

ARTICLE 9: QUALIFICATIONS FOR EMPLOYMENT AND CONDITIONS FOR CONTINUED EMPLOYMENT

The Employer has the right to determine an employee's qualifications for initial employment. The Employer has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives. It is further recognized by the parties to this Agreement that Department of Energy Regulations are the basic authority for establishing and continued implementation of medical/physical/mental standards and requirements for employees. Copies of directives regarding implementation or changes thereto will be made available to the Association and each new employee if, during the term of this Agreement, the physical qualifications and mental standards in 10_ CFR Part 1046 are revised, so as to require more stringent or demanding requirements for employees. The Employer will, before implementing such revisions in a manner which adversely affects or prejudices employees who meet the physical requirements and mental standards of 10 CFR Part 1046, prior to the revisions, discuss its proposed implementation with the Association.

Employees who fail to meet necessary standards required by DOE (physical fitness, medical, firearms, weaponless defense, or those requirements specifically defined by the Department of Energy Personnel Security Program [PSAP] or Personnel Assurance Program [PAP]) may be terminated unless their physical or medical deficiencies are specifically waived by the designated DOE physician.

1. Weapons Proficiency
 - a. Employees are required to maintain proficiency at all times with Employer and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current Employer regulations based on DOE Directives. Employees who fail to meet DOE weapons qualifications shall lose their authority to carry firearms and may be terminated or reassigned to full time open Security Officer positions and compensated at the top step pay rate for the Security Officer classification for failure to meet a condition of employment.
2. Possession of Valid California Drivers License
 - a. Employees must have and maintain a valid California drivers license. Employees must notify- the Employer within twenty four (24) hours of suspension or loss of driving privileges. If, at any time, an employee loses or forfeits his/her license, he/she shall be suspended without pay for the period that the employee is without a drivers license, but not to exceed three months.
3. Possession of Telephone
 - a. The parties agree that all employees will be required to have a telephone at their residence, as a condition of employment, in order that they can be contacted in case of emergencies. It is recognized that conditions could occur

where employees could not acquire a phone at their residence. Employees so affected will advise management of the problem and the special circumstances

will be reviewed by management.

- b. If it is determined that the reason for lack of a phone is not acceptable, the employee and the Association will be advised and a time limit set for procurement of a telephone. If the employee fails to procure a telephone within the time limit set, he/she may be terminated for failure to meet a condition of employment.
- c. Changes in the Employee's telephone number shall be provided to the Employer within twenty four (24) hours of such change.

4. Security Clearance

- a. Security Police Officers and Security Officers shall obtain within a reasonable period of time and/or maintain a DOE "Q" clearance or "L" clearance whichever the case may be depending upon the particular assignment. When an employee's "Q" or "L" security clearance or Personnel Security Assurance Program ("PSAP") certification has been suspended by the Department of Energy ("DOE"), such employee shall be reassigned to other available full time positions and duties, as determined by the Employer, that can be reasonably performed by the employee without the security clearance or PSAP certification. If the security clearance or PSAP certification is not returned by DOE within sixty (60) days following suspension, Security Police Officers who are reassigned to such positions shall be compensated at the top step pay rate for the Security Officer classification during the period of reassignment. Security Officers who are reassigned to other positions shall be compensated at the lowest pay step for the Security Officer classification during the period of reassignment. However, if there are no other full time positions available that can be reasonably performed by the employee, the employee will be placed on unpaid leave status until such a position becomes available or until the employee exhausts his/her appeal rights as described below whichever occurs first.

If an employee files a timely request for a hearing pursuant to 10 CFR Part 710, the employee shall continue in such a position until the employee has received notification in writing from the DOE of the Hearing Officer's recommendation. If the employee fails to request a hearing, or following a hearing regarding the employee's security clearance or following a final determination by DOE regarding the employee's PSAP certification, the employee's security clearance or PSAP certification is revoked, the employee shall have sixty (60) calendar days to secure a suitable alternative position prior to termination.

Termination or discipline for failure to meet DOE standards or those conditions enumerated above are subject to the grievance and arbitration procedures of this Agreement.