

PREAMBLE

This Agreement is entered into as of the 1st day of June, **2012** by and between the Bechtel Marine Propulsion Corporation (BMPC-KAPL), which operates the Knolls Atomic Power Laboratory under a contract with the United States Department of Energy, (hereinafter referred to as the "Company") and the Professional Security Employees Association, Local #1 (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

1. The Company agrees to recognize the Union as the sole collective bargaining representative for those employees in the unit for which the Union is, and continues to be, certified by the National Labor Relations Board in Case 3-RC-9739 dated June 28, 1991.
2. The description of the unit is as follows: All uniformed plant protection personnel under the supervision of the Knolls Atomic Power Laboratory, employed by the Company, at the Knolls and Kesselring Sites, excluding firemen, night Laboratory attendants, patrol chief, assistant chiefs, captains, and all supervisors as defined in Section II of the National Labor Relations Act.

ARTICLE II - DISCRIMINATION AND COERCION

1. There shall be no discrimination by supervisors, managers or other agents of the Company against any employee because of the employee's membership in the Union or because the employee is acting as a representative of the Union.
2. Neither the Union nor any Steward, Officer nor other agent or representative of the Union shall intimidate or coerce any employee, nor solicit members or funds on site during working hours.
3. The Company shall not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, layoff, discipline, discharge, training or any other term or condition of employment because of race, creed, color, religion, marital status, sex, age or national origin.
4. The Union shall not discriminate against any employee on account of race, creed, color, religion, marital status, sex, age national origin or membership or nonmembership in the Union.
5. The Company and the Union shall not discriminate against any employee because of physical or mental disability or because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee is qualified.

ARTICLE III - UNION SECURITY

1. Agency Shop

- (a) Subject to applicable law, all employees who, as of the date of this Agreement are members of the Union in good standing in accordance with the constitution and by-laws of the Union or who become members of the Union following the effective date of this Agreement, shall, as a condition of employment, remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly required, is concerned.
- (b) Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this agreement, shall, beginning on the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly required, is concerned, or, in lieu of such Union membership, pay to the Union an equivalent service charge.

2. Union Dues or Service Charge Deduction Authorization

- (a) The Company, for each of its employees included within the bargaining unit recognized by the Company

pursuant to Article I hereof, who individually, in writing, duly authorizes his or her Company Paymaster to do so, will deduct from the earnings payable to such employee on each payday of each month, the weekly dues (including initiation fee, of \$50.00) for such employee's membership in the Union or the equivalent service charge and shall remit promptly to the Union all such deductions.

- (b) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union as defined in Section 3 and 4 below.

3. Union Dues Deduction Authorization Form

Date _____

BMPC-KAPL
SCHENECTADY, NEW YORK

EMPLOYEE NAME _____ S.S. No. _____

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES AND INITIATION FEES TO PROFESSIONAL SECURITY EMPLOYEES ASSOCIATION, LOCAL #1 (Hereinafter referred to as PSEA Local #1)

To Paymaster:

I hereby cancel any authorization heretofore given to you to deduct my Union membership dues from my earnings an amount equal to Union membership dues from my earnings.

For each week during which I work for BMPC-KAPL. while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to PSEA Local #1, a sum equal to Union membership dues (as certified to the Company by the Union) and I hereby authorize and direct you to deduct such an amount equal to membership dues from my earnings and pay the same for my account to such Union. You are hereby authorized to deduct such an amount equal to membership dues from my earnings payable in any subsequent month.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and the Union postmarked not earlier than **August 31**, and not later than **September 10** of any year during which the **2012 BMPC-KAPLPSEA Local #1 Agreement** is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

I further hereby assign, from my earnings now or hereafter payable to me from the BMPC-KAPL., to the PSEA Local #1, the sum of \$50.00 equal to the Union initiation fee and I hereby authorize and direct you to deduct such sum from my earnings and pay the same for my account to such Union. You are authorized to deduct such sum from my earnings payable the second pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent month.

Signature of Employee _____ Pay No. _____

4. Union Service Charge Deduction Authorization Form

Date _____

BMPC-KAPL
SCHENECTADY, NEW YORK

EMPLOYEE NAME _____ S.S. No. _____

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION SERVICE CHARGES TO PROFESSIONAL SECURITY EMPLOYEES ASSOCIATION, LOCAL #1, (Hereinafter referred to as PSEA Local #1).

To Paymaster:

I hereby cancel any authorization heretofore given to you to deduct Union charges from my earnings.

For each week during which I work for BMPC-KAPL. while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to PSEA Local #1, Union service charges (as certified to the Company by the Union) and I hereby authorize and direct you to deduct such service charges from my earnings and pay the same for my account to such Union. You are hereby authorized to deduct such service charges from my earnings payable in any subsequent month.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and the Union postmarked not earlier than **August 31**, and not later than **September 10** of any year during which the **2012** BMPC-KAPL .-PSEA Local #1 Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

Signature of Employee _____ Pay No. _____

ARTICLE IV - SCHEDULE OF HOURS AND OVERTIME

1. Workweek

The regular workweek shall be forty (40) hours per week, eight (8) hours per day and five (5) days per week and shall run from the beginning of the first shift on Monday to the beginning of the first shift on the succeeding Monday.

For an employee on Headquarters Platoon the regular schedule of work shall run from Monday to Friday inclusive beginning with the regularly assigned starting time on Monday.

For an employee on continuous operations, special schedules will apply and will be posted in advance. For the purposes of this agreement, each such employee's workweek shall start on Monday at the time posted for the first shift on Monday. Any grievance resulting from the establishment of a new work schedule will be handled through the regular grievance procedure. The Company will give the Union as much notice as possible of any proposed changes in the working schedule and will discuss proposed changes with the Union.

The Company will not permanently change schedules in less than three months following notice unless directed by the Government or other compelling circumstance.

2. Workday

An employee's workday is the twenty-four (24) hour period beginning with the start of the regularly scheduled shift. Similarly, his or her days of rest, Saturday, Sunday or holiday, will be the twenty-four hour period beginning at the start of the regularly scheduled shift.

Upon commencing work at a newly assigned starting time which is earlier than the preceding workday starting time, the preceding workday shall have ended provided the employee has had a 24-hour period of rest prior to the newly assigned starting time.

3. Workweek - Continuous Operations

When employees are on a schedule of five (5) days of work and two (2) days off, the first scheduled day off shall be considered the sixth (6) day of the workweek and his or her second (2) day off, whether or not successive, as the seventh (7) day of the workweek.

Should employees be on a schedule of six (6) days of work and one (1) day off, such scheduled day off shall be considered as the seventh (7) day of the workweek and the day immediately preceding as the sixth (6) day.

4. Overtime

In the interest of plant security and plant protection, especially during emergencies, the Union and the Company recognize the need for, and the advantage to all concerned from, performance of assigned work outside of

normal schedules. The Company agrees to give notice of such assigned work to the extent reasonably practicable in the particular circumstances. Overtime shall be divided as equally as proficient operations permit.

A record of overtime worked by employees (or credited to them) will be maintained by Security Police supervision and will be available for examination by the appropriate Union Representative upon reasonable request.

5. Overtime - Regular Workweek

The Company will pay employees on a regular workweek schedule overtime as follows:

- (a) At one and one-half (1-1/2) times the straight time rate for hours worked either:
 - (1) In excess of eight (8) hours in any single work day, or
 - (2) In excess of forty (40) hours in any given workweek, or
 - (3) On his or her Saturday.
- (b) At two (2) times the straight time rate for hours worked either:
 - (1) On his or her Sunday, or

(2) In excess of twelve (12) hours in any single workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single workday and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until the employee shall have been relieved from work, and provided further that the 30 or 12 minutes relieving time described in Article IV, Section 10 hereof, shall not be counted as time worked in determining whether the employee shall continue to be paid at the double time rate for work beyond twelve (12) hours worked in that workday.

(c) At the rate of two and one-half (2-1/2) times the straight time rate for hours worked either (1) on holidays listed in Article VIII as paid holidays, or (2) outside the employee's regularly scheduled shift on any of the calendar holidays listed in Article VIII as paid holidays.

6. Overtime - Continuous Operations

The Company will pay for overtime as follows:

(a) At one and one-half (1-1/2) times the straight time rate for hours worked either:

(1) In excess of eight (8) hours in any single workday,
or

- (2) In excess of forty (40) hours in any given workweek, or
 - (3) On Saturday or Sunday if either day is not the seventh (7) day of the scheduled workweek, or
 - (4) On the seventh (7) day of the scheduled workweek if the seventh (7) day is not Saturday or Sunday or one of the designated holidays listed in Article VIII.
- (b) At two (2) times the straight time rate for hours worked either:
- (1) On the employee's seventh (7) day of the workweek if such day is Saturday, Sunday or an observed holiday, or
 - (2) On the employee's sixth (6) day of the workweek if it falls on an observed holiday other than those listed in Article VIII, or
 - (3) In excess of twelve (12) hours in any single workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single workday and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until relieved from work, and provided further that the 30 or 12 minutes relieving

time described in Article IV, Section 10 hereof, shall not be counted as time worked in determining whether the employee shall continue to be paid at the double time rate for work beyond 12 hours worked in that workday.

9. Early Reporting

- (a) Day shift employees who are called back after the end of their regular day shift (or told to report prior to their regular starting time) and who continue working into their regular work shift will be paid at the rate of time and one half for hours worked outside their regular schedule, up to midnight and at the rate of double time for all hours worked after midnight up to the regularly assigned starting time of their work shift.
- (b) Employees on the second and third shifts who at any time are told to report prior to, and who continue working into their regular work shift, will be paid time and one-half for hours worked up to the regularly assigned starting time of their work shift.

10. Relieving Time

In the event the Company requires relieving time, employees will report before the start of their shifts in accordance with the following schedule; Security Police Officers – thirty (30) minutes, Security Officers - twelve (12) minutes. This relieving time will be paid for at the applicable rate.

11. Report-In Time

Employees who have not been told that no work is available and who report for work in accordance with their regular schedule and are sent home will receive at least four (4) hours pay at the rate of pay which would apply if they had worked. It is agreed that the foregoing provision will not apply in the case of failure of a public utility to furnish service without having given the Company twenty-four (24) hours' notice.

12. Dispensary Time

- (a) Employees will be paid at their applicable rate for the time lost in attending the dispensary for examination on account of injuries arising out of and in the course of their employment whenever such time would otherwise have been spent by the injured employee on the work assigned to him.
- (b) Employees who are directed not to return to work as a result of their injury shall be paid at their straight-time rate to the end of their scheduled work shift.

13. Night Shift Differential

All employees working a recognized second or third shift received a 10% night shift differential. Recognized second and third shifts shall in all cases be those beginning between 12:00 noon and 3:30 a.m

14. Change of Shift

An employee who is transferred from his or her regular established shift to another shift shall be paid at the rate of time and one-half for the first eight (8) hours worked following such transfer. If he or she is returned to the original shift within seven (7) calendar days or before, the employee will not be paid change of shift premium for the first eight (8) hours of the old shift, but if he or she remains on the new shift in excess of seven (7) calendar days the employee will be paid at the rate of time and one half for the first eight (8) hours when returning to the old shift. No such payment for change of shift shall be made when the following conditions apply: (a) general shift changes, e.g., creation of new shift, discontinuing present shift; (b) transfer is in connection with lack of work situation; (c) temporary placement is for breaking in purposes with the exception of CAS break-in time; (d) reserve employees fill vacancies on various shifts of absent employees as their regular job; (e) change is made at employee's request; (f) employee is promoted, incidentally involving a change in shift; (g) scheduled rotation of shifts; and (h) employee is temporarily placed on a different shift for a training period.

ARTICLE V - CONTINUITY OF SERVICE AND SERVICE CREDITS

1. Definition of Terms

- (a) "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.
- (b) "Continuous Service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "Continuity of Service."
- (c) "Service Credits" are credits for periods during which the employee is actually at work for the Company or for periods of absence for which credit is granted, (as provided in Section 3).
- (d) "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- (e) "Illness" shall include pregnancy whenever the immediate supervisor is notified prior to absence from work.

2. Loss of Service Credits and Continuity of Service

- (a) Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:
 - (1) Quits, dies, resigns, retires or is discharged.
 - (2) Is absent from work for more than two (2) consecutive weeks without satisfactory explanation.
 - (3) Is absent from work because of personal illness or accident and fails to keep the Company notified monthly, stating if possible, the probable date of return to work.
 - (4) Is notified within a year from date of layoff that he or she may return but fails to return or to give satisfactory explanation within two (2) weeks.
 - (5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted by the Company.
 - (6) Is absent from work for a continuous period of more than one year for any reason other than (a) a leave of absence granted in advance or (b) an absence due to a compensable accident (up to 18 months) or a compensable illness (up to 18 months).

- (b) If the Company re-employs an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored, if his or her continuous service at the time of layoff, termination for transfer to a successor employer, or due to plant closing, or first day of illness was greater than the total length of such absence or if the employee has recall rights under Section 2(f) of Article VII.
- (c) The service record of each employee laid off and re-employed after layoff or re-employed following illness or injury, will be reviewed by the Company at the time of re-employment and, in each case, such employee will be notified as to service credits and continuity of service, if any.
- (d) If the Company re-employs, on or after June 27, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment [and the employee is not eligible for automatic service restoration under Section 2 (b)], the Company shall restore such continuity of service after the employee has completed one year of continuous service following reemployment.
- (e) For employees re-employed prior to June 27, 1988

who do not have restoration rights under prior Agreements, the Company shall restore the employee's prior unrestored continuity of service when such employee has three years of continuous service (effective January 1, 1990), provided, however, that if the employee is absent on the date the restoration would otherwise occur, such service restoration will occur when the employee returns to work with continuity of service.

- (f) Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of Income Extension Aid benefits, special termination payments or Severance Pay provided under Article XIX within a reasonable time after rehire, if such benefits were paid under the Voluntary Special Layoff Bonus or the special lump sum termination option or as a result of a lump sum due to 1) a plant closing termination which occurred within six months prior to the date of reemployment, 2) a transfer of work, 3) the discontinuance of a discrete, unreplaced product line, or 4) the introduction of an automated manufacturing or office machine.

3. Service Credits

Service credits for each employee shall be granted for periods during which the employee is actually at work for the Company, and service credits for absences shall be added to an employee's service, after reemployment with continuity of service or with prior service credits, as follows:

- (a) Employees when re-employed with prior service credits or continuity of service following absence due to illness, accident, layoff, or leave of absence granted by the Company, because of termination for transfer to a successor employer, or due to plant closing, will receive service credits for up to a total of the first twelve months of such absence. Where the absence of an employee, with continuity of service, is due to a compensable accident or compensable illness, and the employee is re-employed without loss of continuity of service, service credits will be granted for the period of the absence in excess of twelve months up to a maximum of six additional months.
- (b) For all other absences of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

If an employee who has just lost prior service credits or continuity of service is re-employed, he or she shall be considered a new employee and will not receive service credits for any time prior to the date of such reemployment unless all or part of prior service credits are restored.

4. Application

An employee's continuity of service date is controlling for those benefit plans that so designate it as the controlling date. An employee's continuity of service date would not be

applicable where an employee's Pension Qualification Service Date (PQS) or Pension Benefit Service Date (PBS) is controlling.

ARTICLE VI - SENIORITY

1. The seniority of each employee shall be his or her relative position with respect to other employees in the bargaining unit.

Employees added to the unit will have seniority beginning with employment by the Company in this unit.

2. (a) Seniority shall be broken or adjusted for the same reasons indicated in Article V, Continuity of Service.
- (b) Seniority shall be broken whenever an employee voluntarily leaves the unit on or before June 30, 1985, except that employees who leave the unit to accept an upgrade within the Protective Force on or before June 30, 1985, will accumulate seniority during such period and may be returned to the unit in accordance with such seniority.
- (c) Employees who, after June 30, 1985, are transferred to jobs outside the bargaining unit (except for exempt management jobs) may be returned to their former classification in the bargaining unit and have seniority based on the total length of their seniority in the bargaining unit at the time they left the bargaining unit

plus up to a maximum of five (5) years of continuous service while outside the bargaining unit.

- (d) Employees who, after June 30, 1985, are transferred to exempt management jobs outside the bargaining unit may be returned to their former classification in the bargaining unit and have seniority based on the total length of their seniority in the bargaining unit at the time they left the bargaining unit plus up to a maximum of two (2) years of continuous service while outside the bargaining unit, provided such return is made during the twenty-four (24) month period immediately following the first such transfer to a job outside the bargaining unit.
- (e) Employees who, after July 21, 1991, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit and have seniority based on total length of their seniority in the bargaining unit at the time they left the bargaining unit plus up to a maximum of six (6) months of continuous service while outside the bargaining unit, provided such return is made during the six (6) month period immediately following the first such transfer to a job outside the bargaining unit.
- (f) Employees who, after August 3, 1998, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit and have seniority based on total length of their seniority in the bargaining unit at the time they left the bargaining

unit plus up to a maximum of three (3) months of continuous service while outside the bargaining unit, provided such return is made during the three (3) month period immediately following the first such transfer to a job outside the bargaining unit.

3. Seniority shall be used for the purpose of determining layoffs and rehires and does not determine service credits for continuity of service.
4. New employees shall be considered as on a temporary basis without applicable seniority for one hundred eighty (180) working days after which they shall be placed on the seniority list as of their accumulated seniority.
5. An employee who retires at his or her option as provided in the BMPC-KAPL Pension Plan shall cease to have any rights under the provisions of this Agreement. (However, this Agreement shall continue to be applicable to formerly retired employees who leave retirement and are returned to active employment by BMPC-KAPL.).

ARTICLE VII - TRANSFERS - INCREASE OR REDUCTION IN FORCES - REALIGNMENT OF SHIFTS

1. Employees will be transferred on the basis of their seniority provided they are qualified. However, it is understood between the parties that management reserves the right to make site assignments under unusual and justifiable circumstances.

2. Reduction in Force (layoff to the street)

- (a) When a reduction in force is to be made which will result in a layoff to the street, all employees assigned to upgraded positions (Sergeants, Corporals, CAS Operators, and Access Control Operators) will be rolled back to the core job classification of either Security Police Officer (SPO) or Security Officer (SO). The core job classifications of SPO and SO shall be considered separate and distinct.
 - (i) In all cases of layoff or downgrade due to a reduction in force, total length of seniority shall be the major determining factor in deciding which employee shall be laid off or downgraded.
 - (ii) Employees selected for layoff or downgrade shall be those with the shortest seniority assigned to the core classification subject to the reduction regardless of site assignment.
 - (iii) Employees selected for downgrade shall displace employees with shorter seniority on the lower rated classification.
 - (iv) The least senior, either selected or displaced, will be laid off to the street.
- (b) Layoffs due to lack of work and rehires after such layoffs shall be in accordance with seniority.

- (c) The Company will furnish the Union with lists of additions to or removals from the unit when such changes occur.
- (d) When a reduction in force is to be made, advance notice of one (1) week will be given the affected employees.
- (e) When employees are removed from the unit due to a reduction in force, their placement on other work will be considered in accordance with their known abilities and previous record and consistent with the treatment generally accorded other employees of the Company.
- (f) Individuals who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and eligible for re-employment for a period of sixty (60) months following layoff or until retirement, whichever occurs first. Similarly, in the cases of individuals with the required service absent due to illness or injury, the same extended recall arrangement will be made only if:
 - (i) The individual reports promptly to the Human Resources Office for employment upon recovery.
 - (ii) The individual is otherwise eligible, in which the employee's name will be promptly added to the recall list.

Actual recall will be predicated upon the individual meeting the Company health requirements.

3. Realignment of Shifts

- (a) When a realignment of shifts is to be made all employees assigned to upgrade positions (Leaders, Assistant Leaders, CAS Operators, and Access Control Operators) will be rolled back to the core job classification of either Security Police Officer (SPO) or Security Officer (SO). The core job classification of SPO and SO shall be considered separate and distinct.
- (b) All employees will be polled for the site positions and platoon of choice that their seniority will allow. This process will continue until all employees are placed.
- (c) The Headquarters Group will not be considered a separate and distinct shift for purposes of realignment.

ARTICLE VIII - HOLIDAYS

1. Holiday eligibility effective January 1, 2014 through the termination of this agreement are the following:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Personal Elected Holidays (2)	

There shall be no unilateral change in listed holidays.

2. Hourly Rated Employees

(a) An hourly rated employee not on continuous operation will be paid, for each of the above listed holidays not worked, up to eight hours at the straight-time hourly rate as taken from the last periodic statistics available at the time the holiday occurs (current rate for day workers), for a number of hours equal to his or her regular daily working schedule during such week, providing each of the following conditions are met:

(1) Such employee has been employed at least 30 days prior to any such holiday.

(2) Such employee works the last scheduled workday prior to and the next scheduled workday after

such holiday within his or her scheduled workweeks. This condition shall not prevent payment of holiday pay to:

- (i) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled workday following the holiday; or
- (ii) An employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such work days due to approved absences for MTO, PeTO, death-in-family, layoff or Union activity; or
- (iii) An employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or
- (iv) An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provisions of Section 3 thereof) or the next scheduled workday after such double consecutive holidays (in such

case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he or she works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday; and will be entitled to holiday pay only for the second of such double consecutive holidays if he or she fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

- (b) Hourly rated employees on continuous operations will be paid for the above-listed holidays under the above conditions if the holiday falls within their scheduled workweek and they are not scheduled to work on the holiday. If such employee fails to work as scheduled, he or she will not be paid for the holiday. If, however, such failure to work on the holiday is due to verified MTO absence, PeTO absence, death in family, jury duty, or emergency illness at home, the employee will be paid for the holiday if otherwise eligible in accordance with all of the provisions of Section 2.a. above.
- (c) Hourly rated employees who are receiving the night shift differential pursuant to Article IV (12) shall have the same added to any holiday pay received by them under this article.

3. Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the above-listed holidays falling on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section 5.c. of Article IV) as falling on the preceding Friday and shall for such purposes be observed on that Friday only. However, local plant management and the local may, by local agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday. All holidays must occur during the year in which they are scheduled. Thus, should the New Year's holiday fall on Saturday, it will be observed on the following Monday.

For an employee on continuous operations, when a holiday falls on a scheduled day off, the next non-premium scheduled workday shall be deemed to be the holiday. In no event will an employee receive the holiday pay or premium more than once for a holiday.

4. Payment for the holiday will be made in accordance with the regular schedule including relieving time.
5. Personal Holidays
 - (a) Employees must have their personal holiday scheduled before year-end or the holiday will be lost. There will be no carryover into the next year.

- (b) A personal holiday must be scheduled and approved in advance of taking the day off as a holiday. There will be no application of this holiday retroactively to compensate an employee for a previous absence.
- (c) A personal holiday must be taken as a full day off.
- (d) Should management require an employee to work on a pre-approved scheduled personal holiday, the employee shall have the following options:
 - (i) Receive holiday premium pay for working the original pre-approved scheduled holiday, or
 - (ii) Request another personal holiday be scheduled by management before year-end and not receive holiday premium pay for working the original pre-approved scheduled holiday.

Should an employee's personal holiday be postponed by management through year-end, then the employee shall receive holiday premium pay for working the date of the last pre-approved personal holiday.

- (e) Should an employee quit, die, or retire prior to taking the personal holiday, it will be lost.

ARTICLE IX – Personal Time Off (PeTO)

1. PeTO is Effective 1/1/2014.

Eligibility for Personal Time-Off:

PeTO may be used in one (1) hour increments. It may be used for Vacation and Personal Business Purposes. PeTO will be counted as time worked for overtime purposes. It will be accrued by eligible employees as follows:

Schedule C:

<3 years of service	120 hours
>3 years of service	160 hours
>15 years of service	200 hours

* Accruals will commence on the first day of the fifth month (the 40-hour initial deposit represents an advance of the time that would have been accrued during the first four months)

- (a) Employees on active or protected service status as of January 1, 2014, will be credited with one-third (1/3) of hours eligible according to the above schedule. Employees with original hire or rehire dates on or after January 1, 2014 will have their PeTO bank credited with 40-hours on their first day of employment.
- (b) Employees will be credited additional PeTO time, according to the above schedule during the year in twice per month increments.

- (c) Unused PeTO up to the annual eligibility may be carried into the next calendar year.
- (d) During an accrual period which contains a service anniversary that results in a change in an employee's 12-month eligibility amount, the employee's accrual rate will increase effective the next accrual deposit. For example, an employee that reaches his/her fifteen year service anniversary will see an increase from 6.67 hours twice monthly to 8.33 hours twice monthly effective at his/her next accrual deposit.
- (e) An employee will continue to accrue PeTO during the following statuses: active, paid disability, FMLA unpaid, or paid military leave. Employees on unpaid personal absences or long term disability will not continue to accrue PeTO.

Schedule B:

- (a) Current employees as of October 1, 2013 will have a one-time opportunity to choose Schedule B in October 2013.
- (b) Employees who choose Schedule B will have their entire annual eligibility amount credited to their PeTO bank on the first day of the calendar year per the following schedule:

<u>Years of Cont. Service</u>	<u>PeTO (hours)</u>
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Upon Hire	N/A
On or after 3 months	80
On or after 5 years	120
On or after 12 years	160
On or after 20 years	200

- (c) Employees may carry a maximum of 80 hours into the next calendar year.

2. General

- (a) Subject to site specific business needs and with management approval prior to the absence, employees can make up PeTO absences of less than four hours in duration within the same work week, providing that making up that time does not require the payment of overtime.
- (b) Employees will be paid for unused, accrued PeTO balance upon separation from employment, at the rate of pay on their last day of work.
- (c) The existing BMPC policy on PeTO will be the controlling document in any conflict with contract language.
- (d) An employee whose continuity of service is unbroken as of January 1st shall qualify for PeTO.

3. Termination of Employment

An employee who quits, is discharged, dies or retires will promptly thereafter receive the full PeTO balance to which he or she has earned or accrued. In the case of employees who die, PeTO balances will be treated as wages owed the employee, and payment made accordingly.

4. Use of PeTO Time for Absences of Employees

(a) Leave of Absence

An employee who is granted a leave of absence, may have the first portion of such leave designated as the period of any PeTO to which they may then be entitled, if the Manager shall approve.

(b) Extended Illness, Accident or Layoff

An employee who is absent because of illness or accident, or because they are laid off for lack of work, may (unless the Department is scheduled for an annual shutdown or a furlough is declared) have the first portion of such absence designated as the period of any PeTO to which they may then be entitled, if the Manager shall approve.

(c) Incidental Absences

An employee whose absence is excused because of personal illness, paid personal time, holidays that are

unpaid, temporary lack of work, or short work weeks of one hour or longer may (with the Manager's approval) utilize extra PeTO time to which they are entitled in excess of the scheduled shutdown or shutdowns or in excess of two weeks in locations where there is no shutdown for such absences in the form of PeTO days. This time may be paid out in increments of no less than one hour. This provision does not apply in the case of furlough.

(d) Other Absences

An employee who is absent from work for any reason other than those listed above will not be entitled either to have their PeTO scheduled or to receive a PeTO allowance during the period of such absence.

(e) PeTO Payment Guarantee

An employee whose absence from work continues beyond the end of a PeTO year and who did not receive in such PeTO year the full PeTO pay for which he/she had qualified and/or accrued, shall receive at the end of such absence or upon prior termination of service, a PeTO allowance in lieu of any PeTO to which they were still entitled to or had accrued at the end of the PeTO year.

5. Basis of Payment

PeTo for all qualified employees will be paid at straight time rates on the basis of the standard working schedule of five (5)

days, forty (40) hours per week.

For determining PeTO payments, night shift bonus for employees whose regular schedules are on those shifts will be included in their PeTO pay.

The payments described in Section 4(c) will be paid on the same basis above.

6. Scheduling of PeTO

(a) PeTO Season

The PeTO season shall begin on January 1 and end on December 31 of each year. PeTO will be scheduled to conform to the requirements of the business, but will be concentrated as much as possible in the months of May through October.

(b) Postponement or Division of PeTO

It will not be permissible to postpone PeTO from one year to another, or to omit PeTO and draw PeTO pay allowances in lieu thereof, except with the written approval of the manager. No PeTO shall be divided unless it is of two (2) weeks or more duration, in which case it may be divided, with the consent of the manager.

(c) Holiday in PeTO Period

When the PeTO period of any employee includes one of the holidays listed in Article VIII, an additional day of PeTO will be granted with pay. The extra day must be taken immediately before or after the PeTO period as an extension of the PeTO.

ARTICLE X - ABSENCE PAYMENTS

1. Jury Duty – Administrative Time Off

When an hourly-paid employee is called for service as a juror, he or she will be paid the amount of normal straight-time earnings lost by reason of such service, including relieving time. Similar makeup pay will be granted to an employee who loses time from work because of an appearance in court pursuant to proper subpoena, except when he or she is either a plaintiff, defendant or other party to the court proceeding. Effective 1/1/2014, this will be paid as Administrative Time Off.

2. Death-in-Family

Effective on 1/1/2014: Death of Immediate Relative - Up to three (3) working days for any such death up to a maximum of six (6) days per year. Eligible relationships are: Parents (or persons serving in that capacity), mother/father-in-law,

grandparents, grandparents-in-law, brothers and sisters of an employee or the employee's spouse, brother and sisters-in-law, the employee's spouse or children (natural, step, adopted and foster if living in the employee's home), step parents, grandchildren, sons and daughters-in-law or any others as required by federal or state law.

3. Military Pay Differential

Effective 1/1/2014, an employee with 30 days or more of service credits attending annual encampments of or training duty in the Armed Forces, State or National Guard or U.S. Reserves shall be granted a military pay differential computed as set forth below, for a period of up to 15 working days (120 hours) of such military service, during each calendar year. This benefit may be extended up to 160 hours with management approval, which will not be unreasonably withheld. Military absences of less than 30 days, in preparation for deployment will be paid the differential, but will not count against the 120 hour limit. Employees on active military deployment will be paid the differential for the duration of the deployment. The employees shall be granted service credits for such 15 working day period or portion thereof during which they are absent. Such military pay differential shall be the amount by which the employee's normal straight-time wages or salary, calculated on the basis of a workweek up to a maximum of 40 hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the Federal or State Government. Such items as subsistence rental and travel allowance shall not be included in determining pay received from the Government.

Employees will be permitted to take PeTO time and attend a military encampment at separate times and be granted both a PeTO pay allowance and a military pay differential. However, an employee may not receive a PeTO pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such PeTO time, but not exceeding the maximums specified above.

4. Medical Time Off – Effective 1/1/2014. Any unused 2013 Sick and Personal Time balances will be paid out to employees in December 2013. Any remaining balances will be paid out in 2014.

(a) MTO may be used, in one hour increments, for absences related to Personal Illness, medical appointments, birth, placement or adoption of a child, or for medical appointments or illness of a family member as defined in Article X, Section 2. The employee may not use MTO for absences that are eligible for payment under the BMPC-KAPL Insurance Plans or Worker's Compensation.

(b) Effective 1/1/2014, new employees will be credited with 40 hours of MTO on their first day of employment. Current employees will be credited with 8 hours of MTO for each full year of service for the transition year 2014 only (minimum: 40 hours, maximum: 120 hours).

- (c) Employees will accrue forty (40) hours of MTO per year, credited twice per month. MTO may only be used once credited to the employee.
- (d) Accrued and unused MTO may be carried forward into the next calendar year, up to a maximum of 120 hours. MTO accounts will not be paid out upon termination of the employee.
- (e) BMPC policy regarding MTO will be controlling in the event of a conflict with contract language.
- (f) PSEA members will not be eligible to make up time during the work week unless it does not require the Company to pay overtime.
- (g) PSEA members will be required to utilize MTO in increments of 1 hours versus the state policy increment of 1/10th of one hour.
- (h) MTO will be counted as time worked for overtime purposes.

Section 2. Rate of Pay

The rate of pay applicable to absences covered under this article will be current normal straight-time hourly earnings in effect when last at work prior to the absence, including night-shift bonus for employees who are regularly scheduled on a night shift.

Section 3. Maximum Hours

- (a) The maximum MTO pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule in effect when last at work prior to the absence but not in excess of eight (8).
- (b) The maximum hours of MTO pay payable to an employee in a calendar year will be the 40 hours of accrued MTO time plus any MTO time rolled over from the previous calendar year.

ARTICLE XI - WARNING NOTICE PROCEDURE

Warning Notices are issued to call an employee's attention to improper conduct and to assist in correcting faults, which, if continued, would lead to discharge.

Before imposing a disciplinary penalty or discharge which is based on the cumulative effect of written warning notices, the Company will notify the employee concerned one week in advance. The matter may be made a subject for grievance discussions, but such discussions shall not prevent the imposition of the penalty pending their final outcome, and in the event it is determined that an employee has been improperly penalized, the employee will be reimbursed for any loss wages sustained as a result of the impositions of the penalty.

The Company agrees to a periodic review of warning notices and to remove the notice from the employee's personnel file if in the opinion of the Supervisor, the problem leading to disciplinary action is corrected.

ARTICLE XII - GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "Grievance" means any dispute between the Company and the Union, or between the Company and any employee concerning the effect, interpretation, application, claim of breach or violation of this Agreement, or any other dispute which may arise between the parties.

Subject to the provisions of Article XXIV, the grievance procedure established by this Article shall be used for the purpose of orderly negotiation between the parties concerning such "grievances". Grievances may be initiated by an employee or group of employees, or a representative of the Union. Grievances may be initiated by the Union at the second step of this grievance procedure within two (2) weeks after the occurrence, situation, or action of management giving rise to the grievance unless time is extended by mutual consent.

In the event that any grievance arises the following procedures will apply:

Step One

Any grievance may be presented at the first step of the grievance procedure within two (2) weeks after the

occurrence, situation, or action of management giving rise to the grievance unless this time is extended by mutual consent in writing. It is the intent of the parties that grievances be resolved in a timely manner with Safeguards and Security management representatives involved and if possible without the necessity for institution a written grievance.

The grievance may be presented orally to the employee's shift captain or lead captain by the employee himself, or by the employee accompanied by his or her union steward, or the employee may cause his union steward to present the grievance for the employee. If the shift captain (and or lead captain), and the employee (and or union steward) are unable to resolve the grievance, a meeting with the Manager of Safeguards and Security, or designated management representative(s), may be requested by the employee and or the union steward to settle the grievance. No adjustment to a grievance at this step will be made inconsistent with the terms of this Agreement without the written agreement of the Union and the Company's Union Relations organization.

When an agreement has not been reached through oral discussion with Safeguards and Security management representatives, the grievance may be reduced to writing and presented to the employee's supervisor who will give a decision in writing within two (2) working days after its receipt unless this time is extended by mutual consent. The written grievance will indicate the nature of the grievance, the adjustment requested and any other pertinent information and shall be presented to the employee's supervisor no later than four weeks from the date of occurrence, situation, or

action of management giving rise to the grievance when the oral discussion process is utilized.

If the supervisor and the employee or union steward are unable to resolve the grievance, it may be referred to Step 2.

Step Two

If the Union decides to take the grievance to this step, it will present in writing a statement of the grievance and the relief sought to the designated Union Relations representative at the Knolls Atomic Power Laboratory within one (1) week after receipt of the first step answer unless this time is extended by mutual consent. A meeting shall be held with the local management negotiating committee, within seven (7) working days after the receipt of the second step grievance unless this time is extended by mutual consent. The Union Negotiating Committee shall consist of no more than four (4) members. Within one (1) week after this meeting, BMPC-KAPL management will give in writing its decision on the adjustment requested unless this time is extended by mutual consent. If the grievance is not resolved at this step, it may be referred to Step 3.

Step Three

If the Union decides to take the grievance to this step, the Union will submit its case to the Human Resources Manager of the Company within thirty (30) days after receipt of the written second step decision, unless this time is extended by mutual consent. A meeting between the Union's Committee

and the Human Resources Manager or a representative designated by him/**her**, will be held for the purpose of discussing the grievance within two (2) weeks after its receipt at third step, unless this time is extended by mutual consent. The final decision of the Company will be given within one (1) week after this meeting, unless this time is extended by mutual consent. The Union will advise the Company of its position of this decision within thirty (30) days after receipt thereof.

ARTICLE XIII - ARBITRATION

1. Any Union grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XII and which involves either:
 - (a) The interpretation or application of a provision of this Agreement, or
 - (b) A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, or
 - (c) A non-disciplinary termination,

occurring after the effective date of this Agreement may be submitted to arbitration upon written demand of either the Union or the Company provided that such demand is made within 30 days after the final decision of the Company has been given to the Union pursuant to

Article XII, Step 3. For the purpose of proceedings within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties shall be imposed only for just cause.

2. In consideration of whether a matter is subject to mandatory arbitration, a fundamental principle shall be that the Company retains all its historic rights to manage the business including, (but not limited to) the right to determine the methods and means by which its operations are to be carried on to direct the work force and to conduct its operations in a safe and effective manner, subject only to the express limitations set forth in the **2012** BMPC-KAPL-PSEA #1 Agreement; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights except where such challenge (a) is based upon a violation of any such express limitations and (b) is not a subject for voluntary arbitration under the provisions of II below.

- I. Mandatory Subjects

In general, this Agreement contemplates mandatory arbitration of demands to arbitrate which involve:

- (a) Disciplinary Action (including discharge) or non-disciplinary terminations but with the following exceptions:

- (i) No arbitrator shall have the authority to

consider, rule on or enter any award with respect to any discipline or discharge imposed on employees having less than six months of continuous service with the Company, provided that nothing in this subsection shall limit the authority of an arbitrator with respect to disciplinary penalties or discharges imposed in violation of Section 1 of Article II.

(ii) In any case which involves discipline (including discharge) effected because an employee has refused to perform an assigned task, the arbitrator shall be entitled to determine the propriety of the disciplinary penalty, but shall not have the authority to question or rule on the obligation of the employee to perform the task.

(b) The claimed violation of a specific provision or provisions of the **2012** BMPC-KAPL.-PSEA #1 Agreement (with the limitations and exceptions set out herein).

II. Voluntary Subjects

This Agreement does not provide for mandatory arbitration of the following subjects, and such subjects shall be subject only to voluntary arbitration by mutual agreement.

- (a) Arbitration demands involving subjects in any agreement other than those described in I(b) above,
- (b) Arbitration demands involving subjects which were discussed at negotiations but not expressly covered in the Agreement (e.g., subcontracting, technological innovations, etc.).
- (c) Arbitration demands involving claims that an allegedly implied or assumed obligation of the Agreement has been violated.
- (d) Arbitration demands involving claims that Article I or Section 3 or Section 5 of Article II of this Agreement has been violated; provided, however, that grievances which claim that a disciplinary action, discharge, upgrading action or transfer action violates Section 3 or Section 5 of Article II will be subject to arbitration as a matter of right.
- (e) Arbitration demands which would require an arbitrator to consider, rule on or decide the appropriate rates at which an employee shall be paid.
- (f) Arbitration demands which would require an arbitrator to consider, rule on or decide any of the following:
 - (i) The elements of any employee's job assignment;
 - (ii) The level, title or other designation of an

employee's job classification;

(iii) The right of management to assign or reassign work or elements of work.

(g) Rules II (e) and II (f) are designed to confirm the intent of the Agreement that disputes over individual job classifications, rates of pay, etc., are assigned by the parties to negotiation and not to arbitration.

3. (a) A demand for arbitration may be made by either the Company or the Union on any or all of the issues which it believes to be involved in a Union grievance specifically related to 1(a), 1(b) or 1(c) above, and must state in reasonable detail the issue or issues sought to be arbitrated and the specific relief sought as to each such issue and must specifically state the contract provision alleged to have been violated.

(b) Within 15 days of receipt of the demand to arbitrate, the receiving party must respond in writing stating whether or not it believes the stated dispute to be arbitrable. If the receiving party believes the dispute not to be arbitrable, it will state its reasons in reasonable detail.

(c) If the receiving party agrees to the arbitrability of the dispute, it will be processed in accordance with Section 4.

4. (a) The Company will request a panel of three arbitrators from the Syracuse, NY Regional Office of the American Arbitration Association (AAA). Upon receipt of such

panel, the parties shall agree upon an Arbitrator and a date for such arbitration hearing.

(b) The Company will inform the AAA of the Arbitrator and date selected by the parties so that appropriate arrangements with the Arbitrator can be made by the AAA.

(c) Either party may, if it desires, be represented by Counsel.

(d) Arbitration proceedings (where not specifically provided for in this Article) shall be conducted according to the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The following time requirements shall apply:

(i) Transcripts, if requested, will be provided within fifteen (15) days of the date of the hearing.

(ii) Briefs, if any, shall be submitted to the arbitrator within fifteen (15) days of receipt of the transcript, or within fifteen (15) days of the hearing, if no transcript is requested.

(iii) The arbitrator shall issue an Award and Opinion within twenty-one (21) days of receipt of the briefs submitted by both parties. This time requirement shall be a condition of the arbitrator's appointment.

5. (a) The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall

be final and binding upon all parties to this Agreement provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.

(b) The parties shall refrain from requesting transcripts for those hearings where the submission to arbitration meets the following criteria:

(i) The interpretation of one or more provisions of the collective bargaining agreement is not involved; and

(ii) There is no "procedural" question such as arbitrability or due process; and

(iii) There is no claim alleging discrimination in violation of Section 3 or Section 5 Article II of this Agreement; and

(iv) The only issue in a discharge or discipline case is whether the discharge or discipline was imposed for just cause.

(c) An arbitrator shall give an Award without an Opinion in certain arbitration cases in accordance with the following:

(i) An Award without an Opinion shall consist of a summary statement by an arbitrator of no more than two pages, which briefly sets forth the basis of the Award.

- (ii) An Award without an Opinion shall be given in all discipline or discharge cases meeting the criteria in Section 5.b. above under the following procedure:
 - (1) If the party requesting arbitration believes the grievance meets the criteria, that party would so indicate in its written request for arbitration.
 - (2) If the party requesting arbitration does not indicate in its written request for arbitration that it believes the case meets the criteria, the other party may indicate that it believes the grievance meets the criteria in its written agreement to arbitrate.
 - (3) If the party requesting arbitration indicates that it believes the grievance meets the criteria in 5.b. above, in its request for arbitration, or if the other party so indicates in its written agreement to arbitrate, the Association will instruct the designated arbitrator to issue an Award without an Opinion subject to the discretion given the arbitrator in (4) below.
 - (4) If either party disagrees with the indication of the other party (provided for in (1) and (2) above) that the grievance meets the criteria set forth in 5.b. above, that party may request a written Opinion from the arbitrator

so long as such request is made before the hearing is closed. When such a request is made by either party, the arbitrator shall rule whether a written Opinion is waived under the criteria set forth in 5.b. above.

- (5) If evidence is admitted during the hearing at the instance of either party which, in the judgment of the other party, would change the case from one meeting the criteria in 5.b. above, to a case not meeting the criteria, the other party may then demand a written Opinion so long as such demand is made before the oral hearing is closed - notwithstanding prior agreement to waive the Opinion. This provision, however, should not be interpreted in any way to imply that either party would agree to the introduction of evidence at the hearing, which would change the nature of the case.
- (d) It is specifically agreed that no arbitrator shall have the authority or jurisdiction to establish or modify any wage rate or job classification, or authority or jurisdiction to decide the appropriate classification of any employee.
- (e) In addition, no provision of this Agreement or other agreements between the parties, shall be subject to arbitration pertaining in any way to the establishment, administration, interpretation or application of the Job and Income Security Article (Article XIX) of this

Agreement or the Insurance, Welfare, Pension, Savings Plans, or other Benefit Plans in which employees covered by this Agreement are eligible to participate. It is further specifically agreed that no arbitrator shall have the authority to interpret or apply the Recognition Article (Article I) of this Agreement.

6. Any arbitration case which is limited to a disciplinary penalty other than discharge shall be covered by the following expedited arbitration procedure:
 - (a) The Company will contact the arbitrator for a hearing to be scheduled, if possible, within forty-five (45) days of the agreement to arbitrate.
 - (b) The only issue before the arbitrator shall be whether the discipline was imposed for just cause.
 - (c) There shall be no transcript of the hearing.
 - (d) There shall be no post-hearing briefs or other written arguments by the parties.
 - (e) There shall be oral arguments at the close of the hearing. If either party so requests, there shall be a thirty (30) minute recess before such closing oral arguments.
 - (f) The arbitrator shall render an Award without an Opinion no more than twenty-four (24) hours after the closing of the oral hearing. The arbitrator shall issue a written Opinion within twenty-one (21) days of the date of the

Award.

(g) The decision of the arbitrator will settle the grievance, and will be binding on both parties.

7. The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him or her including the right to modify or reduce or rescind any disciplinary action taken by the Company but excluding the right to amend, modify or alter the terms of this Agreement or any local understanding.

The expenses for all the arbitrations, exclusive of transcripts, will be borne equally by both parties. If transcripts are requested, requesting party(ies) will be responsible for that expense. If either party fails to appear before the arbitrator without satisfactory explanation, that party shall forfeit its rights in connection with the dispute or disputes. Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

8. This Agreement sets out expressly all the restrictions and obligations assumed by the respective parties, and no implied restrictions or obligations inhere in this Agreement or were assumed by the parties in entering into this Agreement.

ARTICLE XIV - UNION REPRESENTATIVES AND STEWARDS

1. During each fiscal month, for time spent during their regular working schedule in negotiating grievances with the supervisors, the Company will pay stewards up to a maximum of one and one-half (1-1/2) hours multiplied by the number of weeks in such BMPC-KAPL. fiscal months. For the time spent by regular members of the Union Negotiating Committee within their regular working schedule in negotiating grievances within Step 2 of the grievance procedure, the Company will pay up to a maximum of eight (8) hours per week.

2. On written request of the Union, a maximum of four (4) Union officers with at least one (1) year's seniority shall, solely for the purpose of layoffs, be deemed to have a longer seniority than all other employees in the unit so long as the official's duties would permit such layoff deferment under applicable law. Such employee shall displace an employee with less actual seniority on work for which the employee who is a Union official is qualified or in the event such employee does not have actual seniority to displace any employee, then the employee shall to the extent necessary to defer the official from such layoff be deemed to have greater seniority than the shortest service employee in the bargaining unit on work for which the employee who is a Union official is qualified. Section 2 hereof shall apply to those Union Officers whose names, titles, and order of precedence, shall have been furnished in writing to the Company prior to the giving of notice of layoff by the Company.

3. Whenever an OSHA type inspection in accordance with ERDA Manual 0506, titled Occupational Safety & Health Program for ERDA GOCO Contractor Employees, or its successor shall occur in a work area that includes employees represented by the Union, an employee designated by the Union who accompanies the DOE inspector as the employees' representative will be paid for the time lost from work during such inspection.

ARTICLE XV - CONTINUITY OF OPERATIONS

The Company agrees that there shall be no lock out.

The Union agrees that under penalty of discharge, there shall be no strike. The Union agrees that all action within its jurisdiction on the part of a member or members of the Union will be to maintain at all times the security of the operation.

ARTICLE XVI - MANAGEMENT RESPONSIBILITY

Subject only to express limitations provided in this Agreement, or in any other written agreement between the Company and the Union, the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, and determine its qualifications and to maintain safety, efficiency and order in its plants and operations.

ARTICLE XVII - POSTING

The Company will furnish the Union with appropriate places in the Plant for posting of notices. All notices shall have the appropriate Human Resources Representative's approval.

ARTICLE XVIII - GOVERNMENT REQUIREMENTS

Nothing contained in the Agreement shall be deemed to impose upon either party the obligation to take any action, or refrain from taking any action, in violation of any existing or future law, rule, regulations, or directive issued by a government department or agency.

ARTICLE XIX - JOB AND INCOME SECURITY

1. Definitions

- (a) The terms "plant closing" and "to close the plant" mean the announcement and carrying out of a plan to terminate and discontinue either all Company operations at the plant, or those Company operations which would result in the termination of all employees represented by the Union where those employees do not have displacement rights.

Such terms do not refer to the termination and discontinuance of only part of the Company's operations

at the plant, (except as specifically provided in the paragraph above) nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

Also, such terms do not refer to the transfer or sale of such operations to a successor employer who offers continued employment to Company employees. Company employees who are not offered continued employment by the Company or by the successor employer will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

- (b) The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.
- (c) The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at one location coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the first location.
- (d) The term "robot" means a programmable, multi-function manipulator designed to move materials; parts, tools, or

specialized devices through variable programmed motions for the performance of a variety of tasks.

- (e) The term "automated manufacturing machine" means a device for doing work, which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).
- (f) The term "automated office machine" means a device for doing office work which is computer-based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.
- (g) The term "week's pay" as used in this Article XIX, for an hourly employee on daywork shall be calculated by multiplying the higher of (a) the straight-time hourly rate (including any night-shift bonus) which he or she was paid during the last week worked or (b) the straight-time hourly rate (including any night-shift bonus) which he or she was paid during the last full calendar week worked during the calendar year preceding the year in which the current layoff began, times the number of hours in the employee's normal work week, up to 40 hours.
- (h) The term "Special Early Retirement Option Offset" includes the present value of the difference between the pension benefits the employee would be eligible to receive absent exercise of the Special Early Retirement Option and the benefits to be received under the Special

Early Retirement Option including the present value of any Pension Plan Supplements payable as a result of a permanent job loss event as defined in the BMPC-KAPL Pension Plan (for employees of participating bargaining units). This difference shall be measured from the date of termination for retirement to the date the individual would be otherwise able to receive an unreduced pension. For the purpose of determining present value, the interest rate discount assumption will be that used (as of the beginning of the calendar year in which the employee retires) and defined by the BMPC-KAPL Pension Plan (for employees of participating bargaining units).

This Special Early Retirement Option Offset shall also include an amount attributed to health benefits payable as a result of a permanent job loss event as defined in the BMPC-KAPL Pension Plan (for employees of participating bargaining units). This amount will be calculated by multiplying \$3,000 times the number of whole years between the date of termination for retirement and the date when first eligible for Medicare. The resulting number shall be reduced by a factor equivalent to the percent of employee contributions toward the average value of health coverage at the time of the Special Early Retirement Option. The \$3,000 figure shall be adjusted annually based on annual increases in the medical component of the Consumer Price Index for all-urban consumers. The annual adjustment will be made at the end of the calendar year based on the year over year increases of the October

index figures.

(i) The term “furlough” means that: In the event (a) the government funding for the operation of the Laboratory is interrupted or unavailable due to lack of budgetary authorization or appropriation (b) the Government directs the temporary cessation of non-essential operations and (c) this furlough is applicable to all non-essential employees, the following steps will apply:

(1) Employees shall be notified promptly concerning the effective date and time of the commencement of the furlough.

(2) The furlough will be unpaid. Continuity of service will not be broken.

(3) Insurance benefits shall be continued to the extent permitted by available funding.

(4) When funding is restored and the government permits resumption of work, employees will be promptly notified of the return to work date and time.

(5) Make whole back pay and benefits will be provided to the extent permitted by available government funding authorized for this purpose.

(6) The provisions of this agreement concerning plant closing, reduction in force or layoff/temporary layoff shall not apply. The event a furlough results in a permanent job loss, the applicable provisions of this agreement shall apply.

2. Plant Closing

(a) General

- (1) Whenever the Company decides to close the plant, the Company shall give notice of its decision to the Union and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his or her employment by the Company may be terminated, subject to compliance with the provisions of this Section 2.
- (2) Each employee shall be given at least one week's advance notice of the specific date of the termination.

(b) Severance Pay

- (1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he or she is eligible as described below and the full vacation allowance for which the employee might have qualified for the calendar year in which employment is terminated and any other accumulated allowances due, provided that the employee:
 - (i) After the announcement of the plant closing, continues regularly at work for the Company

until the specific date of termination, or

(ii) Fails to continue regularly at work until the specific date of termination due to verified personal illness, leave of absence, or layoff, or

(iv) Was laid off within six (6) months prior to the Company announcement of the plant closing decision and continues on layoff, unless recalled, until the termination date for plant closing.

(2) Such employee may request that the date of termination be advanced so that he or she can accept other employment and the local management will give due regard to this request.

(3) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 4 below; in lieu of any and all of the benefits set forth in this Section 2.

(4) Computation of Severance Pay

(i) An employee with two or more but less than fifteen years of continuous service will, in

accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of \$850 pay for each of the employee's full years of continuous service plus \$212.50 for each additional 3 months of continuous service at the time of termination; provided that the amount of the Severance Pay benefit as computed under this paragraph shall be subject to a minimum benefit equal to \$3,400.

- (ii) An employee with fifteen or more years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of \$1050 pay for each of the employee's full years of continuous service plus \$262.50 for each additional 3 months of continuous service at the time of termination up to a maximum of 26 years.

(5) Deferral Election

An employee who elects to receive Severance Pay in a lump sum may elect to defer payment of half or all of the lump sum until the first month of the year following the termination because of a plant closing. Once made, such election will be irrevocable.

(c) Employment Assistance Program

To assist employees terminated because of a plant closing to find new jobs and to learn new skills, local management will establish an Employment Assistance Program following announcement of a decision to close a plant. The Employment Assistance Program will include job placement assistance and education and retraining assistance.

(1) Job Placement Assistance

- (i) Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.
- (ii) Union involvement will be encouraged in these activities and local management may also use the expertise and resources of public and private agencies in providing these services.
- (iii) Two (2) employee representatives designated by the Local (one such representative in a plant of less than 300 represented employees) will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight (8)

hours per week to work with local management in the establishment and operation of the Employment Assistance Program.

(2) Education and Retraining Assistance

(i) An employee with two or more years of continuous service who is terminated as a result of a plant closing will be eligible to receive Education and Retraining Assistance for courses approved by the Company which contribute to or enhance the employee's ability to obtain other employment provided that the employee begins the approved course within one year following termination. Approved courses will normally be given at schools which are accredited by recognized regional or state accrediting agencies and may include:

- Occupational or vocational skill development;
- Fundamental reading or numerical skill improvement;
- High school diploma or equivalency achievement; and
- College level career oriented courses.

(ii) An employee will be reimbursed up to a maximum of four thousand dollars (\$4,000) for authorized expenses which are incurred within

two years following termination provided a passing grade is received in the course. Authorized expenses include verified tuition, registration and other compulsory fees, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.

- (iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

(d) Optional Plant Closing Termination Agreement

Because the circumstances in a plant closing will vary in terms of employment, location and timing, as well as other considerations, the Union and management may negotiate a Special Agreement covering the plant closing termination procedure for employees represented by the Local. Any such agreement shall be in writing and signed by the Company and Union.

3. Retraining and Readjustment Assistance

(a) Rate Guarantee

An employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing or office machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly daywork rate of the job eliminated for up to seventy-eight (78) weeks immediately following the original transfer or layoff.

(b) Special Retirement Bonus

(1) Election

An employee who is age sixty (60) or older with fifteen (15) or more years of continuous service and is assigned to a job classification which the Company has announced is expected to be directly adversely affected by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing or office machine may elect to be considered for termination with a Special Retirement Bonus. This election shall be made within twenty (20) days following the Company announcement of its decision involving the transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing or office machine which is expected to result in the

elimination of certain jobs.

(2) Procedure

Eligible employees electing this option will be designated in an integrated order of their seniority for a Special Retirement Bonus. A termination under this option will be effective and the Special Retirement Bonus will be paid when a job in the particular job classification to which the eligible employee is assigned is directly eliminated by the previously announced transfer of work, introduction of a robot, or introduction of an automated manufacturing or office machine, which directly results in a net reduction in the total number of employees working in that same job classification.

(3) Special Payment

This Special Retirement Bonus shall be \$11,000.

(c) Optional Local Retraining and Placement Agreement

Whenever the Company announces a transfer of work, the introduction of a robot, the discontinuance of a discrete, unreplaced product line, or the introduction of an automated manufacturing or office machine, the Local Union and local management may negotiate a Local Retraining and Placement Agreement.

4. Income Extension Aid

(a) Computation of Income Extension Aid

- (1) An employee with two or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available Income Extension Aid computed on the basis of \$550 pay for each of the employee's full years of continuous service plus \$137.50 pay for each additional 3 months of continuous service at the time of layoff up to a maximum of 26 years.
- (2) If the amount of Income Extension Aid available to any employee as computed in Subsection (a)(1) has been reduced by payments under any of the options below, then, providing he or she has returned to work from layoff, the total amount available as described in Subsection (a)(1) shall be automatically restored. Employees hired after September 2, 1994 will have IEA eligibility restored after being employed three (3) months after being recalled from lack of work. This Subsection (2) shall not apply where payments have been made under Section 4(b)(1)(iii) or under Plant Closing Section 2 where the employee is rehired within 6 months of termination or under Preferential Hiring Section 2(d), except, that when an employee makes repayment of benefits paid under such Section 4(b)(1)(iii) or Section 2, this Subsection (a)(2) shall apply when he or she returns to work with respect to a

subsequent layoff.

(3) Minimum Benefit

The amount of the Income Extension Aid benefit as computed under Section 4(a)(1) shall be subject to a minimum benefit equal to \$2,200.

(b) Benefits Available at Layoff

(1) An eligible employee laid off for lack of work may elect from the following:

(i) The employee, laid-off from the Company will receive a lump sum payment of the Income Extension Aid and any vacation or other accumulated allowances payable to the employee, in such amounts and upon such conditions as set forth in this subsection. Payment will be made as soon as possible upon commencement of layoff.

(ii) As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to receive the total amount of Income Extension Aid and any vacation or other accumulated allowances due and at the time of such payment, terminate employment and thus forego recall rights.

(2) Income Extension payments made under Subsections (b)(1)(i) and (ii), above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (b)(1)(i) and (ii) above where such impacted employee is not recalled or rehired within one year of layoff.

(c) Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible an employee must be age 60 or older, have 15 years of continuous service, be in a specific job classification directly adversely affected, and must have filed a request to be considered at least 15 days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority. Employees selected for a Special Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of \$11,000 in lieu of any other payment under this Article and will terminate service with the Company.

5. Notice, Bargaining and Information Requirements

This section sets forth the full obligations of the Company with regard to notice, bargaining with and information to the Union concerning plant closing, work transfer, subcontracting and the installation of robots or automated manufacturing or office machines.

(a) Plant Closing

(1) Notice

The Company will give notice of its intent to close a manufacturing plant a minimum of six (6) months in advance of the plant closing date to the Union and to employees concerned. Such notice will include the date when terminations of represented employees because of the plant closing are expected to begin. Notice may be less than six (6) months when a plant closing results from the direct impact of a contract or program cancellation.

(2) Bargaining

If the Union requests decision bargaining within ten (10) working days following a Company notice of intent to close a manufacturing plant, the Company will be available to meet with the Union within five (5) working days of such request and the bargaining period shall continue for up to forty-five (45) calendar days from the date the Company notice of intent to close the plant unless this period is

extended by mutual agreement. The Company will make a decision whether or not to close the plant after this bargaining period.

(3) Information

If information is requested by the Union for bargaining provided for in Section 5 (a) (2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. This information will specifically include the express reason(s) for intending to close the plant and, where employment cost is a significant factor, the related wages, payroll allowances and employee benefits expenses of represented employees at the plant intended to be closed. This information will be treated as confidential by the Union.

(b) Transfer of Non-production Work

(1) Notice

The Company will give notice of its intent to transfer non-production work, or subcontract non-production non-trades work at the same plant location if such subcontracting of work would directly cause a decrease in the number of represented employees performing such work, a minimum of sixty (60) calendar days in advance of the effective date of the work transfer or subcontracting to the Union.

Such notice will include identification of the work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer of work or subcontracting and the anticipated date of the transfer of work or subcontracting.

(2) Bargaining

If the Union requests decision bargaining within ten (10) working days following the Company notice of intent to subcontract or transfer non-production work, the Company will be available to meet with the Union within five (5) working days of such request and the bargaining period shall continue for up to forty-five (45) calendar days from the date of the Company notice of intent to subcontract or transfer the work unless this period is extended by mutual agreement. The Company will make a decision whether or not to subcontract or transfer such work after this bargaining period.

(3) Information

If information is requested by the Union for bargaining provided for in Section 5 (b) (2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. The information will specifically include the express reason(s) for intending to subcontract or

transfer the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted or transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

(c) Installation of Robots or Automated Manufacturing or Office Machines

With respect to the installation of robots or automated manufacturing or office machines, the Company will give a minimum of sixty (60) days notice to the Union before the use of a robot or an automated manufacturing or office machine in a work area. Such notice will include a description of the function of the device, identification of the work involved, the expected decrease in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device.

6. Vested Rights Under Pension Plan

The receipt of Income Extension Aid Severance Pay, or a rate guarantee will not affect any rights the employee may have under the Vesting Provision of the Pension Plan.

7. Lump Sum Payments

Service credits previously accumulated, continuity of service, and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 4(b)(1)(iii), special termination payments under this Article, or payment of Severance Pay under the Plant Closing Section 2.

However, an employee eligible for such a payment, who is within one year of reaching optional retirement at age 60 under the BMPC-KAPL Pension Plan (for employees of participating bargaining units), shall retain such previously accumulated service credits and continuity of service until such employee reaches optional retirement age notwithstanding the receipt of such payment unless the employee retires before electing optional retirement at age 60.

In the event of a subsequent rehire as a "new" employee after one year and within a period of time which does not exceed the length of prior service, the employee's service credits and recall rights previously lost shall be restored. Repayment of IEA will not be required. However, service credits, continuity of service and recall rights lost at termination upon receipt of payments under Plant Closing Section 2, shall be restored automatically without repayment in the event of subsequent rehire more than 6 months after such termination.

An employee who having received payments under Income Extension Aid, is rehired 12 months or less after the

employee's termination and who has made arrangements satisfactory to the Company (normally not to exceed 12 months) providing for a pro-rated repayment shall, during such time as the employee is not in default of such arrangements, be deemed to possess full service credits, continuity of service and recall rights.

An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after the employee's termination and who has made arrangements satisfactory to the company (normally not to exceed 12 months) providing for the pro-rated repayment shall, during such time as the employee is not in default of such arrangements, be deemed to possess full service credits, continuity of service and recall rights.

8. Non Duplication

If any part of an employee's continuous service is used as the basis for an actual payment under any of the options of the Income Extension Aid or Severance Pay arrangement, that part of the continuous service may not be used again for such purpose, either during that period of layoff or any subsequent period of layoff or plant closing, unless repayment has been made as provided in Section 7, above.

Where an indefinite reduction in force triggers eligibility for benefits under this Article, the designation of individuals who may exercise the benefits under this Article will be based on the integrated order of their seniority so that the number of employees electing benefits does not exceed the net number

of positions eliminated.

Employees eligible for a benefit under this Article either by designation or by election, may exercise only one severance or layoff benefit. Employees who have exercised the Special Early Retirement Option under the Pension Plan shall have the Special Early Retirement Option Offset deducted from any severance or layoff benefit otherwise due under this Article.

9. Other

The provisions of this Article shall not be applicable where the Company decides to close a plant or lay off an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees in a Company plant, or other facility. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.

10. A grievance arising under this article may be processed in accordance with the grievance procedure set forth in Article XII. However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XIII hereof, except by mutual agreement.

ARTICLE XX - JOB RATES AND PROGRESSION SCHEDULES

1. The following classifications and job rates will be used for employees in the bargaining unit:

Security Officer (Core Classification)
Security Officer - Access Control (Knolls)
Security Officer - CAS
Lead Security Officer (Knolls)*
Security Police Officer (Core Classification)
Security Police Officer - Access Control

Corporal

Sergeant*

* 2 Steps above Highest Rate Led in Group

2. The minimum starting rates and progression schedules to the appropriate job rates for employees in the bargaining unit will be in accordance with the applicable schedules in Sections 3 and 4 below.
3. (a) Employees hired into the unit at the Security Police Officer classification will receive a starting rate not less than 80% of the job rate and will progress to job rate in accordance with the following schedule:

Minimum Starting Rate	80% of Job Rate
After 3 months	85% of Job Rate
After 6 months	90% of Job Rate
After 12 months	95% of Job Rate
After 18 months	Job Rate

- (b) Employees hired into the unit at Security Officer classification will receive a starting rate not less than 80% of the job rate and will progress in six-month intervals to job rate in accordance with the following schedule:

Minimum Starting Rate	80% of Job Rate
After 6 months	85% of Job Rate
After 12 months	90% of Job Rate
After 18 months	95% of Job Rate
After 24 months	Job Rate

- 4. (a) Any employee promoted to a higher rated position (exclusive of Sergeant) who is at their assigned classification's job rate will progress to the higher rated position in accordance with the following progression schedule:

<u>Progression Table</u>	<u>Between R-Values</u>
1 month progression each step	SO to SO Access Control or SO CAS
3 month progression each step	SPO Access Control
6 months (from SPO) Or 3 months	Corporal

- (b) Any employee promoted to a higher rated position who is on progression as specified under Para. 3 will have

their paid rates adjusted to the same percentage of the new Job Rate and will continue progression.

- (c) Any employee who performs duties as a CAT member will receive a one-step increase for the actual time spent on CAT-related activities.

6. Any employee who previously held job rate of the Security Police Officer (SPO) position will have restoration rights back to any SPO opening for a period of four (4) years from the date of removal from the position. Selection for restoration will be offered on the basis of seniority. Placement will be predicated upon the employee meeting the necessary incumbent qualifications and requirements. Employees who are restored will start at 1 step below job rate and progress in accordance with the progression schedule specified under 4(a) above.

If an employee refuses an opportunity for restoration to the SPO position for any reason, they will lose their right to restoration. Any employee who refuses restoration will remain eligible to post for upgrades to the SPO position.

Restoration to the SPO position will not apply to any employee who is removed from the SPO position for failure to meet qualifications or job requirements.

6. Employees promoted to the position of Sergeant will receive the appropriate rate at the time of assuming the responsibilities; there will be no progression to this position.

ARTICLE XXI - WORKING CONDITIONS

The Company will continue to provide for the safety and health of its employees on the Knolls and Kesselring Site premises. The provisions of this article shall be arbitrable only by mutual consent.

ARTICLE XXII - FAILURE TO MAINTAIN D.O.E. QUALIFICATIONS

It is recognized by the parties to this Agreement that Department of Energy (D.O.E.) Regulations are the basic authority for the establishment of and continued implementation of the physical fitness standards/training programs, medical qualifications and weapons qualifications for employees in the unit.

1. (a) When an employee is removed from any position in the unit for failure to meet/maintain the applicable D.O.E. Physical Fitness Standard and/or Medical Qualifications as described in and in accordance with 10 CFR Part 1046 because of a medical or physical limitation as certified by the Company physician, or if an individual is assigned to a Security Police Officer position and is unable to maintain D.O.E. required qualification standards for weapons, and if no position exists within the bargaining unit for which the individual may be placed, such employee will be placed on layoff due to lack-of-suitable work and eligible for Income Extension

Aid in accordance with the provisions of Article XIX, Section 4.

- (b) Individuals who at the time of layoff due to lack-of-suitable work had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on a recall list and eligible for re-employment in the unit for a period of twelve (12) months for an SPO position and thirty six (36) months for an SO position following layoff. Actual recall to a position within the unit will be predicated upon (seniority permitting) the individual: 1) passing all weapons qualifications (if needed) as determined in the then D.O.E. requirement on the first attempt and/or, 2) demonstrating satisfactorily that he/she is able to pass the applicable Physical Fitness Standard and is capable of meeting the D.O.E. medical requirements as described in and in accordance with 10 CFR Part 1046 as certified by the Company physician.
- (c) If the individual recalled to an SPO position fails to meet any of the weapons qualification standards on the first qualifying attempt, the individual will not be considered for a Security Police Officer Position at BMPC-KAPL. but will remain eligible for recall to an SO position.

2. Placement Consideration

Employees removed from the bargaining unit in accordance with Section 1 of this Article will be considered for placement on other BMPC-KAPL job openings in accordance with their

known skills, abilities and previous work record consistent with the treatment generally accorded other BMPC-KAPL employees removed from their positions due to physical and/or medical restrictions.

3. Loss of Security Clearance

Possession of a valid security clearance is a condition of employment. In the event that the government terminates or suspends an employee's security clearance, the employee will immediately be placed on unpaid leave of absence. IN the case of a suspension of security clearance, the Company portion of health, dental, and vision benefits for the employee and any dependents shall continue to be paid for the first thirty (30) days of the unpaid leave of absence on the same terms as if the employee were in active status. Employment shall terminate upon a termination of a security clearance becoming final at the conclusion of any appeals.

ARTICLE XXIII - PROMOTIONS

1. Core Classification

- (a) Whenever a vacancy occurs within any core job classification, and the Company decides to fill it, polling within the core classification to fill the vacancy will occur first.
- (b) If the vacancy occurs within the SPO classification and there are employees eligible for restoration, a single

slate of qualified candidates will be established utilizing both the polling process as described in 1.a. above and the restoration list. Employees with restoration eligibility will be offered the position in accordance with Article XX, Section 5.

- (c) If no one is eligible for restoration and no one in the SPO classification polls for the vacancy, consideration will then be given to employees in the SO classification who nominate for the position. When promoting an employee to the SPO position, the Company will take into consideration the relative length of continuous service within the bargaining unit of the employees who it finds are qualified for such promotions.

2. Upgraded Positions

Once any Core classification vacancy has been filled through the procedure outlined in 1.a-c above, and the shift is fully staffed, subsequent filling of upgraded positions (CAS/Seegerant/ Corporal/Access Control) on a specific shift will be filled first by qualified employees on that shift who nominate for the upgrade. A new Access Control/CAS operator will be provided up to eighty (80) hours of training and up to forty (40) hours worked. If the employee cannot meet the necessary qualification for the upgrade position, consideration will then be given to the entire core classification.

ARTICLE XXIV – ISSUES OF GENERAL APPLICATION

1. This Agreement, the **2012-2016** Settlement Agreement, the **2012-2016** Wage Agreement, and the **2012-2016** Pension and Welfare Agreements between the parties are intended to be and shall be in full settlement of all issues which were the subject of collective bargaining between the parties in collective bargaining negotiations in **2012**. Consequently, it is agreed that none of such issues shall be subject to collective bargaining during the terms of this Agreement.

ARTICLE XXV - MODIFICATION AND TERMINATION

1. This Agreement shall be effective as of June 1, 2012 and shall continue in full force and effect to and including the **31st** day of **May 2016** and from year to year thereafter unless modified or terminated as hereinafter provided.
2. Either the Company or the Union may terminate this Agreement as of midnight on **May 31, 2016** or **May 31**, of any subsequent year by written notice to the other not more than 90 days and not less than 60 days prior to **May 31, 2016** or prior to **May 31**, of any subsequent year. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.
3. If either the Company or the Union desires to modify this Agreement, it shall, not more than 90 days and not less than

60 days prior to **May 31, 2016** or prior to **May 31**, of any subsequent year, so notify the other in writing. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement and a proposal for a revision of wages which may be submitted by either the Company or the Union. If settlement is not reached by **May 31, 2016** or **May 31**, of any subsequent year, this agreement shall continue in full force and effect until the 10th day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

The above agreement was executed as part of the **2012-2016 Settlement Agreement** between BMPC-KAPL. and the Professional Security Employees Association, Local #1, on the **15th day of July, 2013** by:

Professional Security
Employees Association
Local # 1

BMPC-KAPL
Schenectady, NY

Frederic C. Bozzo

Carrie M. Lord

Michael J. Nesbitt

Christopher D. Parks

John P. Sweeney

John H. Bednarek

Robert E. Hisert

Timothy J. Slocum

Stephen E. Lachanski

Paul E. Normandin