrued prior to the date of this Agreement.
- C. All MTC new hires shall accrue up to seventy-two (72) hours of sick leave on a prorated basis with no more that forty (40) hours of sick leave front loaded on the first day of employment (depending on date of hire) until the subsequent January 1 when Section 1 A. shall be applicable.
- D. Sick leave credits shall run concurrent with Short Term Disability leave.
- E. Employees who return to work after an extended leave of at least two weeks due to an illness or disability and with a zero hour sick leave balance may be advanced twenty- seven (27) hours of sick leave prior to accrual. Advancement of sick leave hours shall be deducted from future accruals.

Section 2. General

Note: A partial day of absence shall be considered the same as a full day of absence in determining if an absence exceeds two (2) consecutive work days.

- A. Sick Leave Benefits are defined as:
 - 1. Accrued sick leave credits paid at one hundred percent (100%) of the employee's base hourly day rate for his/her standard scheduled hours of work.
 - 2. For Short Term Disability see Article 9 Section 2.
- B. Payment of sick leave credits for any absence of up to two (2) consecutive full or partial work days shall be made without the submission of a doctor's certification, except as provided in Section 2.H. Payment of these sick leave credits shall be automatic.
- C. Payment of any sick leave credits for absences in excess of two (2) consecutive full or partial work days, or payment of the sick leave supplement, requires submission of an application/doctor's certification and supervisor approval.
 - 1. In the event the employee's physician has released the employee to return to work and the Pantex Medical Department will not approve the employee to return to work, payment of sick leave benefits, for which eligible, shall be continued.
- D. No advancement of sick leave credits shall be made except as noted in Section 1E.
- E. Sick leave credits shall not be paid to an employee terminated.
- F. Visitations may be made in administering this program.
- G. False claims for sick leave benefits shall be grounds for disciplinary action.
- H. If, in the opinion of the Company, the circumstances warrant, the Company may require that an employee submit a doctor's certification verifying incapacity in order for the employee to be eligible to receive any payment of accrued sick leave credits. In such cases, only the days on which the employee is under the doctor's care shall be considered for payment. Advance notification shall be given to affected employees and they shall be advised of the duration of this requirement. This certification requirement, when deemed appropriate by the Company, is not subject to the grievance and arbitration procedure.
- I. No sick leave benefits shall be approved for absences, requiring a doctor's certification, due to illness or injury so slight that they do not incapacitate the employee for performance of regular or assigned duties.

- J. The employee must, if at all practicable, notify his/her supervisor, or designee, as early as possible on the first day of absence.
- K. If eligible to receive sick leave benefits for any sick leave absence beyond two (2) consecutive full or partial work days, an employee shall submit an application/doctor's certification for such benefits. The application may be submitted at any time from the first day of absence, but must be submitted within thirty (30) calendar days after return to work. Failure to comply with this requirement shall void all claims for sick leave benefit for the period involved in the claim. Payment of benefits shall be made on the first pay period after receipt of OMD approval.
- L. The following administrative guidelines shall apply in the event of a scheduled temporary Plant shutdown:
 - 1. Employees receiving sick leave benefits prior to the beginning of the shutdown, and extending into and/or through the shutdown period, shall be eligible to receive payment of sick leave benefits for the workdays which would have normally been scheduled during the shutdown period.
 - 2. Employees, including those in PTO status, who become sick or injured after the beginning of the shutdown, must be hospitalized or have a medically required outpatient surgery in order to be eligible for payment of sick leave benefits for workdays which would have normally been scheduled during the shutdown period. Approval is required.
 - 3. No sick leave benefits shall be paid during a scheduled temporary Plant shutdown, except as provided under subparagraphs 1. and 2. above.
- M. If an employee is in a PTO status and becomes ill or injured, the employee may be paid accrued sick leave benefits in lieu of PTO credits, provided he/she is hospitalized or has a medically required outpatient surgery, from the date of initial hospital confinement. Submission of a doctor's certification to OMD is required.

Note: Hospitalization is defined as being held overnight in the hospital (enters on one calendar day and exits the following calendar day or later).
- N. If an employee is receiving sick leave benefits at the time of the death of a member of his/her immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of Article 17, in lieu of sick leave benefits, based on submission and approval of a claim for funeral leave benefits.
- O. If an employee is in a sick leave status, Holiday pay eligibility is covered under Article 10 of the Agreement.

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

Section 3. Occupational/Non-occupational Disability

- A. In cases of occupational illness or injury, the employee may elect to use sick leave benefits or accrued PTO to be paid for the first week of absence. If Worker's Compensation is paid for this first week of absence, sick leave or PTO credits shall be reinstated as appropriate. In addition, the employee may elect to use sick leave benefits or accrued PTO after the first week to make up the difference between Worker's Compensation and the employee's regular net take home pay (base pay less FITW and FICA) and sick leave credits or PTO shall be charged accordingly. Any Worker's Compensation payments shall be deducted from the employee's regular pay.
- B. Employees may be paid sick leave benefits for non-occupational illness/injury in accordance with the provisions of Section 2. of this Article.

Section 4. Sick Leave/Long Term Disability Coordination

- A. Employees shall be allowed to exhaust accrued sick leave credits before commencing Long Term Disability (LTD).

ARTICLE 17
FUNERAL LEAVE

The Company shall pay an employee up to three (3) days for absence from work in the event of the death of a member of his/her immediate family. The three (3) days shall encompass the day of the funeral, memorial, or service.

Funeral leave payment shall be at the employee's base rate for his/her assigned shift but shall not exceed twelve (12) hours per day.

Immediate family means spouse, children, stepchildren, parents, stepparents, parents-in-law, siblings, half-siblings, siblings-in-law, grandparents, grandparents of the employee's spouse, grandchildren, son-in-law and daughter-in-law.

Payment may be made under the provisions of this Article to an employee where the deceased relative is not a member of the immediate family as defined above, but served in the place of a parent to the employee, subject to the approval of the Chief Human Resources Officer. In certain cases, the Chief Human Resources Officer may approve additional time off.

If an employee is in a paid leave status at the time of the death of a member of his/her immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of this Article 17, in lieu of paid leave based on submission and approval of a claim for funeral leave benefits.

An employee who intends to take advantage of this provision shall notify his/her supervisor or the Operations Center of the death of the member of his/her immediate family on or before the first day he/she is absent.

**ARTICLE 18
COMPANY WORKING RULES**

It is further agreed by both parties to this Agreement that fair treatment, good service, and due diligence in observance of the rules as promulgated by the Company are essential to the maintenance of satisfactory working conditions and wages described in this Agreement and, for safe, efficient operations, provided that such rules as may be promulgated by the Company shall not in any way conflict with the terms of this Agreement.

The Council agrees to maintain a high standard of safety, economical, efficient workmanship, and productivity, and also to promote good will between the Company and its employees. All Company rules shall be posted on bulletin boards or published in booklet form and distributed to employees.

ARTICLE 19
VISITS BY COUNCIL REPRESENTATIVES

When, in the opinion of the Council or the Company, the counsel of a Business Representative of the Council is necessary, such Business Representative shall be permitted to enter the premises of the Company, subject to the regulations governing visitors to this Plant, during the regular office hours, and further provided that there is no interference with Plant operations. The Company may have one (1) of its representatives escort the Business Representative through the Plant.

**ARTICLE 20
BULLETIN BOARDS**

The Company shall provide bulletin boards, for the use of the Council, in each department or building for the posting of Council notices which shall carry the seal of the Council or shall be signed by an officer of same. Electronic bulletin boards along with company provided email may be utilized along with the glass covered boards under lock, the key of which shall remain in the possession of a Council representative. These boards shall be used for the display of the following notices: Council Meetings, Council Appointments, Council Elections, Council Auditor's financial reports, and Council Social Affairs. Any and all other notices to be posted on said boards must first have the approval of the Labor Relations Manager of the Company, or his/her representative. Email shall be used for approved company business or incidental use for official Union business.

**ARTICLE 21
SECURITY AND PLANT PROTECTION**

Section 1. Subversive Activities

Discharges directed by the Cognizant Government Agency for suspicion of subversive activities shall be handled in accordance with directives issued by the Cognizant Government Agency.

Section 2. Plant-Protective Measures

- A. Anti-sabotage, anti-espionage, and plant-protective measures, including access to the Plant, approved or prescribed by the Cognizant Government Agency or their representative, shall be binding upon management, employees, and their representatives.
- B. Measures designed to guard against sabotage, espionage, subversive activities and other plant-protective measures, which are ordered or approved by the Cognizant Government Agency representatives shall, insofar as practicable, be prominently posted throughout the Plant and otherwise made available to employees. Violations of any of these rules or regulations shall be grounds for disciplinary action, including immediate dismissal.

Section 3. Security Clearance

It is understood that the Company has no control whatsoever over the granting of the Security Clearance, which is a prerequisite for employment or continued employment with the Company; and it is recognized that the Company has agreed not to employ any person, or continue in employment any person designated by the Government, whose employment constitutes a security risk and is considered not to be in the best interest of the Government. In the event the Company is instructed by an agency of the Government which has control over the operation of Pantex Plant to deny employment to, or remove from the payroll and exclude from the Pantex Plant area, any person whose employment or continued employment is deemed not to be to the best interest of the Government, the Council and the Company shall abide by such determination by such agency of the Government, and no grievance may be processed through the grievance procedure, nor submitted to arbitration, with respect to such determination.

**ARTICLE 22
ASSIGNMENT OF WORK**

The Company shall assign work normally and regularly performed by the employee members of a particular seniority unit, and which is recognized as coming within the jurisdiction of the labor organization having jurisdiction over the work performed in said seniority unit, only to the employee members of said seniority unit, except as follows:

1. Employees assigned to the Labor Pool may be used wherever needed to perform the work in temporary vacancies in any seniority unit;
2. Where the work on temporary vacancies cannot be performed by employees in the Labor Pool, such work may be performed to maintain operational continuity by temporarily transferring qualified employees with regard to seniority;
3. Work assignments in the Mechanical Maintenance Department shall be made based on established lines of jurisdiction. It is understood, however, that employees may perform incidental portions of an overall job which falls in other jurisdictions in order to accomplish the assignment as long as no additional specialized tools, training, or materials are required. It is intended that Mechanical Maintenance employees be allowed to work up to the level of their skill and ability in accomplishment of assigned jobs. However, at no time shall an employee be assigned or allowed to perform duties which he/she has neither the knowledge or skill to accomplish, or which would compromise his/her personal safety or the safety of others. Incidental work that has been preplanned and scheduled by the Maintenance Planning Section shall be reported to the Craft supervisor or designee to which this work would normally be assigned before the work is started. This shall facilitate improved communication between appropriate craft supervisors. For all incidental work to be performed, any applicable Job Safety Hazard Analysis must be communicated and strictly followed.
4. It is recognized that certain functions associated with the normal work routines of operating and support classifications may require some work outside of strict jurisdiction guidelines. Such assignments may be made with consideration given to the employee's skill and ability to perform the necessary incidental work. However, at no time shall an employee be assigned or allowed to perform duties which he/she has neither the knowledge or skill to accomplish, or which would compromise his/her personal safety or the safety of others.
5. In the instance of unusual circumstances, such as emergencies immediately affecting the safety of personnel and/or damage to materials or equipment, any employee may perform work outside of his/her job classification, seniority unit, or labor organization while such an emergency exists. (Reference Article 3 for the definition of an emergency.)

6. Manufacturing Production Technicians (PTs), Quality Assurance Technicians (QATs) and Engineering Technicians (ETs), as well as Mission Assurance Product Acceptance Technicians (PATs), shall be assigned to shift work as follows:

Volunteers shall be requested first. All volunteers shall be utilized as long as the qualification/certification requirements are met. If there are an excess of volunteers then the senior employees shall be utilized first. Any remaining openings for the shift shall be governed by seniority. Personnel shall be selected with consideration of current qualification/certification status. The duration may vary due to fluctuations in the number of personnel in the work group, the qualification/certification requirements to perform the work and duration of the work required. When openings become available senior employees shall be offered first.

The provisions of Article 14 - Seniority - Section 1.H. references the definition of a Temporary Vacancy. Section 4. references the administration of the Labor Pool. The appropriate unit steward(s) shall be informed in advance of assignments covered in paragraphs 1. or 2. above when such assignments are expected to last more than eight (8) hours or nine (9) hours.

ARTICLE 23 WAGES

Section 1. Job Salaries

- A. It is agreed that the list of job salaries attached as Appendix A, which is comprised of job salaries effective April 22, 2024, April 7, 2025, April 6, 2026, April 5, 2027, April 3, 2028, and the "Cost Of Living Allowance" attached as Appendix "F.", shall constitute part of this Agreement.
- B. The Semiskilled Mechanic Classification may be used in any craft shop, and the incumbents in this classification may be advanced to the level of journeyman based on experience, skill and ability to perform to the level of journeyman. The total ratio of semiskilled craftsman shall not exceed ten percent (10%) of the number of journeyman craftsmen (including Maintenance Mechanics, Electronic Technicians, Toolmakers and Special Mechanics), and the Semiskilled Mechanic classification shall not be used to flood any craft shop. Further, the change in the Semiskilled Mechanic job function shall not in any way affect the training of apprentices.
- C. Yardworker I and Janitorial Custodian I shall be upgraded to the next level (Yardworker II and Janitorial II) after twelve months of employment.

Section 2. Job Rates

When a new job classification is established, the Company may, after advance notice to the Council, determine a wage rate for the classification and assign the classification to a particular seniority group. These determinations shall be subject to the Grievance Procedure and to Arbitration on the claim that, in assigning the classification to the seniority group, the Company has not respected jurisdictional lines insofar as practicable, or that the wage rate determination by the Company bears an improper relationship to established rates.

**ARTICLE 24
GENERAL PROVISIONS**

Section 1. Pay Days

For a weekly payroll schedule, paydays shall be every week and shall be no later than five (5) days after the end of the payroll week. Pay frequency changes shall be by mutual agreement between the Council and Company.

A. Special Check Procedures

1. A special check shall be prepared upon written request of the employee, when the shortage is:

Eight (8) or more hours of pay for the pay period; or

Less than eight (8) hours of pay if:

- a. The employee's standard scheduled hours for the pay period are short; and
 - b. The request is emergent in nature and approved by the employee's Department Manager with concurrence of the Finance Division.
2. Approved written requests for special checks must be emailed to the Payroll Department no later than close of business on the second workday following the payday in which the shortage occurred. The employee requesting the special check must ensure the Payroll Department received the email.
 3. Payroll shall notify the employee's Department Manager when the special check is ready for pick-up.
 4. Special checks shall not be prepared for shortages caused by the employee's failure to submit required paperwork by established deadlines.
 5. When employees need a special check promptly, the current applicable tax rate shall be applied for the tax deduction and the special check shall be prepared by Payroll within one (1) workday following Payroll's receipt of the request.
 6. When employees want the tax deduction calculated based on the aggregate method, Payroll shall calculate the tax, expedite the special check producing process, and provide the special check to the employee within a reasonable time. This time is dependent on the number of special check requests being processed for the pay period.

Section 2. Pay For Work in Higher or Lower Job Classification

Except as provided in Article 14, Section 4., an employee who is temporarily required to do the work of a lower rated classification shall not be reduced in pay. An employee who is temporarily required to do work of a higher rated job, as established by Appendix A of this Agreement, for more than one (1) hour in any day, shall receive at least the minimum rate of the job for all time worked on the higher rated job, provided he/she handles the job.

Section 3. Tools

The Company shall furnish to all employees all tools necessary to perform work, including small hand tools. Such tools shall be furnished to all employees without cost and shall remain the property of the Company.

Section 4. Jury or Witness Service

If an employee is called for jury examination or service, or summoned by the Court as a witness, except as a principal, he/she shall be paid his/her base hourly rate for time lost from regularly scheduled work up to a maximum of eight (8) or nine (9) hours per day. The employee shall notify the Company when he/she is called for jury service or summoned as a witness. Any employee working on a night shift may, if he/she desires to take advantage of this provision, be transferred to the day shift.

Section 5. Replacement of Clothing

Any employee whose clothes or shoes are damaged during any period of work by unusual conditions of fire, or exposure to chemical action to such an extent that they are no longer suitable for wear, shall be furnished with suitable clothing or shall be authorized to purchase a replacement and be reimbursed therefor. Reimbursement is to be at replacement cost. This shall apply only to clothing damaged through unusual circumstances that are outside the control of the employee.

Section 6. Change Time

Time required at the beginning and end of each shift to change into and out of any required clothing, excluding shoes, shall be compensated. Such required clothing shall be furnished and laundered by the Company. On some jobs, showers or other hygienic measures may be required. Time for such required activities shall be allowed and paid for when required by the Company. Employees who have checked out tools or equipment shall be allowed time to check in all tools.

Section 7. Termination Notice

Whenever it is necessary to terminate an employee or employees because of lack

of work or other reasons beyond the control of the Company, the employee or employees who have completed their probationary period as outlined in Section 1. (C), Article 14, shall be given five (5) working days' notice of such termination or forty (40) hours pay.

Section 8. Induction into Military Service

Any employee entering State or Federal military service shall not be taken off the payroll until actually inducted into military service.

Section 9. Apprenticeships

It is recognized that the administration of the Apprenticeship Program shall be in accordance with the Standards of Apprenticeship mutually agreed upon between the Company and the Council and approved by the U. S. Department of Labor, Bureau of Apprenticeships.

Section 10. Pandemic or Epidemic (Pandemic)

A. Definitions applicable to this Section:

1. Pandemic means an outbreak of a disease or an outbreak of sudden rapid spread, growth, or development, whether naturally occurring or man-made, which could or does significantly impair normal Pantex Plant operations. For the purposes of this Agreement, the term Pandemic includes pandemics, epidemics, and narrower regional outbreaks.
2. Pandemic Protocol(s) means any Government-prescribed mandate, rule, policy, or other requirement that is issued in response to, or to address, a Pandemic and which the Company must enforce by law or operation of the M&O Prime Contract. Pandemic Protocol(s) also includes any Company policy, procedure, protocol, rule, or requirement that is responsive to, or intended to address, a Pandemic.

B. The Parties shall discuss any Pandemic Protocol(s) prior to implementation. Should Pandemic Protocol(s) trigger bargaining obligations, such bargaining shall occur.

C. The Parties shall continue the qualified testing and practical testing process already in place. (Currently identified as Appendix B.)

**ARTICLE 25
SAFETY AND HEALTH**

Section 1. General

- A. The Company and the Council recognize the importance of maintaining a safe working environment and shall continue to cooperate toward the objective of eliminating health and safety hazards, encourage employees to follow safe procedures and practices and perform their jobs safely.
- B. Council representatives designated by the Council to serve on Accident Review Boards shall be provided with appropriate training in a timely fashion.
- C. All employees shall be required to comply with safety rules and regulations that are currently in place, and those that may be issued by the Company.
- D. The Council recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to work with the Company in achieving and maintaining these conditions.

Section 2. Safety Committee for Safety and Health Activities

- A. The Pantex Safety Council (PSC) shall be established by the Vice President and Site Manager Pantex to review safety and health activities, evaluate and identify safety trends to achieve safety goals, and make appropriate recommendations to assist in the reduction/mitigation of workplace injuries, illnesses, and hazards. The Metal Trades Council shall have membership on the PSC. Such membership shall consist of the Metal Trades Council President/Chief Steward, Vice President, and four (4) representatives as designated by the Council. General Committee functions shall include:
 - 1. The PSC shall meet at least monthly on a regular established schedule. Special meetings may be convened as needed. Such special meetings shall be solely at the discretion of the Vice President and Site Manager Pantex or the Mission Assurance Director.
 - 2. Reviewing Pantex specific recordable injuries and illnesses as defined by the Occupational Safety and Health Administration (OSHA) and other safety related accident reports as deemed necessary.
 - 3. Participating in on-site investigations as deemed necessary by the Vice President and Site Manager Pantex or the ES&H Director to establish and support safety goals and objectives while providing input to the Pantex Plant Safety Program.
 - 4. Discussing health and safety matters of mutual concern. Making

recommendations to appropriate managers, and following up to assure corrective action is taken on a timely basis.

- B. Council representatives serving on the PSC shall not suffer loss of pay for time spent during regular working hours conducting approved Safety & Health Committee activities/functions.
- C. The Metal Trades Council members participating on the PSC act hereunder exclusively in an advisory and independent capacity:
 - 1. Safety and health inspection reports shall be made available to PSC council members upon their request.
 - 2. Council members shall have access to all Material Safety Data Sheets/Safety Data Sheets (SDS) on materials used in the facility.
 - 3. Council members shall have access to all Plant safety/health monitoring data, except that data which concerns individual employees. That data shall be considered confidential and not subject to disclosure to anyone but the affected employee.
 - 4. Council members shall have access to all routine/broad based toxicological or epidemiological investigations in the Company's possession, except for that data which concerns any individual employees. That data shall be considered confidential and not subject to disclosure to anyone but the affected employee.
- D. Minutes shall be maintained of all PSC meetings by the Safety and Industrial Hygiene (S&IH) Senior Manager. Copies of the minutes shall be provided to Council committee members and others as may be deemed appropriate by the PSC.
- E. The PSC meeting agenda shall be prepared and distributed by the S&IH Senior Manager to Council committee members prior to each meeting.

Section 3. Safety and Health

- A. In the interest of maintaining high standards of safety and health and to minimize industrial accidents and illnesses, the following is agreed:
 - 1. The Company shall comply with all State and Federal safety and health laws. Suitable washrooms with a sufficient number of showers and individual lockers, shall be maintained and kept in clean and sanitary condition. The employees shall, at all times, preserve such rooms and equipment from damage and shall cooperate in keeping them in a clean and orderly condition. An adequate number of cold water drinking

- fountains shall be located in all working areas where fluid intake is permissible.
2. Appropriate safety devices shall be provided by the employer and, when such devices are furnished, employees shall use them for their own safety and the safety of their fellow employees.
 3. The employer shall furnish protective clothing and/or equipment to employees, such as gloves, safety shoes, safety glasses, respirators, boots, coveralls, coats, and any other protective clothing or equipment necessary to protect the employees during such periods as employees are engaged in hazardous work or handling materials, or doing work that may be harmful to the employee's body or clothes. Such protective clothing shall be furnished by the Company without cost to the employees.
 4. No employee shall be discharged or disciplined for refusing to work on a job if his/her refusal is based upon the belief that said job is not safe or might unduly endanger his/her health, until it has been determined that the job is, or has been made, safe or shall not unduly endanger his/her health.
 5. Employees shall be informed of any health hazards associated with materials used in the work process through on-the-job training, MSDS's, product labeling, education, etc.
 6. The Company shall utilize both engineering and administrative controls in a timely fashion, to limit occupational health and safety hazards. Such controls shall be tested and maintained by the Company.
 7. Representatives of the Council shall be provided access to the Plant subject to health, safety and security restrictions and considerations, for the purpose of inspecting facilities where concerns exist or where it is thought that safety and health problems may have occurred.
 8. No employee shall suffer loss of pay for any time off while obtaining medical treatment or examination requested by the Company.
 9. The Company shall be responsible for providing adequate fire detection and fire- fighting equipment in each building in accordance with applicable standards and regulations.
 10. The Company shall be responsible for complying with all applicable Fire Codes.
 11. Emergency medical training shall be provided to employees for safeguard

purposes in specific job classifications as determined by the Company. Necessary emergency medical training and safety training shall be conducted on Company time and at Company expense.

12. Management shall ensure that a safety meeting shall be held at least once a month for all bargaining unit personnel.
13. Proper heating/air conditioning and ventilation systems shall be maintained for the health and welfare of the employees.

Section 4. Physical Examinations

A physical examination at Company expense at the time of reemployment after termination due to reduction in force or when an employee returns to work after an illness of three (3) months or longer duration, shall determine whether an employee meets certain minimum standards of health and physical fitness. Other examinations may also be made to assist an employee in improving his/her health and to enable the Company to guard the health of its employees. Any such examination required by the Company shall be taken on Company time and at Company expense. The Physical examination shall be given by a licensed healthcare provider retained by the Company. If an employee feels an injustice has been done him/her arising out of an examination performed by a Company healthcare provider, or a determination rendered by the Company's Medical Director, the employee may have the same recourse as outlined in the past paragraphs of Article 9, Section 3 E. of this Agreement. Copies of an employee's medical record shall be made available to the employee upon submission of a written request and authorization signed by the employee.

Section 5. MTC Site-Wide Safety Representative

- A. Three (3) MTC Site-Wide Safety Representatives shall be appointed by mutual agreement of the Council and management.
- B. The three (3) MTC Site-Wide Safety Representatives shall report to the S&IH Senior Manager. The three (3) representatives shall maintain a fully enclosed private office within the S&IH Department and receive daily direction from the S&IH Senior Manager.
- C. The representative shall retain seniority within the seniority unit from which they came including overtime rights. Overtime shall be paid at the appropriate rate.
- D. MTC Site-Wide Safety Representatives may be assigned to support shift operations by the S&IH Senior Manager.
- E. MTC Site-Wide Safety Representatives and MTC (SCA) shall pursue and achieve Safety Certifications recognized by both the Company and the Union. Expenses incurred for training shall be paid by the Company. The Site-Wide Safety

Representatives and MTC (SCA) shall receive a \$1.00 per hour increase in wages while preparing for the OHST certification and, after successful completion of the OHST examination, they shall receive an additional \$1.00 per hour increase. The OHST certification is defined by the Council on Certification of Health, Environmental, and Safety Technologists (CCHST). Site-Wide Safety Representatives and MTC (SCA) shall continue to receive the \$2.00 per hour increase as long as the OHST certification is maintained.

- F. MTC Site-Wide Safety Representatives shall assume their assignments for a five (5) year period. After the initial five (5) year period, one representative shall rotate out and a new MTC Site-Wide Safety Representative would be identified and selected each year afterward, based on mutual agreement of the Council and management. During their assignment, MTC Site-Wide Safety Representatives shall not be removed or replaced without mutual agreement between the Company and the Council. The MTC Site-Wide Safety Representative shall continue to receive the \$2.00 per hour increase upon return to their original job as long as they continue to maintain their OHST certification and do not allow it to lapse.

Section 6. MTC Safety Culture Advocates (SCA)

- A. Reference Memorandum Of Understanding (MOU) # 03-2013
- B. The Advocate shall retain seniority within the seniority unit from which they came including overtime rights. Overtime shall be paid at the appropriate rate.

ARTICLE 26 UNFAVORABLE REPORT

Whenever a supervisory employee places an unfavorable report on an employee's record, the record shall be shown to the employee within three (3) working days and his/her Steward shall be notified in writing so that the unfavorable report may be investigated by the Council if the employee or the Steward feels that the unfavorable report is unfounded or not justified. If the Council or the employee feels the report is unfounded or not justified, it may be processed in accordance with the provisions of the Grievance Procedure, Article 27.

An employee may request the presence of his/her Steward at the time any such action is taken. If the Steward is present when such action is taken, a written notice mentioned in paragraph one (1) shall not be required.

Furthermore, an unfavorable report placed in an employee's record shall be removed and no longer referenced if no additional reports are given as a matter of record over a subsequent twelve (12) month period.

The Company shall strive to complete discipline investigations within thirty (30) days of occurrence or as soon as the incident becomes known by Labor Relations; however, because of the nature of our work, a thirty (30) day time limit is not always practical. The Company shall complete all investigations in a timely manner. When an investigation will exceed 30 days, the Company shall notify the Council via email of the estimated date of completion. Any open Council discipline cases shall be discussed at the weekly Council and Labor Management meeting or upon request by the Council.

**ARTICLE 27
GRIEVANCE PROCEDURE**

Section 1. Scope and Intent

A. Scope:

All disputes arising between the Company and any employee, or between the Company and the Council, concerning the interpretation or administration of the provisions of this Labor Agreement shall be subject to the grievance and arbitration procedure as herein provided, except where the subject matter is expressly excluded by other provisions of the Agreement.

B. Intent:

It shall be the policy of the Company and the Council to handle all complaints as expeditiously and as fairly as possible.

Section 2. General Provisions

A. All settlements of complaints and grievances under this grievance procedure must be consistent with the terms and provisions of this Agreement.

B. The settlement of complaints reached in the preliminary discussion (with a supervisor), or grievance settlements reached in Step I which involve disputes between employees of different seniority units, union organizational groups, or job classifications concerning the assignment of work under Article 22 of this Agreement, shall not become effective until approved in writing by the President/Chief Steward of the Council.

C. (1) The time limits set forth in Steps I through III shall exclude Saturdays, Sunday, and recognized Holidays.

(2) Further extensions of time may be made in any step of the grievance procedure by mutual consent of the parties. Any extension may be made and agreed to by e-mail or in writing.

Section 3. Stewards

A. The Company agrees to recognize a reasonable number of employees as Council Stewards for the purpose of representing employees in this grievance procedure. The number of Stewards for each seniority unit shall be established by mutual agreement between the Company and the Council.

- B. The Council shall notify the Company in writing of any changes in the personnel of the Stewards.
- C. The Company shall notify the President/Chief Steward prior to the transfer of any steward.

Section 4. Investigation of Grievances and Pay for Grievance Time

A Council Steward and/or the President/Chief Steward shall be allowed time away from their work during normal working hours without loss of regular pay to investigate a grievance or confer with management subject to the following provisions:

- A. Council Stewards shall not leave their work assignments to investigate a complaint or process a grievance without the prior approval of their immediate supervisor.
- B. In all cases the Steward, in requesting permission, must give the area in the Plant to be visited.
- C. Permission to be absent from the job to investigate or process a grievance shall be granted by the immediate supervisor as soon as possible, except in cases of emergencies (as defined in Article 3) relating to the breakdown of equipment or in situations where such absences would affect normal and efficient production schedules.
- D. A Steward leaving his/her work to investigate or process a grievance with another employee must inform the supervisor of the employee involved that he/she is meeting with such employee for the purpose of discussing a grievance.
- E. Upon completion of the investigation, the Steward shall return to his/her work station promptly.
- F. Each Steward shall investigate grievances only in his/her own unit, and may be accompanied by the President/Chief Steward of the Council or, in his/her absence, his/her authorized representative.
- G. The compensation of any witness or witnesses called by either party to participate in a meeting in any step of the grievance procedure shall be the responsibility of the party calling such witness.

Section 5. Grievance Procedure

- A. A grievance is initiated as a complaint relating to the provisions of, or administration of, any provisions of this Labor Agreement. A complaint may be raised by an employee or by the Council.

- B. Grievances arising under the terms of this Agreement shall be handled exclusively by the procedure outlined herein.
- C. The procedure shall consist of a preliminary step and four (4) formal steps. The preliminary step and the formal first, second and third steps shall each be a good faith effort by both parties to settle the dispute promptly and earnestly by open discussion and negotiation. The fourth step shall be binding arbitration as provided in Section 8. of this Article.
- D. Employee Initiated Grievance: A grievance initiated by an employee shall be processed as follows:
 - 1. Preliminary Step
 - (a) An employee having any matter relating to the provisions of this Agreement, or the performance by the Company of any obligation hereunder which he/she feels requires adjustment, shall first discuss the matter with the appropriate supervisor in order to give the appropriate supervisor an opportunity to resolve the problem.
 - (b) The employee shall be allowed to have his/her department Steward present at this discussion if he/she so desires, or if the supervisor deems it advisable.
 - (c) If satisfactory disposition is not reached through this preliminary discussion and the employee desires to pursue this matter further, he/she may consider the matter as grievance for processing in Step I of the grievance procedure. The grievance shall be reduced to writing using the "Report of Grievance" form provided by the Company for this purpose. Distribution shall be by email to the Council office.
 - (d) The signature(s) of the aggrieved must be entered on all copies of the form. The comments of the Steward, if applicable, may be entered on the form together with his/her signature.
 - (e) The employee and/or appropriate Steward shall deliver or email the signed grievance form to the appropriate supervisor and the Council office. The Council shall forward a copy each to the Labor Relations Manager of the Company. After the grievance number has been assigned, a copy shall be returned to the Council office.
 - (f) The written grievance must be filed by the employee and/or the appropriate Steward with the appropriate supervisor and the Council office not later than fifteen (15) workdays after the end of the workday in which the incident occurs or becomes known, or processing of the grievance shall be barred.
NOTE: The Council and the Company agree to discuss exceptions.

- (g) The Council shall be allowed a grievance committee to review grievances. This committee shall be composed of a member from each local to meet weekly or as needed.

2. Step I

The Council shall forward the grievance to the Labor Relations department via email. After processing, the Labor Relations department shall notify the appropriate Senior Manager or designated alternate.

The appropriate Senior Manager, or designated alternate, shall set the date to hold a meeting, that date, not to exceed eight (8) workdays, with the employee and the Steward for a discussion of the grievance after receipt of the written grievance.

Where a grievance is common to two (2) or more employees, the appropriate Steward shall designate one (1) employee to appear for all. When two (2) or more grievances are filed concerning the same incident, the grievances shall be combined, if so requested by either the Company or the Council, and the Council shall designate one (1) Steward and one (1) employee to appear for all. This provision does not apply to grievances protesting the discharge of any employee.

The supervisor involved in the preliminary discussion may attend this meeting if deemed necessary by the appropriate Senior Manager to properly develop all facts relating to the grievance. Either party may call additional witnesses subject to the provisions of Section 4. Paragraph G. of this Article.

During the discussion, all available facts and circumstances having a bearing on the grievance shall be developed and agreed upon in writing by the Senior Manager, the employee and the Steward.

All available facts and circumstances having a bearing on the grievance shall be discussed and a sincere effort shall be made by both parties in this meeting to resolve the grievance.

A decision may be made at this meeting or the Senior Manager may have four (4) workdays after the date of the aforementioned meeting to render his/her decision to the Steward in writing. A copy of the Senior Manager's written reply shall be forwarded to the Labor Relations Manager and the President/Chief Steward.

The grievance shall be considered settled if the decision of the Senior Manager is not appealed by the Steward or designee in writing to Step II within six (6) workdays from the date of the Senior Manager's written reply to the grievance.

The Steward's or designee's written appeal to Step II shall be addressed to the appropriate Director with copies to the Senior Manager, the Labor Relations Manager, and the President/Chief Steward.

3. Step II

Within a period of five (5) workdays after receipt of a written appeal of a grievance to Step II, the appropriate Director shall hold a meeting with a representative(s) of the Labor Relations Department and the President/Chief Steward of the Council. The Vice President of the Council and the appropriate Council Steward may attend the meeting if requested by the President/Chief Steward.

Either party may call additional witnesses subject to the provisions of Section 4. Paragraph G. of this Article.

The representatives shall investigate and review all facts and evidence having a bearing on the grievance and shall make a sincere effort to arrive at a satisfactory settlement.

The Director may reply to the grievance in this meeting, or he/she may have a period of four (4) workdays after such meeting to render his/her decision in writing to the President/Chief Steward of the Council. The grievance shall be considered settled on the basis of the Director's answer to the grievance unless his/her decision is appealed in writing by the President/Chief Steward to Step III within six (6) workdays after the decision is rendered.

The written appeal to Step III shall be addressed to the Labor Relations Manager of the Company and the appropriate Director shall be furnished a copy of the Council's written appeal.

4. Step III

The parties in this step shall be the Labor Relations Manager or his/her designee, the President/Chief Steward and the Vice-President of the Council. The Unit Steward and the Business Agent of the Union may attend the meeting if requested by the President/Chief Steward.

Either party may call additional witnesses or other interested individuals subject to the provisions of Section 4. Paragraph G., of this Article in an effort to reach a settlement.

All facts and evidence having a bearing on the grievance shall be discussed and the parties shall make a sincere effort to resolve the grievance.

The Labor Relations Manager may reply to the grievance in this meeting, or he/she may have a period of six (6) workdays after such meeting to render his/her decision in writing to the President/Chief Steward of the Council.

If no satisfactory solution is accomplished, and the matter is a proper subject for arbitration under this Agreement, it may be referred to arbitration in accordance with Section 8. of this Article.

The time lapse between Step II and Step III shall be mutually agreed upon by the Company and the Council with the objective of holding the Step III meeting within a period of thirty (30) workdays after receipt of a written appeal of the grievance to Step III.

Section 6. Council Initiated Grievance

Grievances originated by the Council shall be handled as outlined in Section 5. of this Article, except that Steps I and II shall be omitted and the grievance shall be originated in Step III with the Labor Relations Manager, or designated alternate. Only the President/Chief Steward or the Vice President of the Council may originate a grievance on behalf of the Council.

Section 7. Independent Grievance Action

Notwithstanding any other provisions of this Article, an employee may personally present his/her complaint or grievance to the Company and have such complaint or grievance adjusted without intervention of the Council, provided the adjustment does not conflict with this CBA or any Federal Law, and further provided that the Council is notified and given an opportunity to have a representative present at such adjustment.

The Company reserves the right to discuss grievances with any employee or group of employees. However, the department Steward shall be given an opportunity to be present at the adjustment of any such grievance.

Section 8. Arbitration

- A. Any controversy resulting from a difference of opinion between the Company and the Council, or between the Company and a complainant employee, which has been processed through the grievance procedure and not satisfactorily adjusted in Step III of that procedure may be referred in writing by the Council to the Company, or vice versa, for arbitration not later than fifteen (15) workdays after the final decision of either party in Step III is communicated to the other. If no written appeal to arbitration has been forwarded by either party to the other within the fifteen (15) day period referred to above, further processing of the grievance shall be barred. Such written notice of appeal to arbitration shall be forwarded by either party to the other by email. The date on the e-mail shall govern with respect to compliance with the maximum period of fifteen (15) workdays provided elsewhere in this subsection for forwarding of a notice of appeal to arbitration.
- B. It shall be the responsibility of the party initiating the appeal to arbitration to secure from

the Federal Mediation and Conciliation Service a panel of arbitrators, uneven in number, and listing not less than five (5) candidates. Further, the appealing party shall make this request upon the Federal Mediation and Conciliation Service in letter form, with a copy of such letter directed to the other party by email not later than fifteen (15) workdays after either party receives the notice of appeal to arbitration. In the event no such request has been made upon expiration of the fifteen (15) workdays specified above, further processing of the grievance involved shall be barred.

- C. Within fifteen (15) workdays from the date the panel of arbitrators is received by the appealing party, representatives of the Company and the Council shall meet for the purpose of selecting a sole arbitrator. At the meeting each party, the Company and the Council, shall strike from the panel alternately until only one (1) name remains, and he/she shall be the arbitrator.
- D. After selection of the arbitrator, the parties may mutually agree to suspend further processing of the grievance for a period of sixty (60) calendar days for further informal conferences in an effort to resolve the issue(s) in dispute. If the grievance is not resolved in the period of such sixty (60) days extension, the parties shall request the arbitrator to schedule a hearing at the earliest date his/her schedule shall permit.
- E. The arbitrator shall render his/her decision and award in writing within thirty (30) calendar days following the close of the hearing, or receipt of post hearing briefs from the parties when post-hearing briefs are filed. The parties may mutually agree, upon request and justification from the arbitrator, to an extension of time for the arbitrator to issue his/her opinion and award. The arbitrator shall have no right to change, modify, or amend any part of this Agreement. The decision and award of the arbitrator is to be final and binding on all parties thereto, including any award with regard to compensation for lost time. In cases of grievances involving lost time or money in connection therewith, the parties may agree to, or the arbitrator may order, reinstatement and/or back pay but, in no event, shall back pay be awarded for any period of time prior to the date the grievance occurred.
- F. Fees and necessary expense of travel, food and lodging incurred by the arbitrator shall be paid jointly and equally by the Council and the Company.
- G. The parties may agree to employ the services of a qualified court reporter to record the proceedings of the arbitration hearing. If such is a mutual agreement, the fees and necessary expense of travel, food and lodging shall be paid jointly and equally by the Council and the Company. If only one (1) of the parties desires the services of a qualified court reporter, this shall be permitted; however, in such event the fees and other expenses recited above shall be the sole responsibility of the party engaging the reporter. Further, in such instances, all recorded data produced by the reporter shall become the sole property of the party bearing the cost of the service. An arbitrator may not order the services of an official reporter unless such is mutually agreed between the Company and the Council.

- H. Deliberations in arbitration shall not exceed two (2) workdays. During this period each party shall be limited to eight (8) hours for the presentation of evidence.
- I. Compensation of a witness or witnesses called by either party in an arbitration proceeding shall be the responsibility of the party calling the witness or witnesses.

**ARTICLE 28
GROUP INSURANCE
PENSION
LONG TERM DISABILITY & SAVINGS PLAN**

(A synopsis of the Pension & Insurance Plans is provided in Appendix I.)

Section 1. Pension Plan

The Company shall continue in effect the Pension Plan as outlined in Appendix I of this Agreement.

Section 2. Health and Welfare Plans

The Company shall continue in effect the Health and Welfare Plans as outlined in Appendix I of this Agreement.

Section 3. Health Insurance for Retirees and Voluntary Termination of Employment

The Company shall continue in effect the Health Insurance Plan for Retirees and Voluntary Terminations of Employment as outlined in Appendix I of this Agreement.

Section 4. Long Term Disability Insurance

The Company shall continue in effect the Long Term Disability Insurance Plan for all active employees as outlined in Appendix I of this agreement.

Section 5. 401(k) Plans

The Company shall continue in effect the Defined Contribution Savings Plan for all active employees as outlined in Appendix I of this Agreement.

The Company agrees not to make any changes to the level or amount of benefits provided under its benefit plans in which Union members participate.

Section 6. Changes to benefits

1. Any changes to the above Plans shall be discussed with the Council prior to implementation. The Council does not waive its right to bargain the level of benefits and associated costs.

ARTICLE 29
CONDUCTING COUNCIL BUSINESS ON COMPANY TIME

Section 1. Council Activities

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

Section 2. Council Business

No type of Council business shall be conducted on Company time except:

- a. Investigation of grievances.
- b. Conferring with Company representatives, including collective bargaining.
- c. Posting and removal of Council notices on Council bulletin boards including electronic bulletin boards and Company provided emails to be utilized by Union officers and stewards related to Company/MTC business.
- d. Management approved activities related to safety, health and labor/management cooperation.
- e. Council endorsed company-sponsored community projects with advance approval from Labor Relations Manager.
- f. Monthly/Emergency Executive Board meeting if needed with management approval.

Section 3. Council Negotiating Committee

The Council Negotiating Committee shall consist of the President/Chief Steward, the Vice-President of the Council, the Recording Secretary of the Council, and seven (7) Committee members to be determined by the Council. Such business representatives and/or international representatives of the affiliated unions as are available, and an authorized representative of the Metal Trades Department of the A.F.L.-C.I.O.

This Negotiating Committee shall participate in all joint conferences between the Company and the Council pertaining to the negotiation of a new Agreement or the changing of the existing Agreement. Time shall be allotted for all members of the Negotiating Committee to meet on company time twice per month (2-hour session) three (3) months prior to the start of contract negotiations.

Upon request, the Company will provide a court reporter to capture conversation and intent at the conclusion of negotiations.

Section 4. Time Away From Work

Each Steward, each employee Council representative named in the steps of the Grievance Procedure, and the employee Council representatives on the Negotiating Committee shall be permitted to leave his/her work during working hours (with the permission of his/her supervisor) to perform his/her duties in connection with representing employees and investigating grievances.

The supervisor shall give this permission as soon as reasonably possible, but may refuse such permission at any time when the employee's absence from work may seriously interfere with the operation of the business.

Each Steward shall investigate grievances only in his/her own unit and may be accompanied by the President/Chief Steward of the Council or, in his/her absence, his/her authorized representative.

Section 5. Pay for Time Lost

A Steward, the employee Council representatives named in the steps of the Grievance Procedure, and the employee Council representatives on the Negotiating Committee shall be paid their appropriate rate of pay for time lost when investigating grievances or conferring with management during their scheduled hours of work. Pertaining to the negotiation of a new agreement or the changing of the existing agreement, the Negotiating Committee shall be paid according to the CBA, Article 6. and materials, i.e., office supplies and available excess equipment, shall be furnished by the Company, when reasonable and available.

Section 6. Notification of Officers

The Recording Secretary of the Council shall notify the Company in writing as to the names of all of the officers of the Council, which shall include the President/Chief Steward, Vice-President, Secretary-Treasurer, Recording Secretary, Stewards, employee members of the Negotiating Committee, the Trustees, and the Sergeant at Arms, and employee representatives to the Job Evaluation Committee, and shall advise the Company in writing of any changes which are made in said employee representatives of the Council.

- A. In an effort to further our common interest and to create a proactive and harmonious labor and management relationship and to enable the Unions increased proactive involvement in safety and health, the President/Chief Steward and Vice-President shall be released from regularly assigned job duties. The Company shall provide and maintain office space for the President/Chief Steward and Vice-President. Upon official date of assuming their respective offices, the Council President and Vice-President will receive the top wage rate within the MTC job classifications plus any current, maintained certification pay during their time in office.

**ARTICLE 30
DURATION**

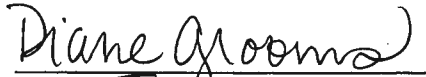
This Agreement shall become effective 12:01 a.m. **April 22, 2024**, and shall continue in full force and effect until midnight **April 8, 2029**, and shall automatically be renewed thereafter, from year to year, unless written notice to terminate or modify this Agreement is given by either party at least sixty (60) calendar days prior to **April 8, 2029**, or at least sixty (60) calendar days prior to the end of any subsequent annual period, unless reopened by mutual consent of both parties to negotiate matters of mutual interest which may arise prior to **April 8, 2029**.

Either party may initiate the reopener by written notice to the other party, specifying which articles it desires to discuss. Upon receipt of the notice, if the other party agrees to negotiate, the parties shall mutually agree on the specific provisions of the Agreement to be reopened. No other provisions of the Agreement shall be discussed. If the parties fail to reach agreement, the terms and the provisions of the Agreement continue unchanged.

The parties agree that during the entire duration of this Agreement, including any time period that certain provisions may be reopened, Article 13 shall remain in effect and be binding upon both parties, except there shall be no strike or lockout during the term of this agreement.

IN WITNESS WHEREOF, the parties, hereto, by their duly authorized representatives, have caused copies hereof to be executed this 22 day of April 2024

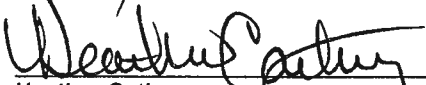
CNS, LLC



Diane Grooms
Chief Human Resource Officer




Tony L. Jones
Pantex Labor Relations Sr. Manager



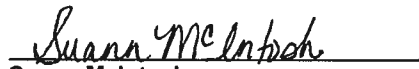
Heather Cathey
Pantex Labor Relations Specialist



Casey Huddleston
Sr. Manager, Explosives Technology Ops.




Gary D. Johnson
Sr. Manager, Pantex Infrastructure




Suann McIntosh
Project Manager, Stockpile Programs

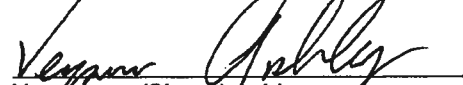
**The Metal Trades Council of Amarillo,
Texas & Vicinity, AFL-CIO**




Robin Harris
President/Chief Steward



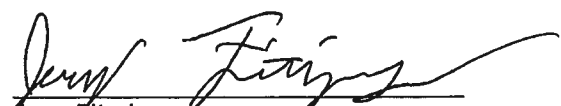
Brent Matlock
Vice-President



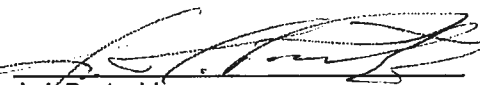
Veroreum (Shaun) Ashley
Committeeperson



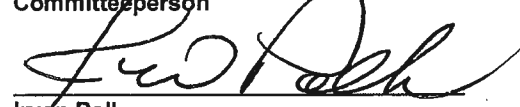
Rob Briggs
Committeeperson



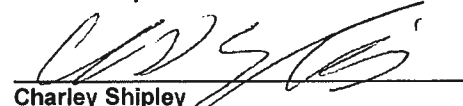
Jerry Fitzsimmons
Committeeperson



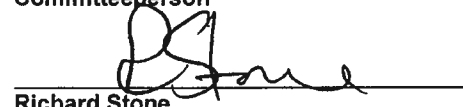
J. J. Paetzold
Committeeperson



Irvan Polk
Committeeperson



Charley Shipley
Committeeperson



Richard Stone
Committeeperson



Donald (Don) Wallace
Committeeperson

APPENDIX A
MTC WAGE RATES

The job classifications are listed in Appendix A in this Agreement in alphabetical order. There may or may not be an incumbent in each of the classifications listed.

As noted, the Appendix includes the rate structure effective **April 22, 2024**, **April 7, 2025**, **April 6, 2026**, **April 5, 2027** and **April 3, 2028**. The adjustment will be made automatically by the Compensation and Payroll offices.

CLASSIFICATION	4/22/2024	4/7/2025	4/6/2026	4/5/2027	4/3/2028
Alarm Dispatcher	\$38.73	\$40.67	\$41.89	\$43.15	\$44.44
Apprentice*					
Associate Waste Operations Technician	\$40.32	\$42.34	\$43.61	\$44.91	\$46.26
Drafting Technician, Jr.	\$35.45	\$37.22	\$38.34	\$39.49	\$40.67
Electronic Technician	\$48.25	\$50.66	\$52.18	\$53.75	\$55.36
Engineering Tech. I (Blending & Packaging)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Formulation)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Gas Analysis)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Laboratory)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Nuclear Matls.)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Operations)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Reuse Facility)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. I (Waste Oper.)	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Engineering Tech. II (Blending & Packaging)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Formulation)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Gas Analysis)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Laboratory)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Nuclear Matls.)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Operations)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Reuse Facility)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Engineering Tech. II (Waste Oper.)	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Environmental Remediation Sys Tech I	\$43.42	\$45.59	\$46.96	\$48.36	\$49.82
Environmental Remediation Sys Tech II	\$45.48	\$47.75	\$49.18	\$50.66	\$52.18
Expediter	\$38.88	\$40.83	\$42.05	\$43.31	\$44.61
Fire Services Technician	\$38.57	\$40.49	\$41.71	\$42.96	\$44.25
Firefighter	\$37.12	\$38.97	\$40.14	\$41.35	\$42.59
Firefighter/Paramedic	\$43.49	\$45.67	\$47.04	\$48.45	\$49.90
Garage Attendant	\$31.03	\$32.58	\$33.56	\$34.56	\$35.60
Hazmat Transporter (DOT HZMT Truck Drvr)	\$41.42	\$43.49	\$44.80	\$46.14	\$47.53
Heavy Equipment Operator	\$44.14	\$46.35	\$47.74	\$49.17	\$50.65
Janitorial Custodian I	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Janitorial Custodian II	\$31.03	\$32.58	\$33.56	\$34.56	\$35.60
Janitorial Operator	\$34.11	\$35.82	\$36.89	\$38.00	\$39.14
Labor Pool Employee	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Laboratory Technician I (Entry)	\$38.92	\$40.87	\$42.10	\$43.36	\$44.66
Laboratory Technician II	\$43.42	\$45.59	\$46.96	\$48.36	\$49.82

Appendix A
Job Classifications and Salary Rates

CLASSIFICATION	4/8/2024	4/7/2025	4/6/2026	4/5/2027	4/3/2028
Laboratory Technician III	\$45.48	\$47.75	\$49.18	\$50.66	\$52.18
Laborer	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Laundry & Changehouse Att. I	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Laundry & Changehouse Att. II	\$31.03	\$32.58	\$33.56	\$34.56	\$35.60
Laundry Operator I	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Laundry Operator II	\$31.03	\$32.58	\$33.56	\$34.56	\$35.60
Light Equipment Operator	\$41.42	\$43.49	\$44.80	\$46.14	\$47.53
Maintenance Planner/Scheduler	\$46.99	\$49.34	\$50.82	\$52.34	\$53.91
Material Handler	\$38.88	\$40.83	\$42.05	\$43.31	\$44.61
Metal Treating & Grinding Oper.	\$46.03	\$48.33	\$49.78	\$51.28	\$52.82
Metrology Tech. I	\$44.92	\$47.16	\$48.58	\$50.04	\$51.54
Metrology Tech. II	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
MM(Area Mechanic)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Boilermaker)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Carpenter)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Electrician)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Garage)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Instrument)	\$46.91	\$49.26	\$50.74	\$52.26	\$53.83
MM(Machine Tool)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Painter)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Pipefitter)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Plastics)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Railcar)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Refrigeration)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
MM(Sheetmetal)	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
Motor Pump Operator	\$41.63	\$43.71	\$45.03	\$46.38	\$47.77
Occupational Health Nurses	\$47.63	\$50.01	\$51.51	\$53.05	\$54.65
Operating Engineer (Utilities Oper.)	\$41.85	\$43.95	\$45.26	\$46.62	\$48.02
Photo Lab Tech. I	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Photo Lab Tech. II	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Product Acceptance Tech.	\$41.42	\$43.49	\$44.80	\$46.14	\$47.53
Production Technician I	\$41.42	\$43.49	\$44.80	\$46.14	\$47.53
Production Technician II	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
Quality Assurance Inspection Tech.	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Quality Assurance Tech. I	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Quality Assurance Tech. II	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Radiation Safety Technician I (Entry)	\$38.92	\$40.87	\$42.10	\$43.36	\$44.66
Radiation Safety Technician II	\$43.42	\$45.59	\$46.96	\$48.36	\$49.82
Radiation Safety Technician III	\$45.48	\$47.75	\$49.18	\$50.66	\$52.18
Radiological Health Tech. I (Entry)	\$38.92	\$40.87	\$42.10	\$43.36	\$44.66
Radiological Health Tech. II	\$43.42	\$45.59	\$46.96	\$48.36	\$49.82
Radiological Health Tech. III	\$45.48	\$47.75	\$49.18	\$50.66	\$52.18
Secretary I	\$29.91	\$31.41	\$32.35	\$33.32	\$34.32
Secretary II	\$34.48	\$36.21	\$37.29	\$38.41	\$39.56
Semiskilled Mechanic (All)	\$40.32	\$42.34	\$43.61	\$44.91	\$46.26
Special Mechanic (All Crafts)	\$47.54	\$49.92	\$51.42	\$52.96	\$54.55
Special Mechanic Inspector	\$47.54	\$49.92	\$51.42	\$52.96	\$54.55
Special Mechanic Vehicle Maint.	\$47.54	\$49.92	\$51.42	\$52.96	\$54.55
Special Tooling Inspector	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Sr. Clerk I	\$29.91	\$31.41	\$32.35	\$33.32	\$34.32

CLASSIFICATION	4/22/2024	4/7/2025	4/6/2026	4/5/2027	4/3/2028
Sr. Clerk II	\$34.48	\$36.21	\$37.29	\$38.41	\$39.56
Sr. Drafting Tech. I	\$42.17	\$44.28	\$45.60	\$46.97	\$48.38
Sr. Drafting Tech. II	\$46.53	\$48.85	\$50.32	\$51.83	\$53.38
Sr. Secretary	\$35.45	\$37.22	\$38.34	\$39.49	\$40.67
Technical Security Technician	\$44.74	\$46.98	\$48.39	\$49.84	\$51.33
Technician Associate	\$36.32	\$38.14	\$39.28	\$40.46	\$41.67
Telephone Technician	\$46.91	\$49.26	\$50.74	\$52.26	\$53.83
Time & Labor Coordinator	\$35.45	\$37.22	\$38.34	\$39.49	\$40.67
Tool Maker	\$46.03	\$48.33	\$49.78	\$51.28	\$52.82
Utility Locator	\$41.85	\$43.95	\$45.26	\$46.62	\$48.02
Yardworker I	\$27.50	\$28.87	\$29.74	\$30.63	\$31.55
Yardworker II	\$31.03	\$32.58	\$33.56	\$34.56	\$35.60

Pay rate effective upon contract ratification.

*Apprentice Wage Scale: percentage of the Maintenance Mechanic Rate based on completed hours, as follows, rounded to the nearest cent:

Hours			Hours		
From	To	Percentage	From	To	Percentage
0	1,000	65	4,000	5,000	79
1,000	2,000	68.5	5,000	6,000	83
2,000	3,000	72	6,000	7,000	86
3,000	4,000	75.5	7,000	8,000	90

The Company proposes the following annual wage rate increases:

Term	Wage Increase
<u>April 22, 2024</u>	<u>5%</u>
<u>April 7, 2025</u>	<u>5%</u>
<u>April 6, 2026</u>	<u>3%</u>
<u>April 5, 2027</u>	<u>3%</u>
<u>April 3, 2028</u>	<u>3%</u>

- 1. The **Reproduction Technician** job classification is introduced at a **\$33.38** base rate prior to any wage increase.

The table below reflects wage increases for the duration of the contract.

CLASSIFICATION	4/22/2024	4/7/2025	4/6/2026	4/5/2027	4/3/2028
Reproduction Technician	\$33.38	\$35.05	\$36.10	\$37.18	\$38.30

APPENDIX B
COVID-19 ASSURANCE TESTING

Consolidated Nuclear Security LLC, "the Company", and the Metal Trades Council, "Council", mutually agree to the following:

All testing referenced in this Appendix will be conducted at Pantex under the direction of the Pantex Site Medical Director as long as Pantex has the supplies to conduct the testing on site. The Company will inform the Council when the site's ability to test changes.

1. Employees will be selected based on them being seen for a service or randomly selected for a drug screen/breath alcohol test (BAT) at Occupational Health Services (OHS/Medical).
 - a. Limit of one COVID-19 test per calendar week unless a diagnostic test is needed after screening test is administered.
 - b. If additional random selection is required to meet the statistical number of tests to assure COVID is absent from our site, then the Pantex Site Medical Director will discuss with MTC leadership, Pantex Labor Relations and the Pantex Pandemic SMART team ways to expeditiously and fairly select members of the Pantex workforce to include MTC members. This discussion will occur prior to implementation.
2. Screening test administered will be an approved CDC test. If positive, employee will be sent home on approved Sick Leave or Sick Leave Supplement, as appropriate, until cleared to return to work by OHS.
3. If an employee tests positive, he/she will be sent home per CDC guidelines.
4. If sent home by OHS to quarantine, an employee may use accrued Sick Leave for quarantine length.
5. If an employee refuses to be tested after being selected, the employee will be subject to discipline.
 - a. On first refusal, employee will be sent home on paid Administrative Leave and brought back for COVID Testing on the start of the employee's next scheduled shift on which COVID Testing is available.
 - b. On second refusal, employee will be sent home on unpaid Administrative Leave and brought back for COVID Testing on the start of the employee's next scheduled shift on which COVID Testing is available.
 - c. On third refusal, employee will be terminated.

APPENDIX C JOB DESCRIPTIONS

The Company and the MTC (Parties) share the desire to resolve any job description issues at the Pantex Plant. Therefore, the Parties agree to the following:

1. Job descriptions, as prepared and revised by the Company, are designed and intended to establish typical job functions, responsibilities, and provide a basis for determining equitable rates of pay for job requirements.
2. Job descriptions are not designed and shall not be used to circumvent seniority rights or employment opportunities as set forth in the collective bargaining Agreement.
3. New or revised job descriptions will be approved by Labor Relations after the Parties meet and have the opportunity to discuss the job descriptions and have the MTC's views considered before the new or revised job descriptions take effect.
4. The Company will meet with the Council regarding its views concerning job descriptions, as necessary, with the understanding that final responsibility and authority in establishing job descriptions rests with the Company.

APPENDIX D
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APPENDIX E TRAINING & TESTING

The Company and the Council recognize that with the increased emphasis on environment, safety & health issues within the DOE/NNSA complex, several DOE Orders have been issued which require increased levels of training and testing, to assure employees have attained the level of knowledge necessary to safely perform assigned duties. The Company and the Council strongly support the performance based training process.

Employees must pass required written or oral tests, and performance tests which include performance evaluations and performance demonstrations.

Specific to written testing, an employee shall be given a maximum of three (3) opportunities to pass such required tests. Training instructors shall remediate after a test failure (with a score over 70), but upon three (3) test failures the employee may be removed from their job classification and referred to Human Resources for evaluation and possible reassignment to a different job for which the employee may be qualified. The provisions contained in this paragraph do not apply to comprehensive qualification/certification and requalification/recertification exams.

Specific to performance testing, as required, the practice of providing the employee with coaching/remediation, and the ability to practice until confident with the task prior to performance testing, is required. Failure to successfully pass/complete required performance testing shall result in line management evaluating the employee for reassignment or retesting. The MTC, Department Manager and the union representative shall be notified before the employee may be removed from their job classification and referred to Human Resources for evaluation and possible reassignment to a different job for which the employee may be qualified.

Specific to comprehensive qualification/certification exams and comprehensive requalification/recertification exams, all examination failures shall result in notifying the MTC, Department Manager and the union representative. Line management may evaluate the employee for retesting or for possible reassignment to a different program, or the employee may be removed from their job classification and referred to Human Resources for evaluation and possible reassignment to a different job for which the employee may be qualified. Every effort shall be made by the Company to keep the employee in their current job classification.

This Agreement is viewed as an opportunity to further improve our safety awareness in the accomplishment of our mission at the Pantex Plant. We each need to share in the common goal of making Pantex the safest work place possible.

APPENDIX F COST OF LIVING ALLOWANCE

A cost-of-living allowance is provided under the terms and conditions of this Appendix during the life of this Agreement, April 22, 2024 thru April 8, 2029.

1. Index Used:

The Index used for determining cost-of-living allowance adjustments due to fluctuations in the cost of living shall be the U. S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), 1982-1984=100, all items, hereafter referred to as the "Index".

2. Effective Date of Adjustment:

Subject to the conditions described in Paragraph 3 below, adjustments shall be calculated on a bimonthly basis. Any adjustments in pay shall be made commencing with the first payroll period following the date of official public release of each pertinent bimonthly index by the U. S. Department of Labor's Bureau of Labor Statistics. No adjustments shall be made after expiration of this Labor Agreement (midnight, April 8, 2029).

3. Basis of Adjustment:

This Appendix "F" shall be implemented during the life of this Agreement providing the following requirements are met:

a. First Contract Year (April 22, 2024 thru April 7, 2025):

(1) This Appendix "F" shall be implemented during the first Contract year and will carry forward the amount paid in 2024 of \$.0.44 per hour minimum and will be indexed from the CPI-W (if it warrants more than \$0.44 based on the CPI-W).

(2) Commencing in year two (2), April 2025, the \$0.44 shall start at the beginning of the second year and is subject to indexing of the CPI-W.

b. Second Contract Year (April 7, 2025 thru April 6, 2026):

(1) This Appendix "F" shall be implemented during the second Contract year if the Index increases 3.0% above the base month of April 2025. No additional payments over and above the allowance previously generated during the first Contract year shall be accrued or payable until this condition has been met.

(a) Effective April 7, 2025, the \$0.44 shall continue as the baseline until the indexing of the CPI-W until the Index increases 3.0% above the April 2025, base.

(b) If the Index does increase 3.0% during the second contract year, the calculation of payments shall be based on any additional increase in the Index above 3.0% during the remainder of the second contract year. The month the Index increases 3.0% above the April 2025, base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph 2 above.

(2) In Years 2 – 5 the COLA will be paid based solely on the actual CPI-W values.

c. Third Contract Year (April 6, 2026 thru April 5, 2027):

(1) This Appendix "F" shall be implemented during the third Contract year if the Index increases 3.0% above the base month of April 2026. No additional payments over and above the allowance previously generated during the first or second Contract year shall be accrued or payable until this condition has been met.

- (a) Effective April 6, 2026, accrual of cost-of-living allowance shall be suspended until the Index increases 3.0% above the April 2026 base.
 - (b) If the Index does increase 3.0% during the third contract year, the calculation of payments shall be based on any additional increase in the Index above 3.0% during the remainder of the third contract year. The month the Index increases 3.0% above the April 2026 base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph 2 above.
- d. Fourth Contract Year (April 5, 2027 thru April 3, 2028):
- (1) This Appendix "F" shall be implemented during the fourth Contract year if the Index increases 3.0% above the base month of April 2027. No additional payments over and above the allowance previously generated during the first, second or third Contract year shall be accrued or payable until this condition has been met.
 - (a) Effective April 5, 2027, accrual of cost-of-living allowance shall be suspended until the Index increases 3.0% above the April 2027 base.
 - (b) If the Index does increase 3.0% during the fourth contract year, the calculation of payments shall be based on any additional increase in the Index above 3.0% during the remainder of the fourth contract year. The month the Index increases 3.0% above the April 2027, base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph 2 above.

- e. Fifth Contract Year (April 3, 2028 thru April 8, 2029)
- (1) This Appendix "F" shall be implemented during the fifth Contract year if the Index increases 3.0% above the base month of April 2028. No additional payments over and above the allowance previously generated during the first, second, third or fourth Contract year shall be accrued or payable until this condition has been met.
- (a) Effective April 3, 2028, accrual of cost-of-living allowance shall be suspended until the Index increases 3.0% above the April 2028, base.
- (b) If the Index does increase 3.0% during the fifth contract year, the calculation of payments shall be based on any additional increase in the Index above 3.0% during the remainder of the fourth contract year. The month the Index increases 3.0% above the April 2028, base shall become the base month for calculations for the purpose of cost-of-living allowance adjustments. Adjustments shall be made in accordance with the provisions of Paragraph 2 above.
- f. Accrued cost-of-living allowance adjustments shall be calculated and paid as follows: An allowance of one (1) cent shall be added to each employee's then current straight time base hourly rate for each full four-tenths (.4) upward movement from the base month as applicable and described in paragraph 3.a. thru 3.e. above.
- g. A deduction of one (1) cent shall be taken from each employee's current straight time base hourly rate for each full four-tenths (.4) downward movement from the highest then attained Index level on the same bimonthly basis whereby deductions shall be made effective the first payroll period following the date of official public release of each pertinent bimonthly Index by the U. S. Department of Labor's Bureau of Labor Statistics. Deductions shall not be made in excess of the amount of cost-of-living allowance previously paid.

4. General:

- a. The cost-of-living allowance shall not be added to the base wage rates of Job Classifications set forth in Appendix "A" during the life of this Agreement. However, cost-of-living allowances shall be used in determining the employee's base hourly rate for purposes of computing overtime premium, call-in pay, holiday pay and other pay computations where base rate is specified.
- b. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living Allowance due to any revision, which later may be made in the published figures for any month on the basis of which the allowance has been determined.
- c. The parties of this Agreement further agree that the continuance of the cost-of-living allowance, if implemented during any one of the periods noted above, is dependent upon the availability of the official monthly Bureau of Labor Statistics Consumer Price Index (CPI-W) all items, (1982-1984=100) in its present form and calculated on the same basis as the Index for April 2024. In the event the Bureau of Labor Statistics changes the form on the basis of calculating the Index, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, an Index in its present form and calculated on the same basis as the Index for April 2024 (1982 - 1984=100).

Note: These changes will revert back to original Appendix F contract language from the 2019-2024 CBA upon expiration of the 2024-2029 CBA.

**APPENDIX G
CONTRACTUAL PROVISIONS
FIREFIGHTERS, MOTOR PUMP OPERATORS
FIREFIGHTER/PARAMEDICS, ALARM DISPATCHERS**

The provisions of this Appendix apply solely to employees in the job classifications of Firefighter, Motor Pump Operator, Firefighter/Paramedic and Alarm Dispatchers. All Articles and Sections of the basic Labor Agreement between Consolidated Nuclear Security, LLC (CNS) and The Metal Trades Council of Amarillo, Texas and Vicinity, AFL-CIO, including the Preamble and Appendices A, **B**, C, E, F, I, and J are applicable to Firefighters, Motor Pump Operators, Firefighter/Paramedics and Alarm Dispatchers except as otherwise provided in this Appendix G and as noted by section for Firefighters or Alarm Dispatchers.

For the purpose of this Appendix G, the term "Firefighter" applies equally to Firefighter, Motor Pump Operator and Firefighter/Paramedic classifications unless otherwise provided.

The following articles and sections apply to the Firefighters, but not to the Alarm Dispatchers.

Article 5 - Hours of Work and Working Schedules

Section 1. Definitions

- | | | |
|----|---------------|---|
| A. | Payroll Day: | The Payroll Day for a Firefighter shall consist of a twenty-four (24) hour period extending from 4:00 p.m. to 4:00 p.m. the following day. |
| B. | Payroll Week: | The payroll week for a Firefighter shall consist of the seven (7) day period extending from 8:00 a.m. Monday to 8:00 a.m. the following Monday. |
| C. | Workday: | The standard workday for a Firefighter shall consist of a twenty-four (24) consecutive hour period extending from 4:00 p.m. to 4:00 p.m. the following day. |
| D. | Workweek: | The standard workweek for Firefighters shall consist of a period of one hundred sixty-eight (168) consecutive hours beginning at 8:00 a.m. Monday and ending at 8:00 a.m. the following Monday. |

Section 2. Application

- A. The Firefighter's shift schedule shall be based on a three-platoon system. The normal tour of duty shall be a twenty-four (24) hour period beginning at 8:00 a.m. and ending at 8:00 a.m. the following day. Each twenty-four (24) hour tour of duty shall be scheduled as follows:

8:00 a.m. - 10:00 p.m.- on duty period

10:00 p.m. - 6:00 a.m.- sleep period

6:00 a.m. - 8:00 a.m. - on duty period

Special Shift - Hours as established by the Company

Work assignments may be made at any time during the entire sixteen (16) hour on-duty period.

Firefighters assigned to shift rotation do not have time off the job for meals but eat on the job.

Firefighters assigned to day shift shall follow Article 5 of the body of the contract.

- B. Weekly Schedule:

The Firefighter's standard weekly schedule shall consist of either three (3) twenty-four (24) hour tours of duty or two (2) twenty-four (24) hour tours of duty according to scheduling requirements.

(1) The standard seventy-two (72) hour week shall consist of three (3) twenty-four (24) hour tours of duty totaling forty-eight (48) "on duty" hours and three (3) eight (8) hour sleep periods.

(2) The standard forty-eight (48) hour week shall consist of two (2) twenty-four (24) hour tours of duty totaling thirty-two (32) "on duty" hours and two (2) eight (8) hour sleep periods.

- C. Changes in Working Schedules:

(1) Where conditions require, the Company may schedule a workweek in excess of the standard workweek.

(2) At least forty-eight (48) hours' notice shall be given to a Firefighter of any changes in his/her regularly assigned shift. In the absence of such forty-eight (48) hour notice, the Firefighter shall be paid overtime (time and one-half [1-1/2X]) for all

hours worked on the first changed shift only. Shifts which include working all hours of the regular shift do not qualify as changes in working schedules. As an example, overtime scheduled before the start of the regular shift, or overtime scheduled at the end of the regular shift shall not constitute changes in working schedules. This forty-eight (48) hours' notice is not applicable in a case where the shift change is made at the employee's request.

- (3) Each Firefighter shall be allowed a total of twenty (20) minutes a day with pay away from assigned work. The twenty (20) minutes shall be divided equally between the first half and second half of the shift. During hours worked above eight (8) in one (1) day, Firefighters shall be allowed ten (10) minutes away from work within each four (4) hours of such continuous work.
- (4) Firefighters may be transferred from one platoon to another with regard to seniority as applicable.
- (5) Company shall determine and provide an adequate number of fire fighters per shift to provide relief coverage for alarm dispatchers.

Article 6 - Overtime (And Other Payments)

Section 1. Overtime Provisions

The following overtime provisions will be applicable to Firefighters

- A. Time and one-half (1-1/2X) the Firefighter's base hourly rate shall be paid for all "on duty" hours worked over eight (8) in any workday. This provision is not applicable when employees are allowed to work irregular hours for educational, rehabilitation or personal hardship purposes.
- B. Time and one-half (1-1/2X) the Firefighter's base hourly rate shall be paid for all "on duty" hours worked over forty (40) in any one (1) workweek.
- C. Two times, (2X) the employee's base hourly rate shall be paid for all hours worked in excess of fifty-two (52) hours in a work week.
- D. The last eight (8) on duty hours of the normally scheduled seventy-two (72) hour week as established for individual Firefighters, Firefighter/Paramedics, and Motor Pump Operators shall be paid at the appropriate rate as such, when such hours are worked.
- E. No pay shall be received by a Firefighter for any sleep period, except as provided in Paragraphs E. and F below, unless called to duty such as to respond to an alarm, ambulance call, or to administer first aid. Time spent in such duty shall be paid at the

- F. appropriate rate with a minimum of one (1) hours pay at the appropriate rate. All interruptions to a Firefighter's sleeping period resulting in a call to duty shall be considered time worked and paid for. If a call to duty prevents a Firefighter from obtaining at least five (5) hours of sleep during the scheduled sleep period, the entire eight (8) hour period shall be considered time worked.
- G. The eight (8) hour sleep period during only the last scheduled tour of duty for the forty-eight (48) hour week shall be paid at the Firefighter's base hourly rate unless called to duty such as to respond to an alarm, ambulance call, or to administer first aid. Time spent in such duty shall be paid for at the appropriate rate with a minimum of one (1) hours pay at the appropriate rate. All interruptions to a Firefighter's sleeping period resulting in a call to duty shall be considered time worked and paid for. If a call to duty prevents a Firefighter from obtaining at least five (5) hours of sleep during the scheduled sleep period, the entire eight (8) hour period shall be considered time worked.
- H. Firefighters working holdover or callback requiring them to be on plant site and available for call for a full 24-hour shift shall be paid at the appropriate rate of pay for all hours on site, including the applicable sleep period.
- I. If a Firefighter working holdover has less than eight (8) hours of rest prior to the beginning of their regularly scheduled shift, the Firefighter shall be paid at the appropriate rate until eight (8) hours of rest is received.

Section 2. Overtime Required

- C. It is recognized by both parties that the needs of the business may require readiness/preparedness activities to be conducted on overtime. Readiness/Preparedness activities scheduled thirty (30) days in advance and trimester readiness/preparedness activities are considered mandatory. The company shall provide sufficient continuing education hours to ensure firefighters have opportunity to obtain enough hours to recertify as required; however, it is the firefighter's responsibility to attend scheduled readiness/preparedness activities in order to accumulate the required CE credits. Scheduled PTO from the scheduling period shall take precedence over the thirty (30) day notice of readiness/preparedness activities. Any special readiness/preparedness activity needs or sessions shall be handled on a case-by-case basis.

Section 3. Overtime Distribution

- A. The Company and Council are mutually concerned with employee safety and agree to the limitations on hours worked as follows:
 - 1. No more than three (3) shifts in a four (4) day period.
 - 2. No more than five (5) shifts in a seven (7) day period.

- B. An employee is considered available for overtime if he/she:
- (1) Is on the Plant site when the overtime is offered.
 - (2) Is working off the Plant site, but can be contacted by telephone during the selection process. An employee working offsite shall only be considered available for overtime which shall occur on a subsequent workday.
 - (3) Employees off site for training shall not be considered for subsequent overtime on days of actual training. (This would not apply in a Plant emergency.)
- C. An employee is considered unavailable for overtime if he/she:
- (1) Is off the Plant site at the time the overtime is offered.
 - (2) He/she has refused an overtime offer involving the same work shift.
 - (3) Does not respond to the supervisors attempt to contact.
- G. (6) Overtime, as part of an employee's regular schedule, shall not be chargeable. Overtime refused during the unpaid sleep period on a holiday shall be chargeable to employees on duty.
- H. Newly hired employees shall be averaged into the overtime ask list once the employee becomes qualified/certified in accordance with Article 6, section 3, paragraph E and has as a minimum, an interim "Q" clearance. An employee on personal leave of absence, at his/her request, or an employee on a leave of absence for disability for thirty (30) calendar days or more, shall be charged the average overtime worked during the absence upon return to their regular job assignment. Employees reclassified as Labor Pool employees shall not be carried in any overtime group.
- I. A record of each employee's overtime hours shall be posted within the employee's department so it is available to the employee and to the Council for examination. Posted overtime records shall be updated at the beginning of each workweek.
- M. Offering of unplanned overtime, which might arise during the sleep period, shall normally be accomplished prior to 10:00 p.m.
- N. Except in case of an emergency or volunteer situation, no employee shall be required or forced to work two (2) overtime periods in the same 24-hour work shift until the entire overtime ask list is exhausted. Once a force situation is exhausted, the procedure reverts back to the low employee on the original overtime ask list.
- O. Use of overtime for functions of specialty committees and teams is offered on basis of election or membership in a group and not from the overtime ask list. Employees working overtime for participation as a member of a specialty committees or team shall be charged

for the overtime worked.

Section 4. Call-In Overtime

When a Firefighter is called in to work after leaving the premises of Pantex Plant, he/she shall be paid at time and one-half (1-1/2X) his/her base rate for hours worked outside of his/her regular shift. If the Firefighter works less than four (4) hours, he/she shall be paid for a minimum of four (4) hours at the appropriate overtime rate. The four (4) hours pay minimum shall not apply to employees who report to work impaired by drugs or alcohol.

Section 7. Night Shift Differential

Section 7. Employees shall be paid night shift differential for on duty hours worked between 7:00 pm – 10:00 pm and hours worked between 6:00 am – 7:00 am at 7% per hour and for any hours called to duty during the sleeping period.

Section 8. Pay Provisions - Plant Closure/Plant Delay

See Article 6, Section 8. of the basic Agreement.

In addition, the following applies:

Fire Department personnel who report to work during a Plant Closure/Plant Delay shall be paid at time and one-half (1-1/2X) base hourly rate for all closure/delay hours worked on the day of the closure/delay.

Article 9 – Leave of Absence

Section 5. Leave to attend Military Maneuvers

A. Training

Employees, who are members of the National Guard or reserve Component of any military branch, shall be granted a leave of absence of up to three weeks [fifteen (15) workdays] per calendar year for training, active-duty training, or inactive duty training.

B. Active Duty/Deployment

Employees, who are members of the National Guard or Reserve component of any military branch, shall be granted a paid leave of absence of up to two (2) months for active duty or deployment.

Article 10 - Holidays

Section 1B. Holiday Observance - Monday through Friday Work Schedule

- A. Firefighters shall observe designated holidays on the day which they fall.
- B. When a holiday falls on any scheduled twenty-four (24) "off" period and the Firefighter is not "on duty" at any time during the holiday, he/she shall receive holiday pay allowance in accordance with Section 1. of this Article.
- C. When a holiday falls on any scheduled twenty-four (24) hour "on" period the Firefighter shall be paid at two (2) times base rate for all "on duty" hours worked falling within the holiday and, in addition thereto, shall receive holiday pay allowance in accordance with Section 1. of this Article in lieu of any other compensation.

Section 4.A. Holiday During PTO

When one of the above designated holidays falls within a Firefighter's scheduled workweek and the holiday falls on a scheduled day off and/or the Firefighter is on PTO, the firefighter shall be paid nine (9) hours of holiday pay instead of PTO.

Section 9. Overtime Computation

Paid holidays shall be considered as time worked in computing overtime after forty (40) hours only if the paid holiday falls on one of the Firefighter's regularly scheduled "on duty" periods during the Firefighter's workweek. Premium pay for hours "on duty" on a holiday shall not be interpreted as being overtime unless the holiday hours "on duty" are a part of the hours "on duty" after forty (40) hours in a workweek.

Article 11 - PTO

Section 2. Definitions

- D. Paid Time Off (PTO) pay shall be computed at the Firefighter's base hourly rate on the date the PTO begins. Pay and deduction of PTO credits shall be computed based on the number of scheduled "on duty" hours and paid sleep hours during the last tour of duty only for the forty-eight (48) hour week absent as a result of being on PTO.
- E. Firefighters who take PTO for the whole week of a seventy-two (72)-hour week shall only be required to use forty (40) hours of PTO credits. If the firefighter takes less than the whole week, the employee shall be required to take PTO credits for all scheduled on-duty hours missed.

- F. Senior Firefighters, whenever practicable, shall be allowed preference in their seniority unit during the semi-annual PTO scheduling period as to time of PTO.
- G. Firefighters shall be given the opportunity to designate their choice of PTO and shall be permitted to either begin or end their PTO on their regular scheduled day off.

Article 14 - Seniority

Vacancies in the MPO and Firefighter/Paramedic classifications shall be posted and awarded on the basis of their proficiency test score and skills evaluation if applicable. All firefighters with passing scores shall be credited one (1) point per year for years in grade, up to ten (10) points. Final scores shall be ranked. Seniority shall also be used to break a tie.

Article 16 - Sick Leave

Section 2. General

Note: A partial day of absence shall be considered the same as a full day of absence in determining if an absence exceeds one work day (one shift).

- A. Sick Leave Benefits are defined as:
 - 3. Payment of applicable benefits also applies to the eight (8) hour paid sleep period, on the last tour of duty only, for the forty-eight (48) hour week.
- B. Payment of sick leave credits for any absence of one (1) regularly scheduled twenty-four (24) hour tour of duty or less shall be made without the submission of a doctor's certification, except as provided in Section 2.H. Payment of these sick leave credits shall be automatic except as provided in Section 3.B. Employees returning to work from sick leave for a weekend/holiday assignment, who must first be released by the Pantex Medical Department to return to work, shall be paid for up to four (4) hours at the appropriate rate to clear through medical on the last regular business day preceding the weekend/holiday.

In the event the Pantex Medical Department does not approve the employee to return to work and the employee has accrued sick leave credits, the employee shall be allowed to utilize accrued sick leave credits per Section 2.A.1. of the sick leave article, Article 16.
- D. Payment of sick leave credits for continuous absences in excess of one regularly scheduled twenty-four (24) hour tour of duty, or payment of the sick leave supplement requires submission of an application/doctor's certification and supervisor approval.
- K. The firefighter shall notify a shift officer prior to 7:00 a.m. on the first and following days of absence unless a length of absence has been established.
- L. If eligible to receive sick leave benefits for any continuous sick leave absence covering more than one (1) regularly scheduled twenty-four (24) hour tour of duty, an employee

shall submit an application/doctor's certification for such benefits. The application may be submitted at any time from the first day of absence, but must be submitted within thirty (30) calendar days after return to work. Failure to comply with this requirement shall void all claims for sick leave benefit for the period involved in the claim. Payment of benefits shall be made on the first pay period after receipt of supervisor approval.

Article 17 - Funeral Leave

The Company shall pay a Firefighter **up to three (3) workdays paid leave** for absence from work in the event of the death of a member of his/her immediate family. **Workdays** absent for which funeral leave is paid must be consecutive and include the day of the funeral and/or hours of the workday(s) immediately preceding or following the day of the funeral.

Funeral leave payment shall be at the Firefighter's base rate, up to a maximum of the "on duty" hours and/or paid sleep hours absent, but not to exceed **three (3) workdays**.

Immediate family means spouse, children, step-children, parents, stepparents, parents-in-law, siblings, half-siblings, siblings-in-law, grandparents, grandparents of employee's spouse, grandchildren, son-in-law and daughter-in-law.

Payments may be made under the provisions of this Article to a Firefighter where the deceased relative is not a member of the immediate family as defined above, but served in the place of a parent to the Firefighter, subject to the approval of the Human Resources Manager.

If a Firefighter is in a PTO status at the time of the death of a member of his/her immediate family, the Firefighter may be paid funeral leave benefits in accordance with the provisions of this Article 17 in lieu of PTO credits, based on submission and approval of a claim for funeral leave benefits.

A Firefighter who intends to take advantage of this provision shall notify his/her supervisor or the Operations Center of the death of the member of his/her immediate family on or before the first day he/she is absent.

Article 22 - Assignment of Work

The driver of an ambulance may be assigned to a Paramedic or MPO.

Article 23 – Wages

Certification pay for Firefighter, MPO's and Firefighter/Paramedic who are in responder status shall receive:

* Firefighter	Intermediate	\$83.33/mo. – (\$0.49 cents/hr.)
	Advanced	\$150/mo. – (\$0.87 cents/hr.)
	Master	\$166.67/mo. – (\$0.97 cents/hr.)

* Hazmat:	Technician	\$50/mo. - (\$0.29 cents/hr.)
**Hazmat Team Member		<u>\$83.33/mo. – (0.49 cents/hr.)</u>
**Rescue Team Member	1	<u>\$50/mo. – (\$0.29 cents/hr.)</u>
	2	<u>\$83.33/mo. – (\$0.49 cents/hr.)</u>

* Certification required as recognized by the Texas Commission on Fire Protection.

** Pay at these levels requires qualification and participation as a special team member, to include knowledge assessment, skills assurance and/or physical testing.

If there are more volunteers than available slots, special team members shall be selected by seniority. No personnel shall be forced to change shifts based on team participation.

Article 24 - General Provisions

Section 4. Jury or Witness Service

If a Firefighter is called for jury examination or service, or summoned by the Court as a witness except as a principal, he/she shall be paid his/her base hourly rate for "on duty" hours and paid sleep hours of the last tour of duty only for the forty-eight (48) hour week necessarily lost from regularly scheduled work. Firefighters shall be expected to report for work within a reasonable time (2 hours) after release from jury duty on any scheduled workday. However, if the Firefighter is released from duty after **4:30** p.m. on any scheduled workday, he/she shall not be required to return to work.

Section 9. Apprenticeships

Section 9. Apprenticeships, of the basic Agreement, is not applicable to Firefighters.

Firefighter Trainee or Paramedic Trainee shall start at eighty percent (80%) of the applicable base rate until completion of required qualifications.

Article 25 - Safety and Health

Section 4. Physical Examinations

- B. Medical examinations/tests performed by a licensed physician which are required by the Company to confirm the initial diagnosis, shall be taken on Company time and at Company expense. This shall include examinations/tests required by the Company for the purpose of determining whether the employee meets required minimum standards of health and physical fitness. Arrangements for such examinations shall be made by the Company.
- C. Physical Fitness Program

As a requirement of maintaining their qualifications in the Fire Department, each person required to respond to an emergency shall be required to participate in the prescribed physical fitness program, including the annual qualification, participation in exercise sessions, physical evaluations, etc. Failure to maintain the required physical standard will result in a six month probationary period to pass all the evaluation requirements, or they shall be disqualified from their job. During the six months probationary period the employee must show progression, as determined by the Company and in consultation with the Occupational Medical Department, toward meeting the standard, or they shall be disqualified. Permanent restrictions which would put the employee at risk as a responder shall result in immediate disqualification.

- D. The Company shall provide each employee an annual exercise clothing allowance, not to exceed two hundred seventy-five dollars (\$275.00), after taxes, to obtain approved exercise clothing, including running shoes, and an additional one hundred seventy-five (\$175.00), after taxes, personal item allowance for towels, and bed linens. The personal item allowance shall be paid as soon as practicable after ratification of this CBA. Beginning in the year 2020, both annual allowances shall be paid on the first payroll period of February of each year. New employees shall receive the exercise clothing/personal item allowance on the first payroll on the month following completion of initial training and annually thereafter.
- E. It shall be each employee's responsibility to launder and maintain his/her exercise clothing, towels and bed linens.

Article 28 – Group Insurance, Pension, LTD & Savings Plan

Section 1.

Firefighters, MPO's, and Firefighter/Paramedics who are responders will have an unreduced pension benefit at age 55 with at least 10 years of plan service credits.

**The following Articles and Sections apply to Alarm Dispatchers,
but not to Firefighters.**

Article 5 - Hours of Work and Working Schedules

Section 1. Definitions

- A. Payroll Day: The payroll day for an Alarm Dispatcher shall consist of a twenty-four (24) hour period from 7:00 am to 7:00 am the following day.
- B. Payroll Week: The payroll week for an Alarm Dispatcher shall consist of the (7) day period extending from 7:00 a.m. Monday to 7:00 a.m. the following Monday.
- C. Workday: The standard workday for an Alarm Dispatcher shall consist of eight (8) or twelve (12) consecutive hours of work.
- D. Workweek: The standard workweek for an Alarm Dispatcher shall consist of a period of thirty-six (36), forty (40) or forty-eight (48) consecutive hours beginning at 7:00 a.m. Monday and ending at 7:00 a.m. the following Monday.

Section 2. Application

- A. Working Schedule: The standard scheduled shifts shall be as follows:
 - 1. 7:00 a.m. - 7:00 p.m. (12 hours)
 - 2. 7:00 p.m. - 7:00 a.m. (12 hours)
 - 3. 7:00 a.m. - 3:00 p.m. (8 hours)
 - 4. 3:00 p.m. - 11:00 p.m. (8 hours)
 - 5. 11:00 p.m. - 7:00 a.m. (8 hours)

Alarm Dispatchers do not have time off the job for meals but
eat on the job.

Article 6 – Overtime (And Other Payments)

Section 1. Overtime Provisions

- A. Time and one-half (1-1/2X) the Alarm Dispatcher's base hourly rate shall be paid for all hours worked in a payroll week which are over forty (40) hours paid at straight time rate. Absences from regular scheduled work for which straight time worked base hourly rate is paid, excluding jury duty and funeral leave, shall be considered as time worked in determining the number of hours worked over forty (40) in a payroll week.
- B. Time and one-half (1 ½ X) the Alarm Dispatcher's base hourly rate shall be paid for all hours worked by an employee on his/her first scheduled day of rest, and double time (2X) for all hours worked on his/her second scheduled day of rest. Time worked on any subsequent continuous days of rest shall be paid at the appropriate rate.
- C. Two times, (2X) the employee's base hourly rate shall be paid for all hours worked in excess of fifty-two (52) hours in a work week.
- D. The Company may schedule a work shift in excess of twelve (12) hours, as applicable, starting prior to the regular scheduled shift. In such circumstances, when the employee reports he/she shall receive a minimum of two (2) hours pay at one and one-half (1-1/2X) times his/her base hourly rate, provided he/she works the entire scheduled shift.
- E. Two (2X) the Alarm Dispatcher's base hourly rate shall be paid for all hours worked after sixteen (16) continuous hours of work.

Section 3. Overtime Distribution

- A. The Company and the Council are mutually concerned with employee safety and agree to the following limitations on hours worked as follows:
 - 1. No more than eighteen (18) consecutive hours in any twenty-four (24) hour period without written approval of Senior Director or Fire Chief.
 - 2. No more than six (6) days worked without at least one (1) day of rest without written approval of Senior Director or Fire Chief.

Section 7. Night Shift Differential

Employees working the shift of 7:00 p.m. – 7:00 a.m. shall be paid a shift differential of 7% or **two dollars and sixty-four cents (\$2.64)** per hour, whichever is greater, for the hours worked on this shift.

Article 10 Holidays

Section 1B. Holiday Observance

- A. Dispatchers shall observe designated holidays on the day which they fall.
- B. When a Holiday falls on an employee's scheduled day of rest, he/she shall receive holiday pay allowance in accordance with Section 4 of this Article.

Article 11 -PTO

Section 1. Eligibility

- C. PTO pay shall be computed at the employee's basic hourly day rate on the date the PTO begins. Pay shall be computed at eight (8) or twelve (12) hours, as applicable, for each day of PTO taken.

Article 16 - Sick Leave

Section 8. Return to work

Employees returning to work from sick leave for a weekend/holiday assignment, who must first be released by the Pantex Medical Department to return to work, shall be paid for up to four (4) hours at the appropriate rate to clear through medical on the last regular business day preceding the weekend/holiday.

In the event the Pantex Medical Department shall not approve the employee to return to work and the employee has accrued sick leave credits, the employee shall be allowed to utilize accrued sick leave credits per Section 2.A.1. of the sick leave article, Article 16.

Article 17 - Funeral Leave

The Company shall pay an employee up to **three (3) workdays paid leave** for absence from work in the event of the death of a member of his/her immediate family. The **three (3) workdays**, for which the employee is paid funeral leave must be consecutive and include the day of the funeral and/or workday(s) immediately preceding or following the day of the funeral. However, if circumstances warrant, up to twelve (12) hours may be paid for time necessarily lost from work, at the discretion

of the Company.

Funeral leave payment shall be at the employee's base rate (up to a maximum of eight [8] or twelve [12] hours per day based on the employee's work schedule.)

Immediate family means spouse, children, step-children, parents, stepparents, parents-in-law, siblings, half-siblings, siblings-in-law, grandparents, grandparents of employee's spouse, grandchildren, son-in-law and daughter-in-law.

Payments may be made under the provisions of this Article to an employee where the deceased relative is not a member of the immediate family as defined above, but served in the place of a parent to the employee, subject to the approval of the Human Resources Manager.

If an employee is in a PTO status at the time of the death of a member of his/her immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of this Article 17, in lieu of PTO credits, based on submission and approval of a claim for funeral leave benefits.

An employee who intends to take advantage of this provision shall notify his/her supervisor or the Operations Center of the death of the member of his/her immediate family on or before the first day he/she is absent.

Article 24 - General Provisions

Section 4. Jury or Witness Service

If an employee is called for jury examination or service, or summoned by the court as a witness, except as a principal, he/she shall be paid his/her base hourly rate for time lost from regularly scheduled work up to a maximum of eight (8) or twelve (12) hours per day, depending on the employee's work schedule.

The employee shall notify the Company when he/she is called for jury service or summoned as a witness. Any employee working on a night shift may, if he/she desires to take advantage of this provision, be transferred to the day shift.

**APPENDIX H
CONTRACTUAL PROVISIONS
for
UTILITIES OPERATORS ASSIGNED TO CONTINUOUS SHIFTS**

The provisions of this Appendix H. apply solely to employees in the job classification of Operating Engineer (Utilities Operator) who are regularly scheduled to work a continuous shift. All Articles and Sections of the basic Labor Agreement between Consolidated Nuclear Security, LLC (CNS), and The Metal Trades Council of Amarillo, Texas and Vicinity, AFL-CIO, including the Preamble and Appendices A, **B**, C, E, F, I, & J, are applicable to continuous shift Utilities Operators except as otherwise provided in this Appendix H.

Article 5 - Hours of Work and Working Schedules

Section 1. Definitions

- A. Payroll Day: The payroll day shall consist of a twenty-four (24) hour period extending from 7:00 a.m. to 7:00 a.m. the following day.
- B. Payroll Week: The payroll week shall consist of the seven (7) day period extending from 7:00a.m. Monday to 7:00 a.m. the following Monday.
- C. Workday: The standard workday shall consist of twelve (12) consecutive hours of work.
- D. Workweek: The standard workweek shall consist of either thirty-six (36) or forty-eight (48), hours of work. The scheduled workdays shall be consecutive within a period of seven (7) calendar days, but not necessarily consecutive within the standard payroll week.

Section 2. Application

- A. Working Schedule: The standard scheduled shifts shall be as follows:

Continuous Shifts:
 - 1. 7:00 a.m. - 7:00 p.m. (12 hours)
 - 2. 7:00 p.m. - 7:00 a.m. (12 hours)Continuous shift Utilities Operators do not have time off the job for lunch, but eat on the job.
- B. Changes in working schedules:
 - 1. Where conditions require, the Company may schedule a workweek in excess of forty-eight (48) hours per week and a workday in excess of twelve (12) hours per day.

2. At least forty-eight (48) hours notice shall be given to an employee of any changes in his/her regularly assigned shift. In the absence of such forty-eight (48) hours notice, the employee shall be paid overtime (time and one-half [1-1/2X]) for all hours worked on the first changed shift only. Shifts which include working all hours of the regular shift do not qualify as changes in working schedules. As an example, overtime scheduled before the start of the regular shift, or overtime scheduled at the end of the regular shift, shall not constitute changes in working schedules. This forty-eight (48) hours notice is not applicable in a case where the shift change is made at the employee's request.

3. Each employee shall be allowed a total of twenty (20) minutes a day with pay away from work. The twenty (20) minutes shall be divided equally between the first half and the second half of the shift. For employees scheduled to work a twelve (12) hour shift, during hours worked above twelve (12) in one (1) day, employees shall be allowed ten (10) minutes away from work within each four (4) hours of such continuous work. The Company shall provide places (if approval can be gained from the Cognizant Government Agency) for employees to smoke during their rest periods.

Article 6 - Overtime (And Other Payments)

Section 1. Overtime Provisions

The following overtime provisions shall be applicable:

- A. Time and one-half (1-1/2X) the employee's base hourly rate shall be paid for all hours worked in a payroll week which are over forty (40) hours paid at straight time rate. Absences from regular scheduled work for which straight time base hourly rate is paid, excluding jury duty and funeral leave, shall be considered as time worked in determining the number of hours worked over forty (40) in a payroll week.

- B. Time and one-half (1-1/2X) the employee's base hourly rate shall be paid for all hours worked by an employee on his/her first scheduled day of rest, and double time (2X) for all hours worked on his/her second scheduled day of rest. Time worked on any subsequent continuous days of rest shall be paid at one and one-half (1-1/2X) times the employee's base hourly rate.

- C. The Company may schedule a work shift in excess of twelve (12) hours, as applicable, starting prior to the regular scheduled shift. In such circumstances, when the employee reports he/she shall receive a minimum of two (2) hours pay at one and one-half (1-1/2X) times his/her base hourly rate, provided he/she works the entire scheduled shift.

- D. Employees working a regular scheduled twelve (12) hour shift required to work fourteen and one-half (14-1/2) or more continuous hours shall be granted thirty (30) minutes on company time to eat and thirty (30) minutes for each subsequent four (4) hour period of work.

- E. Employees working a regular scheduled day shift (7:00 am to 7:00 pm) are required to work their full regular shift and two (2) more hours immediately preceding their regular shift shall be granted thirty (30) minutes on company time for breakfast prior to reporting for scheduled work.
- F. All hours over fifty-two (52) shall be paid at two times (2X) the employees base hourly rate.

Section 7. Night Shift Differential

- A. Employees working the regular scheduled shift of 7:00 p.m. - 7:00 a.m. shall be paid a shift differential of 7 % or two dollar and sixty-four cents (**\$2.64**), whichever is greater, per hour for the hours worked on this shift as follows:

April 22, 2024
\$2.64 or 7%, whichever is greater

- B. Employees scheduled or called in to work overtime for all hours worked which fall between 7:00 p.m. and 7:00 a.m. shall be paid a shift differential as follows:

April 22, 2024
\$2.64 or 7%, whichever is greater

Section 8. Pay Provisions - Plant Closure/Plant Delay

See Article 6, Section 8. of the basic Agreement.

In addition, the following applies:

Utilities personnel who report to work during a plant closure/plant delay shall be paid at time and one-half (1-1/2X) base hourly rate for all hours worked on the day of the plant closure/plant delay.

Article 10 - Holidays

Section 1B. Holiday Observance - Monday through Friday Work Schedule

- A. The above designated holidays shall be observed on the day which they fall.
- B. When a holiday falls on an employee's scheduled day of rest, he/she shall receive holiday pay allowance in accordance with Section 1. of this Article.

Section 9. Overtime Computation

Section 9 of the basic Agreement is not applicable to continuous shift Utility Operators.

For holiday pay allowance purposes only, continuous shift Utilities Operators' base hourly day rate shall be adjusted to include the appropriate night shift differential allowance for those employees assigned to work the night of the holiday.

Article 11 – Paid Time Off

Section 1. Eligibility

- A. PTO pay shall be computed at the employee's basic hourly day rate on the date the PTO begins. Pay shall be computed at twelve (12) hours, as applicable, for each day of PTO taken.

Article 17 - Funeral Leave

The Company shall pay an employee up to **3 workdays** for absence from work in the event of the death of a member of his/her immediate family. The **3 workdays** for which the employee is paid funeral leave must be consecutive and include the day of the funeral and/or workday(s) immediately preceding or following the day of the funeral. However, if circumstances warrant, up to an additional twelve (12) hours may be paid for time necessarily lost from work, at the discretion of the Company.

Funeral leave payment shall be at the employee's base rate (up to a maximum of twelve [12] hours per day based on the employee's work schedule.)

Immediate family means spouse, children, step-children, parents, step-parents, parents-in-law, siblings, half-siblings, siblings-in-law, grandparents, grandparents of employee's spouse, grandchildren, son-in-law, daughter-in-law.

Payments may be made under the provisions of this Article to an employee where the deceased relative is not a member of the immediate family as defined above, but served in the place of a parent to the employee, subject to the approval of the Human Resources Manager.

If an employee is in a PTO status at the time of the death of a member of his/her immediate family, the employee may be paid funeral leave benefits in accordance with the provisions of this Article 17, in lieu of PTO credits, based on submission and approval of a claim for funeral leave benefits.

An employee who intends to take advantage of this provision shall notify his/her supervisor or the Operations Center of the death of the member of his/her immediate family on or before the first day he/she is absent.

Article 24 - General Provisions

Section 4. Jury or Witness Service

If an employee is called for jury examination or service, or summoned by the court as a witness, except as a principal, he/she shall be paid his/her base hourly rate for time lost from regularly scheduled work up to a maximum of twelve (12) hours per day, depending on the employee's work schedule.

The employee shall notify the Company when he/she is called for jury service or summoned as a witness. Any employee working on a night shift may, if he/she desires to take advantage of this provision, be transferred to the day shift.

APPENDIX I PENSION AND INSURANCE SYNOPSIS

General Provisions

This Article contains a limited description, or summary, of certain pension, welfare, and other benefits offered to employees of the Company, who are members of the Metal Trades Council. This Appendix governs the rights and benefits to which employees and their dependents may be entitled. The actual Plan documents provide a comprehensive description of benefits. A copy of each Plan document shall be provided by the Company to the Union before open enrollment of each year. In the event of any conflict, misconception, or inconsistency between the provisions of this Appendix and the Plan documents, the provisions of the Plan Document shall prevail. The Parties stipulate that the Plan documents shall be modified to incorporate the benefits stated in this Article.

- Any changes to the above Plans shall be posted on the Company intranet and be discussed with the Union prior to implementation. The Union does not waive its right to bargain the level of benefits and associated costs.
- The Company will notify the Council of modifications to supplemental benefits not specified in this Article.
- The Company shall notify the Union of any potential change to Health Care Insurance carriers. It is the intent of the Parties to ensure quality Health Care to employees.
- The Company shall notify the Union of any potential change to the 401K provider.

Married employees who elect Company group insurance coverage shall have the option of carrying their spouse as a dependent on their policy, if the couple determines that this is to their best advantage, rather than maintaining separate employee policies.

Determination of which spouse fulfills the "employee" role and which fulfills the "dependent" role is at the couple's discretion.

ELIGIBLE DEPENDENT COVERAGE

Grandchildren are eligible for benefits only if the covered employee or covered employee's spouse serves as their legal guardian. A copy of the legal guardian ruling must be provided and grandchildren must be recertified annually in order for coverage to continue.

An employee and his/her eligible dependents may enroll in the Company benefit plans described in this appendix. The employee may enroll his/her eligible dependents provided the employee is enrolled as well. Eligible dependents include:

- The employee's legal spouse
- The employee's eligible dependent children

- For medical an employee may enroll a dependent child (regardless of marital-status) up to the end of the month of the dependent child's 26th birthday. An employee may enroll a dependent child regardless of marital status older than age 26 in a CNS medical plan if the child is incapable of self-sustaining employment by reason of a mental or physical handicap and is chiefly dependent on the employee for support and maintenance.
- Child eligibility for other plans varies
- Dependent children include:
 - The employee's or the employee's spouse's biological children
 - Stepchildren
 - Legally adopted children (or children proposed for adoption)
 - Foster children
 - Grandchildren as stated above

The plan shall include maternity coverage and dependent coverage for eligible dependents, and shall also provide automatic coverage for any newborn child for the first thirty-one (31) days if the mother is currently covered under the plan at the time of the child's birth. Employee must notify the CNS Benefits Center if they wish to continue coverage for the child beyond this period **(employee must be legal guardian to continue coverage).**

GROUP HEALTH INSURANCE

Employee has a choice of comprehensive medical plans that cover the same types of services but differ in how they share costs with the employee and how they provide access to care.

The employee's annual premium increase will be capped at a 6% over the prior year. This cap shall not include the percentage increase associated with employee premium cost share negotiated in the contract.

Should any health care plan be subject to the excise tax, both parties agree to discuss impact and resolution.

Eligibility: Date of hire

2024 CNS PROPOSED DESIGNS*			
Plan Designs	HSA	PPO Core	PPO Select
Plan Type	HSA	PPO	PPO
HSA Account Seed	\$250/\$500 (Single/Family)	N/A	N/A
Deductible (Single/Family)	<u>\$1,600/\$3,200</u>	\$400/\$800	N/A
Plan Coinsurance	90%	90%	100%
OOP Max (includes ded.)	\$4,000/\$8,000	\$1,500/\$3,000	\$1,500/\$3,000
Office Visits (PCP/SCP)	90% after ded.	\$20/\$35	\$20/\$30
Chiropractic	90% after ded.	\$25	\$20
OT/ST/PT**	90% after ded.	\$25	\$20
Lab and Radiology	90% after ded.	90% no ded.	Lab Covered 100%; \$30 X-Ray
Advanced Radiology	90% after ded.	90% no ded.	\$150
Inpatient Care	90% after ded.	90% after ded.	\$400
Outpatient Surgery	90% after ded.	90% after ded.	\$250
Emergency Room	90% after ded.	\$150	\$150
Urgent Care	90% after ded.	\$35	\$30

*The Company may index the Plan Design Elements in order to meet the IRS amounts as required.

** Effective 1/1/2020, for OT/ST/PT the PPO Core and PPO Select plan includes 12 visits under one copay.

Preferred Provider Organization (PPO) Core Plan

The employee cost share of the total monthly rate shall be as follows:

Effective **January 1, 2025**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**26**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**27**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**28**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 2029, the employee cost share shall be 19.5% of the total monthly rate.

The employee cost share is adjusted and fixed each calendar year.

Preferred Provider Organization (PPO) Select Plan

The employee cost share is determined using the PPO Core Plan at the rates indicated below. The total monthly rate shall be determined by calculating the difference of the PPO Core and the PPO Select. CNS shall subsidize 50% of the difference.

Effective **January 1, 2025**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**26**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**27**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**28**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 2029, the employee cost share shall be 19.5% of the total monthly rate.

Health Savings Account (HSA) Plan

The employee cost share of the total monthly rate shall be determined by taking the appropriate percentages listed below of the PPO Core total monthly rate and subtracting the total monthly rate difference between the PPO Core plan and HSA plans. The employee cost-share shall be no lower than \$30/month for single coverage, \$40/month for two-person coverage and \$92/month for family coverage:

Effective **January 1 2025**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 20**26**, the employee cost share shall be **19%** of the total monthly rate.

Effective January 1, 2027, the employee cost share shall be 19% of the total monthly rate.

Effective January 1, 2028, the employee cost share shall be 19% of the total monthly rate.

Effective January 1, 2029, the employee cost share shall be 19.5% of the total monthly rate.

The employee cost share is adjusted and fixed each calendar year.

PRESCRIPTION DRUG PROGRAM

As a participant in either medical plan, the employee and covered dependents shall have access to a mail-order drug program and a retail drug program for prescribed drugs.

Prescription Drug cost sharing is contained in the medical rate.

Eligibility: Date of hire

Prescription Drugs	HSA	PPO Core	PPO Select
- Annual Deductible	Combined w/Med	N/A	N/A
- Generic (Retail) 30-day	\$10	\$10	\$5
- Brand Name (Retail) 30-day	\$25	\$25	\$20
- Non-preferred Brand (Retail) 30-day	\$50	\$50	\$35
- Generic (Mail) 90-day	\$15	\$15	\$10
- Brand Name (Mail) 90-day	\$50	\$50	\$40
- Non-preferred Brand (Mail) 90-day	\$100	\$100	\$70

CANCER PLAN

Employee pays 100% of premium and is eligible at the first of the month following 30 days of Company service.

VOLUNTARY PLANS

The company may offer additional, voluntary plans for which the employee may have the option to participate and shall be responsible for 100% of the premium.

GROUP DENTAL INSURANCE

Regardless of whether they select a medical plan, employees can elect to participate or decline coverage in dental plans that promote preventive and diagnostic services, such as routine check-ups, cleanings, and x-rays and optional orthodontia benefits for children 21 and under.

Eligibility: Date of hire

GROUP VISION PLAN

Employee has the option to participate in a basic vision plan.

Eligibility: Date of hire

Employees have the option to purchase an alternative vision plan.

GROUP LIFE INSURANCE

Employee is provided, at no cost, basic group life insurance at a minimum of 1X the employee's annual base wage rate.

Employees have the option to purchase additional supplemental life insurance at a per unit cost based on the employee's age.

FLEXIBLE SPENDING ACCOUNT

Employee has the option to participate in a flexible spending account subject to all applicable IRS laws and regulations.

Company pays: 100% of service charge

RETIREMENT PLAN – Pension Plan

Employee is provided, at no cost, a defined benefit pension plan as follows:

Formula: 1.3% X high 5 average base salaries X years in noncontributory plan.

- Noncontributory
- One year eligibility requirement
- Five- year vesting requirement

Effective January 1, 2016, the Pension Plan is closed to new employees, rehired employees, and personnel transferring into the MTC from positions not covered by this agreement subject to the requirements of the Summary Plan Description for the Retirement Plan for Bargaining Unit Employees of the Metal Trades Council of CNS Pantex.

RETIREE HEALTH INSURANCE

Eligible retirees have the option to remain on their insurance plan in effect at the time of retirement. Insurance plan design subject to change.

Eligibility: Age 55 with at least 10 years of service. Employees hired after January 1, 2016 are ineligible for retiree health insurance.

- Effective **1/1/2025** eligible retirees will pay **23%** of full cost.
- Effective 1/1/**2026** eligible retirees will pay **23%** of full cost.
- Effective 1/1/**2027** eligible retirees will pay **23%** of full cost.
- Effective 1/1/**2028** eligible retirees will pay **23%** of full cost.
- **Effective 1/1/2029 eligible retirees will pay 23.5% of full cost.**

The retiree's annual premium increase shall be capped at a 6% over the prior year. This cap shall not include the percentage increase associated with employee premium cost share negotiated in the contract.

Effective 1/1/16, coverage ceases at age 65 for employee and age 65 for employee's spouse. Coverage ceases for dependents when the employee and employee's spouse are no longer eligible for retiree health insurance. However, dependents are eligible for continued coverage under COBRA provisions.

401(k) Savings Plan

The 401(k) Savings Plan is available to all employees covered by this agreement.

For employees hired prior to January 1, 2016, the following company match shall apply.

- Employee Contribution: from 1% up to 50% of gross earnings
- Company Matching Formula: 62.5% of the first 8% of employee's contributions to a maximum Company match of 5%

EXAMPLE:	
<u>EMPLOYEE CONTRIBUTION</u>	<u>COMPANY MATCH</u>
2%	1.25%
4%	2.50%
6%	3.75%
8%	5.00 %
15%	5.00%

- Vesting Schedule for Company Contributions:

<u>Years of Service</u>	<u>% Vested</u>
less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

For employees hired on January 1, 2016 or after the following company match shall apply:

- The Company shall match 100% of the first 2% the employee contributes of eligible earnings.
- The Company shall match 50% of the next 4% the employee contributes of eligible earnings.
- The Company shall provide a maximum match of 4% based on the employee's contribution of 6% of eligible earnings.

EXAMPLE:	
<u>EMPLOYEE CONTRIBUTION</u>	<u>COMPANY MATCH</u>
<u>1%</u>	<u>1.00%</u>
<u>2%</u>	<u>2.00%</u>
<u>4%</u>	<u>3.00%</u>
<u>6%</u>	<u>4.00%</u>
<u>15%</u>	<u>4.00%</u>

These contributions vest 100% after three years of service.

Defined Contribution Plan (Enhanced 401(k) Savings Plan)

Note: Effective January 1, 2016, the Defined Contribution Plan (Enhanced 401(k) Savings Plan) is available only to employees who are not eligible for the Pension Plan. This includes new hires, rehired employees, and personnel transferring into the MTC from positions not covered by this agreement subject to the requirements of the Summary Plan Description for the Retirement Plan for Bargaining Unit Employees of the Metal Trades Council of CNS Pantex.

- The Company shall contribute 3% of the employee's eligible earnings for less than five years of service.

- The Company shall contribute 4% of the employee's eligible earnings for five or more years of service.

These contributions vest in accordance with the following:

<u>Years of Service</u>	<u>Vested Amount</u>
<u>Less than 2 years</u>	<u>0%</u>
<u>2 years</u>	<u>20%</u>
<u>3 years</u>	<u>40%</u>
<u>4 years</u>	<u>60%</u>
<u>5 years</u>	<u>80%</u>
<u>6 or more years</u>	<u>100%</u>

LONG TERM DISABILITY PLAN

Employee is provided long-term disability insurance for qualifying disabilities.

- A. An employee permanently disqualified per Section 3.E of Article 9 may be approved for twenty-four (24) months of LTD. After application, payments shall begin as soon as administratively possible.
 - B. Employees applying for LTD and choosing not to terminate shall remain on the Payroll in a Leave of Absence status for the first **eighteen (18)** months.
 1. Employees shall maintain active benefits, e.g., Health, Dental, and Vision at active employee rates.
 2. Employees shall continue to accrue Service Credits for all applicable benefits, such as Termination Pay, etc.
 3. Employees, when unable to return to work after the first **eighteen (18)** months of LTD, shall be terminated and shall receive applicable Termination Pay per Article 15.
- Noncontributory - 35% of the employee's base hourly day rate or salary based on the

employee's standard scheduled hours of work.

Maximum Monthly Benefit: \$5,000 per month

Buy Up Option - employee may purchase Buy Up LTD coverage equal to 65% (up to \$8,000 per month maximum) if elected, employee pays full cost of Buy Up LTD (Annual base salary/100 X \$0.36 / 26).

- Payments begin after 26 weeks of disability

ADOPTION SERVICES

The Company shall provide the following assistance for employees who incur and document the costs involved in adoption of a covered child:

- Up to a total of \$3000 (taxable) of documented expenses relating to the adoption of an unrelated child (no step or grandchildren).
- Includes adoption agency fees, legal fees, transportation for children under age 18 and state requirements such as alterations for living conditions.
- Does not cover voluntary donations to adoption agencies, or items paid by other agencies.

APPENDIX J TECHNOLOGICAL CHANGE

Section 1.

In the event of any proposed change in technology the Company shall advise the Union as far in advance as is feasible, consistent with security requirements, and the matter shall be discussed by both parties. In order to address mutual concerns, the Company agrees that when, for any reason technological changes take place that require additional knowledge and/or skill on the part of Metal Trades Council represented employees, such employees shall be given the opportunity to acquire any knowledge and skill necessary to retrain, within the scope of the affected job description and/or normal job duties.

Section 2.

The Company recognizes their responsibility to their employees when it becomes necessary to affect any reductions in the work force as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (such as retirement, voluntary resignation, death, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights.

Section 3.

The company and the Council recognize the importance of technology advances in our industry. As such, bringing new technology into the workplace requires the company and Council to work closely together in the advancement of new technology in an effort to maintain efficient operations, a highly skilled workforce and competitiveness in our industry.

The company and the Council shall strive to maintain a Labor/Management partnership that addresses new technology advances in the workplace. All new technology shall be discussed collectively, beginning at proof-of-concept stage so all parties advance in their awareness and understanding of such new technology.

The Company retains the right to hire qualified employees to perform work resulting from technological advances.

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