

Bechtel Marine Propulsion Corporation

Contract Agreement

with

Eastern Idaho Metal Trades Council

January 1, 2015

*MC 12-22-14
KS 12/22/14*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Recognition and Nondiscrimination	1
2 Managements Rights	2
3 Utilization of Manpower	3
4 No Strike/No Lockout	8
5 Conduct of Business	9
6 Council Membership	11
7 Absenteeism	15
8 Hours of Work	19
9 Premium Pay	22
10 Call-In Time	26
11 Notice of Termination	27
12 Personal Time Off	28
13 Mutual Respect and Confidence	31
14 Holidays	32
15 Seniority	33
16 Settlement of Disputes	39
17 Arbitration	41
18 Leave of Absence	47
19 Security	48
20 Health and Safety	49
21 Saving Clause	50
22 Miscellaneous	51
23 Modification and Termination	52
24 Wage Schedules and Salary Adjustment	53
25 Security Plans and Benefits	57

MC 12/22/14
KS 12/22/14

INTRODUCTION

This Agreement is entered into this 22nd day of December, 1966, effective as of December 19, 1966, between the Bettis Atomic Power Laboratory (formerly operated by the Westinghouse Electric Corporation and Bechtel Bettis, Inc., now operated by, Bechtel Marine Propulsion Corporation) hereinafter referred to as the "Company," and the Eastern Idaho Metal Trades Council (AFL-CIO) hereinafter referred to as the "Council" with respect to the bargaining unit described in Article I.

ARTICLE 1 RECOGNITION AND NONDISCRIMINATION

- 1.1 The Company recognizes the Council as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for a bargaining unit comprised of all Company employees (as defined below) at the Naval Reactors Facility and any site contiguous to it.
 - 1.1.1 The term "employee" shall include all employees at the Company's Naval Reactors Facility, Idaho, including plant clerical employees but excluding office clerical employees, professional employees, draftsmen, technicians, cafeteria employees, guards, and managers/supervisors as defined by the Act.
- 1.2 The Company shall not discriminate against or coerce the employees covered by this Agreement because of affiliated membership or activity on behalf of the Council, nor shall it attempt to discourage affiliated membership in the Council, nor encourage membership in any union not affiliated with the Council.
 - 1.2.1 The Council agrees that neither it, its officers, its members, nor persons employed directly or indirectly by them will discriminate against or coerce any employee, nor shall they solicit members, dues, or funds during the working hours of employees involved.
- 1.3 The Council and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, membership and/or non-membership in the Union, color, religion, sex, national origin, age, qualifying physical or mental disability, qualified protected veteran status, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by Federal, State, or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the Federal, State, or local government.

MC 12/22/14
KS 12/22/14

ARTICLE 2
MANAGEMENT RIGHTS

- 2.1 The management of the plant and the direction of the working force are vested exclusively in the Company and, except as limited by specific provisions of this Agreement, the Company shall continue to have all sole and exclusive rights customarily reserved to management, including but not limited to the right to increase or decrease the work force; the right to determine the scope and method of operation; the right to assign work; the right to hire, promote, transfer; the right to discipline, suspend or discharge for just cause; the right to schedule operations, shifts, all hours of work, require overtime work; and the right to establish policies, procedures and rules pertaining to the operations of the plant and permissible conduct of employees.
- 2.2 The Company will provide the Council with at least thirty (30) days notice prior to the implementation of any new or changed policy that affects the bargaining unit covered by this Agreement. The Council may exercise its rights under Article 16 if it believes the new or changed policy has violated a specific provision of this Agreement.
- 2.3 Should either party fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived any such rights or be precluded from exercising such rights in some other way in the future.

MC 12/22/14
KS 12/22/14

ARTICLE 3
UTILIZATION OF MANPOWER

- 3.1 The Council recognizes the need for flexibility in the assignment of work, and the desirability of a stable work force, the Company recognizes the various classifications and will assign work to the classifications having jurisdiction over the work. At the same time, it is agreed that there is work that, although traditionally assigned to specific Journeyman classifications, can be performed safely and efficiently by Journeyman in other classifications. Such work would typically require no additional training or only nominal guidance which will be provided to that Journeyman assigned to perform the work.
- 3.1.1 Therefore, Journeyman are expected to perform such work as is incidental, usual, and necessary to safe and efficient operations. Incidental work, necessary to complete primary job assignments, will be performed as assigned. For purposes of administration of this section, incidental work is defined as work outside of a given Journeyman craft jurisdiction but within another journeyman classification which can be accomplished within a minimal time frame (less than 30 minutes) with no additional job skills required and the individual feels confident that he/she can accomplish the work in a safe manner.
- 3.1.2 When the Company contemplates any variation from the above, arrangements will be made between the Company and the Council to have the work performed.
- 3.2 Prior to all temporary assignments, the Company will make every attempt to secure an employee(s) from the appropriate classification. An EIMTC represented employee who is required to work temporarily at a classification other than his/her classification of record shall receive the performance rate of pay for the actual time worked in that classification or two (2) hours, whichever is greater, of the assigned classification. These temporary assignments will not adversely affect the job security of the Journeyman classifications. Management's selection of an employee(s) for temporary assignment will be based upon the following:
- 3.2.1 Requirements of the temporary assignment
- 3.2.2 Employee knowledge and experience
- 3.2.3 Demonstrated employee performance
- 3.2.4 In all cases of temporary assignments, an employee will not be paid less than his/her base monthly rate.

mc 12/22/14
KS 12/22/14

3.3 Multi Craft

The Company recognizes the fact that distinguishable skills exist between various classifications. It is also recognized that the Multi Craft function may be utilized between classifications in a safe and efficient manner, in order to mutually benefit the Union and the Company. Multi Craft is not intended to be used as a tool to erode the Union or the various classifications recognized by this contract.

Any variation to the details described in this Article will be a matter of collective bargaining. Both the Company and the Council will negotiate any such variations necessary to support business needs.

3.3.1 6BU and 7BU employee(s) may be assigned by the Company to perform the duties of another journeymen classification beyond the provisions of Article 3.1 above.

3.3.1.1 This assignment will allow the employee to perform specific duties of a secondary journeymen classification in addition to the duties of their classification of record.

3.3.1.2 Up to 100% of an individual's work assignment may be to perform the duties of a secondary journeymen classification for which the Company feels the individual is qualified and has the ability to safely perform.

3.3.1.3 Individuals may be required to acquire and maintain general qualifications pertaining to a secondary craft (e.g. LOTO, Fall Protection, Radiological, etc.) as identified by the Company. If the Company identifies the need to qualify an employee to a craft specific qualification, the Company will involve the Union for input and review prior to qualifying the employee.

3.3.1.4 Primary craft/Secondary craft work assignments.

- Rigger/Operator
- Truck Driver/Operator
- Welder/Outside Machinist
- Welder/Pipefitter
- Outside Machinist/Machinist
- Electrician/ Outside Machinist
- Boiler Operator/ Pipefitter
- Boiler Operator/ Outside Machinist
- Boiler Operator/ Painter
- Carpenter/Painter
- Outside Machinist/Electrician(non-electrical work duties)
- Pipefitter/ Electrician(non-electrical work duties)

This list of Primary Craft/Secondary Craft assignments is all inclusive.

3.3.2 Employees who are assigned by the company duties of a secondary craft classification and actually perform the assigned secondary journeymen classification work will be paid the Multi Craft Adjustment for the actual time worked in that classification or two (2) hours, whichever is greater of the Multi Craft Adjustment.

*me 12/22/14
KS 12/22/14*

- 3.3.2.1 Only secondary craft work specifically pre assigned and pre approved by the Company will be eligible for the Multi Craft Adjustment pay.
- 3.3.2.2 Incidental work performed per Article 3.1 above is not eligible for the Multi Craft Adjustment pay.
- 3.3.3 The number of employees assigned multi craft duties will be determined by the Company.
- 3.3.4 Employee(s) are not eligible for any secondary craft overtime and will only be included in their classification of record, overtime list/pool. However, when assigned to classification of record overtime, secondary craft duties may be assigned by the Company.
- 3.4 The Company may deem it necessary to appoint an employee to serve as temporary supervisor, with the agreement of the employee. Upon completion of the assigned task, he/she may return to their classification of record. Temporary Supervisors shall not take personnel disciplinary actions or have access to personnel or attendance records or perform Bargaining Unit work while in the capacity of a temporary supervisor. Temporary is defined as not to exceed six (6) months of continuous assignment.
- 3.5 At the time of ratification of this contract, all ESS qualified Mechanics and Electricians that continue to maintain the ESS qualification and satisfactory work performance of the 7BU ESS qualification will continue to be paid at the 7BU rate. Employees shall continue to be paid at the 7BU rate during any period of partial disqualification. The 7BU classification, for upgrade purposes, shall apply to the Essential Support Systems (ESS) within the PSU building. All new hire Crafts or persons upgraded to a craft position will be paid the 6BU rate. The number of future 7BU upgrades shall be determined by the Company and shall be offered, based on seniority of the craft.
- 3.6 All new hire Laborers or persons upgraded to the classification of Laborer will be paid the 2BU rate. The number of future 2BUs will be determined by the Company and will be administered per Article 15.5. The 5BU Laborer classifications will perform 2BU Laborer responsibilities plus the additional work tasks listed below. These 5BU positions will not adversely affect the job security of the journeyman classifications. The number of future 5BU shall be determined by the Company and shall be offered, based upon seniority from the 2BU classification.

At the time of ratification of this contract, all Laborers classified as 5BU that maintain satisfactory work performance of the 5BU associated skilled crafts tasks will continue to be paid at the 5BU rate. Employees shall continue to be paid at the 5BU rate during any period of partial disqualification.

5BU Waste Laborer

The 5BU waste laborer job responsibilities will include the following skilled craft tasks associated with the processing, storage, and shipment of waste. These positions will not change jurisdiction of any of the craft classifications.

*MC 12/22/14
KS 12/22/14*

- Painting associated with, stenciling and paint touch-up, and associated preparations for waste packaging and the shipping of waste containers. This applies to cargo containers, metal waste boxes, drums and wooden boxes. This does not apply to items being received through Quality Control (QC) receipt inspection prior to release for site use.
 - Disassembly and reassembly of equipment/components for waste disposition and disposal (D&D) including the use of small, simple equipment as needed, i.e.; pumps, blowers, hand tools etc. but excluding the use of large equipment such as trucks, forklifts and cranes, etc..
 - Waste/Storage container (not for reuse, excluding inventory) access and fastener installation/removal (e.g., screws, bolts).
 - Installation, maintenance, field repair and sealing of waste containments/bags.
 - Waste container preparation including minor field repairs (excluding: welding, grinding, tapping and machining), assembly and installation of prefabricated support equipment (for immediate use), excluding tie down equipment.
 - Installation and field modification of prefabricated cribbing.
 - Assembly and disassembly of prefabricated hard-wall barriers.
 - Banding installation, and removal.
 - Assist crafts in the performance of their duties which are not specified.
- ❖ Assist is understood to mean performance of Journeyman work by a Laborer where the performance of work wouldn't require the independent use of an additional craft Journeyman to complete the work assignment.
 - ❖ Limited training: specific qualification that will have to be completed prior to position assignments, such as lockout/tagout and other associated environmental, safety, and lifting and handling procedures.
 - ❖ NRF recognizes that use of waste handlers for each of these tasks will be limited to work directly related to waste processing and shipping.

5BU Maintenance/Cranes Laborer

The 5BU maintenance and cranes laborer job responsibilities will include all 2BU tasks plus the following skilled craft tasks required to complete their programmatic and non-programmatic tasks. These positions will not change jurisdiction of any of the craft classifications.

It must be made very clear that those individuals assigned to tasks must be qualified to comply with all local rules and procedures in the areas of safety, environmental, and procedural mandates.

The 5BU's assigned to Maintenance & Cranes processes will be limited to performance of work directly for the cranes or maintenance processes respectively.

- Painting associated with stenciling and paint touch-up.
- Printing and applying labels for load test/maintenance inspection.
- Banding materials associated with the maintenance process, such as recycling batteries.

*me/12/22/14
ES 12/22/14*

- Operation of NRF cranes during trouble shoot and repair operations. Note: crane without load, excluding vendor support.
- Operations of tractors for snow removal to maintain NRF walkways.
- Performance of simple tasks to lawn, snow removal, portable ventilation and pumping equipment. These simple tasks could include checking and adding oil, airing or replacing flat tires and minor adjustments.
- Assist crafts in the performance of their duties which are not specified.

❖ Assist is understood to mean performance of Journeyman work by a Laborer where the performance of work wouldn't require the independent use of an additional craft Journeyman to complete the work assignment.

❖ Limited training: specific qualification that will have to be completed prior to position assignments, such as lockout/tagout P.A.E., incidental crane operator and other associated environmental, safety, and lifting and handling procedures.

3.7 Annual performance appraisals shall be based on an individual's performance and shall not be subject to rating distributions.

*ME 12/22/14
KS 12/22/14*

ARTICLE 4
NO STRIKE / NO LOCKOUT

- 4.1 During the term of this Agreement, there shall be no strike, sympathy strike, picketing, work stoppage, slow down, interference with the work or other disruptive activity which restricts or interferes with operations for any reason. Any such activity that impacts the Company, or failure of the Council or employee to cross any picket line at the INL, is a violation of this Agreement.
- 4.2 The Company will not cause or engage in any lockout.
- 4.3 The Council shall not sanction, aid or abet, encourage or continue any activity described in 4.1 above and shall undertake all reasonable means to prevent or terminate any such activity.
- 4.4 Any employee who participates in or encourages any activities described in 4.1 above, and interferes with the normal operation, shall be subject to disciplinary action, up to and including discharge. Such employee shall also be subject to loss of pay and all benefits during the period of participation in such action with the exception that an employee may retire and receive pension and savings benefits if enrolled.

mc 12/22/14
ES 12/22/14

ARTICLE 5
CONDUCT OF BUSINESS

- 5.1 The Company will recognize the Council President, a Chief Steward, an Assistant Chief Steward, or a council designated alternate and will discuss Council business related to this contract only with and in the presence of two (2) such representatives unless an increased number is mutually agreed upon. Workplace meetings will not be included in the category of Council business. These positions will be filled by employees within the bargaining unit. The Council will give the Company five days notice of any change in its representatives. All authorized time spent in meetings with the Company per Article 5.1 will be paid at the appropriate rate and not counted towards time allocated per Article 16.
- 5.2 The Company shall recognize a Council Grievance Committee consisting of not more than three persons, two of whom shall be employees of the Company: the Chief Steward (Chair); the Assistant Chief Steward (Vice-Chair); the aggrieved employee or an alternate for one of them. This Committee shall be recognized by the Company as having full authority to settle, on behalf of the Council, any matters within the purview of the grievance procedure of this Agreement (Article 16)
- 5.3 The Company will designate a negotiating team of not more than six (6) of its representatives, one (1) of whom will be a non-negotiating recording secretary and the Council will designate a negotiating team of not more than six (6) people, one (1) of whom will be a non-negotiating recording secretary, the majority of whom will be employees of the Company for the purpose of considering any successor Agreement and any formal change to this Agreement. Either party may at any time change said representatives, provided that neither party will be represented by more than six (6) persons. The Company agrees to pay the Council members at the appropriate rate for Two (2) days preparation time and thirty (30) days in actual negotiations with the Company. Any additional time spent in preparation or negotiations beyond these maximum listed above are unpaid. It is not the intent of this Article to impinge on either the Council's or Company's right to enlist outside help.
- 5.4 The Company recognizes that it may be necessary for other representatives of the Metal Trades to have access to NRF for the purpose of administering this contract. When the Council identifies such a need, the Chief Steward will make the request in writing to the Manager of Labor Relations at least ten (10) working days prior to the requested visit. When such request is approved, a member of NRF management and Eastern Idaho Metal Trades Council will provide escort. The request time may need to be lengthened for security reasons.

mcc 12/22/14
KS 12/22/14

- 5.5 Officers or representatives of the Council will obtain authorization from their immediate manager/supervisor prior to conducting Council business on the NRF site during working hours. All Council business with the Company outside the grievance procedure (Article 16) is paid and will be appropriately coded by the employee in the "Time and Attendance System". The intent of this provision is not to inhibit the business of either the Council or the Company and will be administered in a fair and reasonable manner.
- 5.6 Officers and representatives of the Council shall obtain written authorization from NRF Labor Relations prior to conducting Council business off the NRF site during their normally assigned working hours. This time will be unpaid and appropriately coded by the employee in the "Time and Attendance System". The intent of this provision is not to inhibit the business of either the Council or the Company and will be administered in a fair and reasonable manner.
- 5.7 The Company shall recognize up to ten (10) shop stewards comprised of bargaining unit employees. These shop stewards will be identified to the Company in writing by the Council. The Council will give the Company five days written notice of any change in its shop stewards.

mc 12/22/14
ks 12/22/14

ARTICLE 6
COUNCIL MEMBERSHIP

6.1 Membership - Membership in the Council will be on a voluntary basis for employees of the Company who are regularly assigned to positions covered by this Agreement.

6.1.1 The Council agrees there will be no solicitation of employees for Council membership on Company premises during working hours by the Council or its members. The Company will agree to allow the chief steward or one designated representative time to give all new employees covered by this agreement a Council orientation explaining the Eastern Idaho Metal Trades Council. This orientation will not exceed 30 minutes.

6.1.2 The Company and Council agree that in the event Idaho's "Right to Work Law" is repealed, the provisions of Article 6, Agency Shop, that were in effect prior to the negotiated changes of 1987, will be reinstated as may be permitted under State law.

6.2 Definitions

6.2.1 "Dues" - Membership dues and initiation fees will include only that regular payment required of members which has been designated as membership dues and initiation fees pursuant to the Council constitution and bylaws in conjunction with the employee's designated local affiliate. Excluded specifically from such authorizations are fines, penalties, contributions, assessments, strike assessments, taxes of any kind, or any other type of payment.

6.3 Dues Deduction Authorizations

6.3.1 For the duration of this Agreement, the Company shall deduct from the pay each month Council dues and promptly remit same to the Council for those employees in the bargaining unit whose written and signed authorizations are received by the Company not later than the sixth working day of the month. Such authorizations shall be valid only if submitted on the form set forth below. Deductions will be made from monthly pay.

mc 12/22/14
KS 12/22/14

6.4 Monthly Council Dues Deduction - Authorization Form:

At NRF, where the dues of the Council are established on a monthly basis, the following authorization form with all blanks properly filled in will be used.

Name: _____
(Print) (First) (Middle Initial) (Last)

Effective Date _____ Social Security No. _____

To BETTIS (NRF)

Please deduct from my pay each month my monthly dues as a member of the EIMTC, A.F.L. - C.I.O., in the amount of \$ _____ certified to you as being the membership dues of such Council. Remit the amount so directed to such Council in accordance with this authorization and assignment. In addition, please deduct my initiation fee of \$ _____ as part of the first month's deduction of membership dues and remit same to said Council. This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice to you by individual registered mail, postmarked or received by Labor Relations, either (a) during a period from the first October 25 to the first October 31, both inclusive, after the effective date of this authorization, (b) during the same period of each year thereafter, or (c) after the termination date of the Agreement between BECHTEL MARINE PROPULSION CORPORATION and the Eastern Idaho Metal Trades Council. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to Council dues, or initiation fees.

I agree to waive any claim against the Company, other than one based upon a clerical error, that may arise because of this assignment and authorization.

Department Badge No.

Employee Signature

6.5 Notice of Changes in Dues

6.5.1 The Council shall notify Labor Relations by certified mail prior to thirty (30) days of the effective change of any change in the sum of money to be deducted as dues pursuant to the authorizations set forth above.

*MC 12/22/14
KS 12/22/14*

6.6 Starting Deductions

6.6.1 Deduction Authorizations

6.6.1.a Deductions for employees who submit authorizations by the sixth working day of the month will be commenced in the month of receipt of the authorization. The date of receipt will be recorded on the authorization by the Company, and such record shall be conclusive on all parties concerned. All authorizations received after the sixth working day of a calendar month will be included in the deductions for the following month.

6.6.1.b Deductions will be made from the monthly pay. Collection of any back dues owed at the time of a starting deduction for any employee will be the responsibility of the Council and will not be the subject of payroll deduction.

6.7 Delinquencies

6.7.1 If an employee does not have sufficient earnings for payment of dues after other deductions for the month, dues will not be deducted by the Company from pay in any subsequent month. If a member does not receive pay during the month, dues for the month will not be deducted by the Company from pay in any subsequent month.

6.8 Adjustment of Errors

6.8.1 Except where the Company has made a clerical error in the deduction of dues which will be adjusted promptly by the Company, any question as to the correctness of the amount deducted shall be settled between the employee and the Council. The Council shall indemnify the Company and save it harmless against any and all suits, claims and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Article 6 or in reliance on any authorization form or information furnished to the Company under such provisions.

6.9 Reinstatements

6.9.1 Employees who return to the active payroll from sickness or leave of absence shall have dues deductions automatically reinstated upon return to work, providing their individual written and signed authorization for the deduction is still in effect. When an employee is rehired in the unit Article 6 applies. In all cases, however, reinstatement of the dues deduction authorization will be made only if the authorization form previously signed is that which is currently in use in the bargaining unit.

*me 12/22/14
ks 12/22/14*

6.10 Contact with the Council

6.10.1 One (1) employee, administering the Payroll function at NRF, will be designated to confer with an individual designated by the Council and clear all questions regarding the detail of record and reconciliation of deduction of dues.

6.11 Reports and Remittances to the Council

6.11.1 Monthly Deduction Authorization

6.11.1.a Within fifteen (15) days after the pay day for the month, a check or electronic transfer for the total deductions made in that pay period shall be sent to the Council with a substantiating list attached.

6.11.1.b Each list of deductions sent to the Council shall show for all bargaining unit employees on the active roll for whom deductions have been made: (1) name and (2) amount of the deduction from each individual employee.

6.11.1.c Included in the list accompanying remittance to the Council will be a summary indicating the total amount deducted and the number of employees from whom dues/deductions were made.

6.11.1.d Withdrawal Report - On or before November 7 of each year, Labor Relations will furnish the Council with a list of employees who have revoked their deduction authorization during the preceding revocation period of October 25th to October 31st.

6.11.1.e New Hires - The Labor Relations Department shall notify the Secretary/Treasurer of the Council, in writing, of all new hires assigned to positions listed on the EIMTC Salary Rate Schedule within thirty (30) days of employment.

*mc 12/22/14
KS 12/22/14*

ARTICLE 7
MEDICAL/ADMINISTRATIVE TIME OFF and ABSENTEEISM

7.1 The Company and Council recognize that a major first step toward improving productivity is to minimize absenteeism. Absenteeism disrupts operational efficiency and reduces the effectiveness of employees who report for work, but is a correctable problem. The Council will be notified of employees with excessive absenteeism records.

7.2 Responsibilities

7.2.1 NRF Department Managers – Management will (1) ensure the appropriate absence code is entered for all absences; (2) monitor employee attendance trends; (3) ensure accurate record of hours worked and absences in “Time and Attendance System”; (4) remind employees that, when possible, they should schedule routine medical appointments for scheduled days off, early in the workday, or late in the workday to minimize the impact on scheduled work; (5) schedule and control PeTO and floating holidays for all employees as defined by Articles 7, 12 and 14; (6) counsel or discipline employees who have excessive absences as determined by the Company. Per the table below hours of unpaid time off (other than approved, unpaid Union business, unpaid FMLA time, unpaid furlough, disciplinary furlough or personal leave of absence) in a rolling twelve (12) month period will be the low threshold trigger for a manager to review an employee’s attendance to determine whether a pattern of attendance abuse may warrant graded disciplinary actions. At the employee’s request, a representative of the Council will be included in a discussion to assist the employee in correcting attendance.

Calendar year	Hours
2014	Eighty (80)
2015	Seventy one (71)
2016	Sixty two (62)
2017	Fifty three (53)

7.2.2 Employees – The employee will: (1) maintain acceptable attendance; (2) notify his or her immediate supervisor/manager of an anticipated absence as far in advance as practical; (3) in an emergency situation when advance notice is not possible, notify immediate supervisor/manager as soon as possible on the first day of absence; (4) explain the reason for the absence and the expected duration; (5) report to NRF Medical for return to work authorization if absent for five consecutive days; (6) notify the Disability Case Manager within seven calendar days of onset of illness or injury that involves extended absence; (7) maintain and approve accurate “Time and Attendance System” electronic time cards on a weekly basis.

*MC 12/22/14
KS 12/22/14*

- 7.3 Employees represented by the EIMTC will participate in the Medical Time Off (MTO) program provided by BMPC, including the following:
- 7.3.1 MTO may be used for illness, injury, or medical appointments for the employee or the employee's immediate family, or it may be used for the birth, placement, or adoption of a child.
 - 7.3.2 The MTO bank of each employee will be credited with 40 hours of MTO on their first day of employment.
 - 7.3.3 All employees will accrue on a pro rata basis each accrual period a total of 40 hours of MTO in a 12-month period. Employees accrue 1 hour 40 minutes of MTO on each of the 24 accrual periods.
 - 7.3.4 Employees may carry over into the next calendar year a maximum of 120 hours of unused accrued MTO. Employees will continue to accrue MTO hours per 7.3.4 to a maximum of 160 hours during the year.
 - 7.3.5 MTO is not accrued during unpaid personal leaves of absence and long-term disability.
 - 7.3.6 Employee absences are debited from the MTO bank, time is recorded in 1/10th of an hour (6 minutes) increments such that the increment of time will be rounded down to the preceding 6 minute interval.

Punch Out Time Ranges (Starting from the top of the hour)	1/10 Hour Equivalents (Hours worked in Time and attendance system)
00 01 02 03 04 05	.0
06 07 08 09 10 11	.1
12 13 14 15 16 17	.2
18 19 20 21 22 23	.3
24 25 26 27 28 29	.4
30 31 32 33 34 35	.5
36 37 38 39 40 41	.6
42 43 44 45 46 47	.7
48 49 50 51 52 53	.8
54 55 56 57 58 59	.9

7.3.7 Employees terminating employment, including retirement, will not be paid for unused MTO.

7.3.8 Applicability with Disability

An employee absent, due to their own illness or personal injury, for greater than 40 continuous scheduled work hours may become eligible to receive their base salary under the Extended Salary Payments Program. The first 40 hours of time off for an extended disability absence will be charged against the employee's MTO bank.

7.4 Employees represented by the EIMTC will participate in the Administrative Time Off (ATO) program provided by BMPC, including the following:

*mc 12/22/14
ks 12/22/14*

7.4.1 Site closures (due to inclement weather, utility failure, or similar circumstances)
The decision to close NRF will be made by the Site Manager or his designated alternate. Full time and part time employees will be paid for the time absence due to site closures if they were scheduled to work at the time of the closure.

7.4.2 Military Service

Annual military training encampment duty, involuntary appearance before the local draft board or a pre-induction physical exam. Military/encampment will be paid but is limited to 120 hours per calendar year excluding paid holidays.

7.4.3 Furlough - A period of non-work without pay where there is an expectation that the individual will be returned to work, other than disciplinary furlough and the individual is not terminated from employment. Also reference Article 15.11

7.4.4 Time off for rest purposes following considerable overtime

Considerable overtime for employees is as follows: Employees who work and who are suffered or permitted to work into a third shift or greater than seventeen (17) hours on a twelve (12) hour shift shall be entitled to paid time off following the completion of that assignment. This paid time off, as used herein, is understood to mean a complete shift. The paid time off will be either eight (8), nine (9) or twelve (12) hours depending on the workday the following day.

It is understood that "work" references the duties performed as part of regular work in the ordinary course of business and activities that are integral part of regular duties.

An activity is considered to be an integral part of work duties, if:

- It is made necessary by the nature of the work performed
- It directly benefits the employer in the operation of its business
- It is closely related to employees other duties

Activities relating to personal needs beyond the scope of JHA requirements are not considered to be an integral part of work duties.

7.4.5 Time off resulting from a change to a later shift

When the employee is not notified of the change at least forty eight (48) hours prior to the starting time of the new shift he/she will receive up to one shift of paid time off.

7.4.6 Bereavement

Employees will be paid up to three days per occurrence (with a maximum of six days per year) for bereavement of an immediate family member to make necessary funeral arrangements, or tend to other matters related to the death that cannot be taken care of outside normal work hours. The period of approved absence need not be taken consecutively.

Immediate Family – The parents (or persons serving in the capacity), mother/father-in-law, grandparents, grandparents-in-law, brother and sisters of the employee or employee's spouse, brothers- and sister-in-law, the employee's spouse and children (natural, stepchildren, adopted, and any other foster children if living in the employee's home), step-parents, grandchildren, sons-in-law, and daughters-in-law.

*mc 12/22/14
ks 12/22/14*

7.4.7 Union Business

Time spent by bargaining unit employees performing Union business will be paid or unpaid per the terms of this agreement. Time spent by bargaining unit employees in meetings at the Company's request, negotiations in accordance with Article 5.3, or at arbitration proceedings will be paid.

7.4.8. Jury Duty

Jury duty or attendance at a proceeding of a court or government agency at the request of the Company or in response to a subpoena served on the employee in a case to which neither he or she nor the Company is a party and in which he or she has no direct or indirect interest will be paid.

7.4.9 Absence at the Company's request due to irregular schedule requirements

A change or return to an earlier shift causing part or all of the shift to be included in the previous day will be paid.

*MC 12/22/14
KS 12/22/14*

ARTICLE 8
HOURS OF WORK

- 8.1 Each employee will be assigned a shift schedule which defines regular shifts, workdays, and rest days. Such schedules will be established by the Company in accordance with work requirements and the provisions of this article. Employees will be notified as far in advance as possible of any changes thereto. Employees who do not receive such notification at least forty eight (48) hours prior to the starting time of the new shift will be paid in accordance with Articles 7 and 9.
- 8.2 Definitions
- 8.2.1 A "day" (i.e., workday, rest day, holiday, etc.), is the twenty-four hour period beginning with the starting time specified by the employee's assigned shift schedule.
- 8.2.2 A "report week" consists of 40 hours worked or credited as worked in a seven day period. The basic work week of a third shift employee may start with a regularly assigned work period which begins before Sunday midnight and extends into Monday. The start of such work period will be considered as Monday under the provisions of Article 9 of this agreement.
- 8.2.3 A "Shift" can be eight (8), nine (9), or twelve (12) hours in length. The employee will be in their assigned work location, ready to work, at the designated start time and leave their work location at the designated stop time.
- 8.2.4 A "straight shift" is a continuous period of time consisting of eight (8), nine (9), or twelve (12) hours.
- 8.2.5 A "day shift" is a shift that consists of eight (8), nine (9), or twelve (12) hours daytime hours.
- 8.2.6 Nonstandard Work Schedule – All work schedules that do not meet the Standard Work Schedule definition. These schedules involve assigned shifts other than Monday through Friday, and may include working more than or less than 5 days or 40 hours in the work week. This is a shift schedule that provides for shifts of twelve (12) working hours.
- 8.2.7 Standard Work Schedule - A work schedule that consists of 40 hours per work week, Monday through Friday, and includes no inherent overtime. A Standard Work Schedules working hours may alternate on a one (1), two (2) or four (4) week basis. This is a shift schedule that provides for shifts of eight (8) or nine (9) working hours.
- 8.2.8 A "back shift" is a shift of eight (8), nine (9), or twelve (12) hours that has an ending time after 9:00 p.m. and before 9:00 a.m. the following day.

mc 12/22/14
fs 12/24/14

- 8.3 An employee assigned to a Standard or Nonstandard Work Schedule will not leave his/her work station until the oncoming employee has been fully briefed on the current status of his/her duties unless otherwise directed.
- 8.4 In computing hours worked on late arrivals, early departures, and for overtime in connection with attendance control, an employee will be credited with time worked in accordance with Article 9 by swiping his/her security badge through the digital collection terminal located in the security gatehouse. When an employee enters before or departs after the authorized scheduled time, the digital collection terminal entry into the time and attendance system may be edited to reflect only the authorized time.
- 8.5 An employee assigned to a Standard or Nonstandard Shift Schedule will be permitted to eat as near the middle of the regular shift as practicable (refer to Article 9.10). The time will be designated by the manager/supervisor so as not to interfere with the work progress.
- 8.6 Local conditions may make desirable a schedule or shift different from those outlined in this article. Such variations will be a matter for collective bargaining. Both the Company and the Council will negotiate the shift and associated premium pay rules necessary to support product flow.

The Company reserves the right to unilaterally alter the start and stop times up to one hour, as necessary to support Program needs with the understanding that the base 8, 9, and 12 hour shifts and associated premium pay rules will remain in affect. Any variations in the length of shifts or associated premium pay rules will be a matter of collective bargaining. When utilizing the one hour change, the Company will first review with the Council: timing, shift duration, business reasons for considering the shift starting time, and impact to the workforce.

8.8 Work Shift Schedules

Shifts may be rotated or alternated on a frequency which minimizes staffing on one shift. Shifts may be rotated or alternated as necessary to support production needs.

<u>Work Shift Schedule</u>		<u>Shift Time*</u>	<u>Work Schedule Definition</u>
1	(b)	0645-1510	Straight shifts, Monday-Friday (5x8-Standard Work Schedule)
	(b)	1500-2300	
	(b)	2300-0700	
	(b)	0645-1510	Straight shifts, Monday-Friday alternate weekly (5x8-Standard Work Schedule)
	(b)	1500-2300	
	(b)	0645-1510	Straight shifts, five days Monday-Friday alternate weekly (5x8-Standard Work Schedule)
	(b)	1500-2300	
	(b)	2300-0700	
	2	(a)	0645-1915
(a)		1845-0715	
(a)		0645-1915	Twelve-hour daytime rotating shifts worked on a four day rotation shift schedule basis (4x4-Nonstandard Work

*MC 12/22/14
KS 12/22/14*

Schedule)

- | | | | |
|---|-----|-----------|---|
| 3 | (d) | 0645-1610 | 9/80 straight/alternating shifts Monday through Thursday-Standard Work Schedule |
| | (d) | 0645-1510 | 9/80 Working Friday days (every other Friday off) straight or alternating shifts. -Standard Work Schedule |
| | (c) | 2245-0745 | 9/80 straight/alternating mid (night) shift Monday through Thursday-Standard Work Schedule |
| | (c) | 2245-0645 | 9/80 working Friday mid (night) (every other Friday off) straight or alternating-Standard Work Schedule |
| | (c) | 1445-2345 | 9/80 straight/alternating swing shift Monday through Thursday-Standard Work Schedule |
| | (c) | 1345-2145 | 9/80 Working Friday swings (every other Friday off) straight or alternating-Standard Work Schedule |
| 4 | (a) | 0645-1915 | 12 hour rotating shifts worked on a 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off, on a two week alternating cycle. (2x3-Nonstandard Work Schedule) |
| | (a) | 1845-0715 | |
| | (a) | 0645-1915 | 12 hour rotating day shift worked on a 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off, on a two week cycle. (2x3-Nonstandard Work Schedule) |
| | (a) | 1845-0715 | 12 hour rotating mid shift worked on a 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off, on a two week cycle. (2x3-Nonstandard Work Schedule) |

Shifts may be rotated or alternated on a frequency which minimizes staffing on one shift.
Shifts may be rotated or alternated as necessary to support production needs.

***Note: Description of Meal Periods**

- (a) One paid thirty (30) minute break and one unpaid thirty minute 2nd break
- (b) Day shift twenty-five (25) minute unpaid break, back shift paid break
- (c) Twenty-five (25) minute paid break
- (d) Twenty-five (25) minute unpaid break

*me 12/22/14
FS 12/22/14*

ARTICLE 9
PREMIUM PAY

9.1 Overtime:

- 9.1.1 Hours worked or credited as worked in excess of 40 hours in an employee's workweek will be paid at 1.5 times the employee's hourly rate.
- 9.1.2 Hours worked or credited as worked in excess of 60 hours in an employee's workweek will be paid at 2.0 times the employee's hourly rate.
- 9.1.3 Seventh Consecutive Day Premium – If not otherwise paid as holiday premium or overtime in accordance with 9.1, all hours worked on the seventh consecutive day will be paid at 2.0 times the employee's hourly rate provided that: (1) the employee worked or was credited for working at least 48 hours during the six prior work days and (2) the employee worked or was credited for working at least 8 hours on the sixth consecutive work day. Once a seventh day payment has been applied, the consecutive day count will start over. If the hours worked are paid as holiday premium or as overtime at 1.5X in accordance with 9.1.1 above, this seventh day premium will provide an additional 0.5 times the employee's hourly rate on that time worked. This premium does not apply to hours already paid as overtime at 2.0 times the employee's hourly rate in accordance with 9.1.2 above.
 - 9.1.3.1 Taking both holiday and seventh consecutive day premium pay into account as well as overtime, the highest effective hourly rate that will apply to hours worked by a nonexempt employee is 2.0 times the employee's hourly rate.
- 9.1.4 Time credited as hours worked for the purposes of calculating overtime include all time worked and all paid time off.

- 9.2 Nonstandard Work Schedule Adjustment - Employees regularly assigned to a 12-hour shift schedule (4x4, or 2x3) will be paid a 3% supplemental base pay adjustment. This pay adjustment will cease when the employee is removed or transferred from this Nonstandard Work Schedule assignment.
- 9.3 When it is necessary for the Company to cancel scheduled overtime work, the employee will be given notice of such cancellation at least nine (9) hours prior to his/her scheduled overtime reporting time. If less than nine (9) hours notice is given, the employee may either accept the cancellation or work the overtime at the proper overtime rate. This provision does not apply when an employee is requested to work unscheduled holdover overtime.
- 9.4 Hours worked by an employee on observed holidays will be paid at the overtime rate of one and one-half times the employee's straight time rate. Such payment is in addition to the employee's regular salary.

mc 12/22/14
fs 12/22/14

- 9.5 Employees working a backshift will receive a 10% night turn bonus.
- 9.5.1 Employees regularly assigned to day shift who work a back shift and then continue into their regular shift will not receive a night turn bonus for the dayshift hours worked. Conversely, employees regularly assigned to a back shift who continue working into day shift will receive a night turn bonus for the day shift hours worked.
- 9.5.2 The applicable night turn bonus will apply to holiday and PeTO payments if the employee would have received such premium had he/she worked. It will not apply to other absences.
- 9.6 The Company will assign overtime by classification as equally as practicable. A record of overtime assignments shall be kept and made available to the Council and/or Steward for examination. The official overtime list will be maintained by management. A represented member may be assigned, with the agreement of the Company and Council, to assist maintaining the overtime list.
- 9.6.1 The overtime list will be on a format acceptable to both the Council and the Company.
- 9.6.2 The overtime list will be available for inspection at all times.
- 9.6.3 Total hours worked will be identified with the prefix "W". Total hours refused will be identified with the prefix "R".
- 9.6.4 When overtime occurs, any MTO or unpaid ATO absences will be charged to the absent employee if he/she is the lowest on the overtime list or becomes low because of the refusal of other employees.
- 9.6.5 No refusals will be given to an employee for PeTO or paid ATO absences.
- 9.6.6 No employees will be charged for overtime if it occurs during their regularly assigned schedule.
- 9.6.7 Employees who have become fifty (50) hours lower than the lowest man on the list will be averaged back into the list (average by adding the high man's total number and the lowest man's total number not needing averaged back in, and divided by 2).
- 9.6.8 Employees who are assigned to a twelve (12) hour shift will be given a refusal for a MTO only the day after the employee's last day of work.
- 9.6.9 New or upgraded employees will be added into the overtime list with the same amount of hours as the high man.
- 9.6.10 When two or more employees have the same amount of hours, the senior man will be the low man. In the case of an involuntary overtime, then the junior man will be the low man.

*me 12/22/14
ES 12/22/14*

- 9.6.11 If employees do not wish to work overtime the day before their scheduled PeTO day, they will not be charged.
- 9.6.12 At the beginning of each calendar year, the overtime accounting records will be adjusted by assigning zero to the low man of each craft. Other personnel within the same craft will then be adjusted to indicate the number of hours by which they exceed the low man.
- 9.6.13 The Company at its discretion may skip an employee on the overtime list because of special qualifications, job continuity, medical, and/or safety restrictions. Any employee who is skipped on the overtime list because of this will not be charged. Job continuity will apply to unscheduled overtime when turnover to the low man may generate a safety concern or unreasonably extend the duration of the job.
- 9.6.14 For scheduled overtime, all crafts having jurisdiction over the work will be contacted first.
- 9.6.15 All qualified Bargaining Unit Operators and Riggers who work directly in Product Line operations may be scheduled for Product Line Operations overtime, up to thirteen (13) hours per day, affixed to the beginning or end of the regularly assigned shift, on an infrequent and not to exceed one week duration for work at ECF or in the Dry Storage Operations. The Company shall run the overtime list once prior to the scheduled overtime work.
- 9.6.16 For unscheduled overtime with less than three (3) hours notice before the end of a shift, all crafts having jurisdiction on site will be contacted before management contacts crafts that are not at work or upgrades.
- 9.6.17 Any overtime hours worked, regardless of classification, will be charged to the employee's regular list.
- 9.6.18 Employees shall provide their manager/supervisor a current telephone number for the purpose of maintaining an overtime list.
- 9.6.19 Voluntary "Overtime Availability Request Lists"
- 9.7.19.1 The Company may post a voluntary overtime request list (on a format and a location acceptable to both parties) allowing an employee to declare his/her availability to work an overtime prior to the Company requesting the overtime shift. Weekly, employees will sign the list for each day they are available to work. If overtime is requested, all eligible employees who do not sign the "Voluntary Availability List", will be charged with a refusal and an (R) will be entered on the overtime list.
- 9.7.19.2 If more or less overtimes are required than the number of employees signed up on the "Voluntary Availability List", overtime will be administered per Article 9.6.

ML/2/22/14
10/12/21/14

- 9.6.20 Scheduled or unscheduled overtime shall be offered to the lowest qualified employee.
- 9.6.21 While on scheduled, PeTO or floating holiday, employees will not be eligible to work overtime until their next regularly scheduled work day. During the Company's scheduled holiday shutdown, employees using PeTO, or floating holiday will be eligible to work overtime.
- 9.6.22 When an employee is skipped for overtime other than per 9.6.13 above, the employee will be allowed to work an equivalent shift of overtime as designated by the supervisor and agreed upon by the employee. Total hours allowed to work per this paragraph will not exceed the original hours offered. Any employees skipped but not allowed to work will not be charged.
- 9.7 Notification to an employee by the Company of the need to work overtime sixteen (16) hours or more in advance of such overtime or if the employee is at home or goes home prior to the overtime, constitutes scheduled overtime. No time will be deducted for eating lunch during overtime work, it being understood the time consumed in eating lunch will not exceed thirty (30) minutes.
- 9.8 When at the employer's direction, an employee whose assigned shift has an unpaid break and works through their lunch period beyond 1300 (9 and 8 hour day shifts) or 1730 (12 hour day shift) or 0530 (12 hour mid shift) shall be paid at the appropriate rate for such period. He/she will also be allowed reasonable time for eating his/her lunch later, not to exceed thirty (30) minutes, without any loss of time resulting.
- 9.9 If due to unusual circumstances such as road closures due to adverse weather, site emergencies, etc., employees required to work beyond their regular shift schedule will be paid in accordance to the provisions outlined in Article 9.1
- 9.10 Paid time while away from the normal work location in a "travel" status, will be counted as time worked for pay purposes and when determining whether and employee is eligible for overtime payment with the following guidance:
- 9.10.1 Trip is completed in one day and no overnight stay is required: All hours spent traveling count as hours worked and are credited towards overtime.
 - 9.10.2 Trip is for more than one day and overnight stay is required: Only hours spent traveling during the employee's normally scheduled working hours during work days or non-work days count as hours worked and are credited towards overtime.

MC 12/22/14
KS 12/22/14

ARTICLE 10
CALL-IN TIME

- 10.1 Employees who are called in outside of their regularly scheduled work hours will be paid for at least four (4) hours. Employees called into work for hours adjoining their regular shift will be paid for actual time worked.
- 10.2 If the employee has qualified for overtime premium pay in accordance with Article 9 such payment will be made for the minimum hours or actual hours as provided above.
- 10.3 Anytime an employee (not at work) is called in to work by management, with less than sixteen (16) hours notice and drives his or her own personal vehicle, the employee will be paid the Company mileage rate in existence at that time for round trip mileage from the established Company mileage table.

MC 12/22/14
KS 12/22/14

ARTICLE 11
NOTICE OF TERMINATION

- 11.1 An employee desiring to terminate his/her employment will give two weeks notice unless he/she has less than one year's service, in which case he/she will give only one week's notice.
- 11.2 An employee on the Company's active roll who is released involuntarily, unless discharged for cause, with less than two (2) years service will be given two (2) weeks notice or two (2) weeks pay. An employee on the Company's active roll who is released involuntarily unless discharged for cause, with at least two (2) years service shall be paid according to Bettis "Employee Security and Protection Plan."

MC 12/22/14
KS 12/22/14

ARTICLE 12
Personal Time Off (PeTO)

- 12.1 The PeTO periods of employees will be arranged so that they do not unreasonably interfere with the operations of the Facility.
- 12.2 Employees should submit to their manager/supervisor not later than the first Monday of March of each year a plan for their PeTO during that year.
- 12.3 Insofar as practical, employees will be permitted to take a PeTO period satisfactory to them. Preference will be given to employees in order of seniority, for PeTO periods planned by the first Monday of March of the year, where more employees in the same position request the same PeTO period than can be permitted to be absent. PeTO requests submitted following the first Monday of March will be approved on a first in, first approved basis.
- 12.4 When necessary by reason of the work program, the Company may schedule all or any designated number of employees to take PeTOs during a plant wide shutdown.
- 12.5 Eligibility for Personal Time Off (PTO)

Schedule A

Employees with original hire dates prior to February 1, 2000, who elected to remain on the vacation schedule that allowed a maximum of six weeks of vacation at 30 years of service.

Schedule B

Employees with original hire dates on or after February 1, 2000, or those hired prior to this date who irrevocably selected the vacation schedule that allowed a maximum of five weeks of vacation at 20 years of service.

Schedule C

Employees with original hire dates on or after January 1, 2012, or those hired prior to this date who irrevocably selected this schedule.

*MC 12/22/14
KS 12/22/14*

12-Month Personal Time Off Eligibility (Hours)			
Effective Date of 6/1/2012			
Years of Total Employment Service	Schedule A Deposited on January 1st	Schedule B Deposited on January 1st	Schedule C 12-Month Total*
Upon hire	N/A	N/A	120 with 40** Initial deposit
On or after 3 months	N/A	80	N/A
On or after 3 years	N/A	80	160
On or after 5 years	N/A	120	160
On or after 7 years	120	120	160
On or after 12 years	120	160	160
On or after 15 years	160	160	200
On or after 20 years	200	200	200
On or after 30 years	240	200	200

* Accrual deposit per Article 12.7

** 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).

12.6 Employees on PeTO Schedule A or B

- 12.6.1 Employees will have their entire annual eligibility amount credited to their PeTO bank on their first day of the calendar year as an active employee, until they separate from service.
- 12.6.2 Employees may carry over into the next calendar year a maximum of 80 hours of unused PeTO.
- 12.6.3 Employees will be granted additional hours on their service anniversary date when they become eligible for additional PeTO.

12.7 Employees on PeTO Schedule C

- 12.7.1 Employees with original hire or rehire dates on or after June 1, 2012, will have their PeTO bank credited with 40-hours on their first day of employment. This 40 hour initial deposit represents the PeTO that he/she would be expected to accrue during the first full four months of service and, for that reason, there will be no accruals during those first four months. On the first day of the fifth month of service, he/she will begin to accrue PeTO at a rate commensurate with their 12-month eligibility amount.
- 12.7.2 Employees will accrue PeTO according to the 12-month eligibility amount and there will be two accrual periods per month. On the last day of each accrual period, a deposit will be made into the PeTO bank that represents 1/24th of the employee's total 12-month eligibility amount.

mc 12/22/14
ks 12/22/14

- 12.7.3 During accrual period that contains a service anniversary that results in a change in an employee's 12-month eligibility amount, the employee's accrual rate will change effective the next accrual deposit.
- 12.7.4 Employees on PeTO Schedule C may carry over into the next calendar year unused PeTO equal to their 12-month eligibility amount as of December 31 of the current calendar year.
- 12.7.5 PeTO is not accrued during unpaid personal leave of absence and long-term disability.
- 12.8 Employee's absences are debited from the PeTO bank, time is recorded in 1/10th of an hour (6 minutes) increments such that the increment of time will be rounded down to the preceding 6 minute interval. (reference article 7.3.7 chart)
- 12.9 Employees who announce their separation via retirement may elect to take their PeTO up to the retirement date or have the unused PeTO balance paid to them at the time of separation from the Company.

*MAC 12/22/14
KS 12/22/14*

ARTICLE 13
MUTUAL RESPECT AND CONFIDENCE

- 13.1. The parties to this Agreement recognize that a continuing improvement in the standard of living of employees depends upon technological progress; upon better tools, methods, processes, and equipment and upon a cooperative attitude on the part of all parties in achieving such progress. The parties further recognize the principle that to produce more with the same amount of human effort is a sound economic and social objective.
- 13.2 The Company and the Council recognize that mutual respect and confidence will aid greatly in carrying out the provisions of this Agreement and will also go far toward bringing about the harmonious relations which both desire. The Company and the Council further agree that collective bargaining can best succeed in a friendly atmosphere in which both parties bargain in good faith and with an honest desire to understand each other's point of view and interest.

mcc/col/mf
Kr 12/22/14

ARTICLE 14
HOLIDAYS

- 14.1 There will be eighty (80) hours of holiday per year which will include New Year's day, Memorial day, Independence day, Labor day, Thanksgiving day, the day after Thanksgiving, the day before Christmas and Christmas day. Two of the holidays will be designated as Floating Holidays to be used at the employee's discretion with their supervisor approval.
- 14.1.1 When a designated holiday is on a Sunday, the next regular working day will be the observed holiday.
- 14.1.2 When a designated holiday is on a Saturday, the proceeding regular working day will be the observed holiday.
- 14.1.3 When New Year's Day is on a Saturday or Sunday, the next regular working day will be the observed New Year's Day Holiday.
- 14.2 Employees who are on the active roll as of the last working day before an observed holiday and who earn some salary during the month in which the observed holiday falls will be paid for the holiday.
- 14.3 Observed holidays are defined as eight (8) hours and will be credited as time worked for overtime purposes, except when the observed holiday coincides with a scheduled day of rest.
- 14.4 When an observed holiday falls on an employee's Friday scheduled day of rest on the 9/80 shift schedule, the employee will be granted an additional "floating" holiday to be used at the employee's discretion with their supervisor's approval.
- 14.5 If the Company decides to implement a plant wide shutdown during the Christmas/New Year time period, holidays may be changed to accommodate the shutdown. Employees not required to work may need to save enough PeTO, floating holiday hours, or Furlough absence to cover hours required to be off and not designated as a holiday during the shutdown. The Company will designate the holiday shutdown to be observed prior to January 1 of each year.
- 14.6 Employees may use F (Furlough), FH (Floating Holiday), or PeTO to cover hours not designated as holiday hours.

*MC 12/22/14
CR 12/22/14*

ARTICLE 15
SENIORITY

- 15.1 A new employee shall be on a probationary period for six (6) months from the date of employment, and shall have no seniority rights during the probationary period. The Company will have the indisputable right to lay off or terminate employees without recourse by them beyond Step II of the grievance procedure during the probationary period. Article 16.6 of the grievance procedure does not apply. Upon completion of the probationary period the employee's seniority credit will be calculated from the date of employment.
- 15.2 Seniority credit for lay-off, Furlough and benefits purposes for all employees in the bargaining unit will be the same number of years, months, days the employee has accumulated as Total Employment Service, plus any periods the employee may have been employed in an Excluded Unit as that term is used in the Bettis Pension Plan; provided, however, that an employee's accumulated length of service will not include credit for service that was relinquished by his/her election to receive the Lump Sum Option payment provided under the "Employee Security and Protection Plan" or any similar lump sum severance payment involving relinquishment of seniority rights, and whose service credits have not been restored by repayment in full thereof, nor any additional periods of service credited as a result of any periods of layoff as provided for in subsection 1.7.A(1)(h) of the Pension Plan.
- 15.2.1 Seniority by craft (craft seniority) will be determined by the craft position held by the bargaining unit member at the time of ratification of the seniority amendment (October 6, 1999), whereby, craft seniority for all members will equal the Total Employment Service at the time of ratification and will be credited to the craft position that they hold at the time of ratification. Any movement into another craft position after ratification will result in zero prior time being credited in that craft regardless of any time having been spent in that craft position prior to ratification. This seniority will pertain to matters in which seniority plays a role, except for lay-off and benefit purposes.
- 15.2.2 The Council is responsible for all determinations related to the seniority and standing of the Bargaining Unit. The Company will provide information to assist the Council in making seniority determinations. Within thirty (30) days of the execution of this contract and every six (6) months thereafter, the Council will prepare a seniority roster and distribute it for publication to the Company. Any employee disputing his/her seniority standing, as shown on the published seniority roster, may file a complaint with the Council, within thirty (30) days of the date of the publication. The Council agrees to indemnify the Company for all claims and costs related to actions taken by the Company in reliance upon the published seniority roster, unless the claim results from inaccurate information furnished by the Company.
- 15.2.3 The 7 BU 1 and the 7BU 2 classifications will be grouped with the 6 BU classifications in regards to any layoff. The 7 BU 1 would be grouped with the 6 BU 3 and the 7 BU 2 would be grouped with the 6 BU 1 classifications. If a reduction of any kind were to occur in one of these particular crafts, the least

senior employee, regardless of being a 6 BU or a 7 BU would be the employee displaced.

15.3 When a reduction in force is to be made, probationary employees in an affected classification shall be first laid off. Should further reductions in force be necessary, the below listed procedure will be followed:

15.3.1 Reductions in force affecting Code 6, or Code 7 classification, as listed in the EIMTC Salary Rate Schedule will be made on the basis of his/her seniority credit. Therefore, an employee with the least seniority credit in the affected classification will be made available for disposition in a case of a reduction affecting any Code 6, or 7 classification. His/her disposition will be accomplished in the following sequence:

15.3.1.a Displacement of an employee with the least seniority in the next lower classification or lateral to an open Code 6 or Code 7 classification per 15.5.3.

15.3.1.b Displacement of an employee with the least seniority credit in Codes 5, 4, 3, 2, then Code 1 classification, provided the employee up for disposition has more seniority credit.

15.3.1.c Layoff and have his/her name added to the Inactive Seniority List. Such an employee may refuse demotion, or lateral transfer, accept layoff, and have his/her name added to the Inactive Seniority List for only his/her last classification.

15.3.2 Reductions in force affecting any Code 1, through Code 5 classification as listed in the EIMTC Salary Rate Schedule will be made based on seniority credit. An employee with the least seniority credit in the effected classification will be made available for disposition which will be accomplished in the following sequence:

15.3.2.a Displacement of an employee with the least seniority credit in another Code 5 through Code 2 and then Code 1 classification, provided the employee up for disposition has more seniority credit, or

15.3.2.b Layoff and have his/her name added to the Inactive Seniority List.

If any such employee refuses lateral transfer or demotion, he/she will be considered as having voluntarily quit. There are two exceptions to this rule: 1) if the demotion is to a job at a classification lower than that to which the employee was originally hired, or 2) if the refusal to laterally transfer or demote prevents the layoff of another employee. In either of these cases, he/she will be treated as a layoff.

15.3.3 The following general conditions will apply in any reduction in force:

mcc 12/22/14
ES 12/22/14

15.3.3.a Any employee displaced according to the above sequences in 15.3 will be considered as having been affected by a reduction in force and will likewise be made available for the appropriate disposition.

15.4 When an increase in force is to be made, the sequence outlined below will be followed:

15.4.1 An employee who previously held the classification and was demoted from it within the last two (2) years as a result of a reduction in force or laid off as a result of a reduction in force will be promoted or recalled from the Inactive Seniority List according to the following:

15.4.1.a If the position opening is for a Code 6, or Code 7 classification, the employee with the most seniority credit and who has worked in the classification will either be promoted or recalled.

15.4.1.b If the position opening is for a Code 2 through 5 classification, the employee with the most seniority credit will be promoted; or, if no such employee is available for promotion, the employee with the most seniority credit will be recalled.

15.4.1.c If the position opening is for a Code 1 classification, the employee with the most seniority credit will be recalled.

Refusal to accept any such promotion as offered above will result in the loss of such a promotional opportunity in the future. Refusal by an employee on the Inactive Seniority List to accept any such position as offered above will result in his/her name being removed from the Inactive Seniority List.

15.4.1.d If the open position is Code 5 or below and cannot be filled according to Paragraph (a) of this 15.4 Section, a bargaining unit employee will be upgraded. In such upgrading, consideration shall be given to the employee's qualifications for the higher classification, work record, and seniority credit.

For Code 6 and 7 positions, Management and the Council recognize that maintaining a high skill and experience level of crafts persons is paramount to maintaining efficiency and safe, effective operations. For these reasons, NRF management has the right, responsibility and obligation to determine whether or not an open craft position should be filled by an experienced journeyman craftsman who is currently not a member of the bargaining unit.

15.5 In line with the above, NRF management also recognizes that upgrading current bargaining unit employees who meet certain levels of qualification, experience and job performance is an action that has a positive impact on both the employees and the Company. Therefore, in those situations when Management determines that it will upgrade a current bargaining unit employee, the following procedure will be initiated:

ML 12/22/14
ES 12/22/14

- 15.5.1 The open position will be posted for five working days.
 - 15.5.2 Lower coded individuals desiring to be considered for the promotion will apply for the position prior to the closing date.
 - 15.5.3 Journeyman employees desiring to be considered for a transfer to an open position or in situations involving a reduction in force or hardship will apply for the position prior to the closing date. Such requests will be considered only if the position cannot be filled through the upgrade process.
 - 15.5.4 After the posting closing date, Labor Relations will notify the appropriate management of the most senior (craft seniority) lower coded individual to be considered for the upgrade. Management will interview the individual and review his/her qualifications, work performance, experience, educational background, and other pertinent information. Based upon the above, management will determine whether or not the individual will be upgraded to the position. If that individual is not selected, the next name on the list will be identified to management.
 - 15.5.5 When an individual is selected by management, the Council and the individual will be notified.
 - 15.5.6 If the open position cannot be filled through the upgrade process then journeyman who may have applied under 15.5.3 may be considered for a lateral to the open position.
 - 15.5.7 If the open position still cannot be filled according to this Article, an employee will be transferred from outside the bargaining unit or a new employee will be hired.
 - 15.5.8 Where special skill, training, or experience may be lost to the Company by operation of the foregoing provisions in this article, the Company may depart from the rule by delaying the effective date but will explain the circumstances which dictated such action to the Council.
- 15.6 The name of an employee laid off, except one laid off during his/her probationary period, will be retained on the Inactive Seniority List.
- 15.6.1 Former employees will have their names removed from the Inactive Seniority List when the employee has been on the list for a period shown in the following table:
 - 15.6.1.a 6 months of accumulated length of service, but less than one (1) year - 6 months.
 - 15.6.1.b One year but less than two years of accumulated length of service - 1 year.
 - 15.6.1.c Two years but less than three years of accumulated length of service - 1.5 year

*mc 12/22/14
KS 12/22/14*

15.6.1.d Three years but less than four years of accumulated length of service - 2 years.

15.6.1.e Four years but less than five years of accumulated length of service - 2.5 years.

15.6.1.f Five years or more of accumulated length of service - 3 years.

15.7 During the first full calendar week of January of each year or at the beginning of a temporary shift assignment, an employee may request and be considered for transfer to his/her preferred shift, based on seniority credit. Creation of additional crews will originally be staffed at the discretion of the Company. During the first full calendar week of January 2017, an employee may request and be considered for transfer to such crew, based on seniority credit. In 2017, an employee may submit a bid for either shift preference or crew transfer.

Prior to responding to transfer bids, Labor Relations and department management will involve the Union for input and review. The Company may accept, deny, or delay a request based on qualification or adverse effect on efficient operation at NRF.

15.8 At the written request of the Council President to the Manager of Labor Relations, the Council President and/or Vice President and/or Chief Steward and/or Secretary Treasurer and/or Assistant Chief Steward will be permitted to work a day shift within his/her assigned Department. Such officers will be allowed to bump an employee assigned to the same job title, beginning with the least senior in his/her department in order to work day shift. Shift preference will be granted only to the members currently in office. An officer exercising this option will return to his/her appropriately assigned shift once he/she relinquishes officer status unless the involved employees mutually agree to maintain their current shift assignments. This provision is limited to a total of up to three (3) employees currently holding any of the positions listed above as determined by the Company. Any member of the Executive Council listed above and currently assigned to a day shift will not be counted as part of the three permitted to exercise this article.

Upon written notification to Labor Relations, Executive Council members assigned to backshift will be allowed to work dayshift on the day of the monthly scheduled union meeting.

15.9 In the event of a lay-off only the Council Executive Officers (President, Vice President, Secretary/Treasurer, Chief Steward and Assistant Chief Steward) shall have seniority preference within their classification during their term in office.

15.10 Any employee who accepts a temporary supervisor position for a period of 6 consecutive months or more, will lose all bargaining unit seniority rights.

*ME 12/22/14
KS 12/22/14*

- 15.11 BMPC may declare a furlough when business conditions necessitate a reduction in the workforce for a temporary period of time where there is an expectation that all personnel will be recalled for work at some future time.
- 15.11.1 The company will establish the critical functions that need to occur during the furlough and the number of personal needed to perform those functions.
- 15.11.2 Probationary employees in an affected classification shall be furloughed first.
- 15.11.3 The senior most employees that meet the requirements to perform the critical functions will be retained. Retained employees will continue to receive their coded monthly salary during the furlough.
- 15.11.4 Senior employees not retained due to not meeting the requirements to perform a critical function within their classification may displace lower coded less senior retained employees, if the senior employee is qualified for and can perform the function for which the less senior employee was retained.
- 15.11.5 Prior to the furlough period, if reasonable, the Company will put forth an effort to qualify or train senior employees identified for furlough, to perform the critical function.
- 15.11.6 A senior employee that displaced another junior employee shall perform the duties of the displaced employee's jurisdiction during the furlough period. Retained employees may perform their original duties on an infrequent nature. (less than two (2) hours per occurrence)
- 15.11.7 In the event of a furlough up to four (4) of the Council Executive Officers (President, Vice President, Secretary/Treasurer, Chief Steward and Assistant Chief Steward) shall have seniority preference during their term for the critical function they meet the requirements to perform.
- 15.11.8 Non-voluntary absences (i.e. bereavement, personal illness/MTO, military leave, and jury duty or other absences required by law) shall be permitted during the furlough period.

*MC 12/22/14
KR 12/22/14*

ARTICLE 16
SETTLEMENT OF DISPUTES

- 16.1 The Company and the Council shall settle disputes through the following grievance procedure.
- 16.2 The Company shall recognize a Council Grievance Committee consisting of not more than three persons: The Chief Steward (Chairman), the Assistant Chief Steward (Vice-Chairman), and the aggrieved employee or an alternate for one of them. This Committee shall be recognized by the Company as having full authority to settle on behalf of the Council any matters within the purview of the grievance procedure of this Agreement.
- 16.3 A grievance is defined to mean a complaint by an identified employee(s) that in a specific instance he/she has been treated unjustly by reason of a claimed misinterpretation, misapplication, or violation of an expressed provision of this Agreement by the Company. Disciplinary actions involving discharge may be entered at step II of the grievance process. The identified employee(s) must be listed by name on all grievances. Grievances listing identified employee(s) by group or classification descriptions will not be valid.
- 16.4 Any employee who believes that he/she has been unjustly treated may take the matter directly to his/her immediate manager/supervisor within four (4) working days of the occurrence of the event or when he/she should have reasonably had knowledge of the occurrence of the event. If he/she does not receive a satisfactory answer he/she may proceed further in the manner described below. The intent of this section is to solve problems as quickly as possible.
- 16.4.1 If the grievance is to be processed, it will be reduced to writing and submitted as Step 1 to the cognizant manager/supervisor of the group identified in the grievance and the NRF Labor Relations Office within eight (8) working days after the meeting held in Section 16.4. Within eight (8) additional working days, the cognizant manager/supervisor will meet with the aggrieved employee or designated alternate and a member of the Council Grievance Committee to attempt resolution of the Step 1 grievance. The cognizant manager/supervisor shall make written reply to the grievance based upon the results of the meeting and return it to the Chairman of the Council Grievance Committee within eight (8) working days after the Step 1 meeting was held.
- 16.4.2 If the cognizant manager/supervisor's answer is considered unsatisfactory, and, if the grievance is to be processed further, the reason for rejecting the answer shall be stated in writing and submitted to the Department Manager and the NRF Labor Relations Office within eight (8) working days after the date of receipt of the Step 1 reply. Within eight (8) additional working days, the Department Manager or designated alternate will meet with the Council Grievance Committee to discuss the grievance. A written reply will be furnished to the Chairman of the Council Grievance Committee within eight (8) working days after this meeting. This is the Step 2 reply

*MC 12/22/14
K 12/24/14*

- 16.4.3 If the answer of the Department Manager is considered unsatisfactory, and, if the grievance is to be processed further, the reason for rejecting the answer shall be stated in writing and submitted, along with a copy of the grievance, to the NRF Labor Relations within eight (8) working days after the date of receipt of the Step 2 reply.
- 16.4.4 Within eight (8) working days after submission of the written rejection of the Step 2 reply to the NRF Labor Relations Office, the Council Grievance Committee shall meet with the Company Grievance Committee, consisting of the Manager of NRF Labor Relations or Deputy Labor Relations Manager and up to two additional representatives. Within eight (8) working days after this meeting, NRF Labor Relations will furnish the final written answer to the grievance to the Chairman of the Council Grievance Committee. This is the Step 3 reply.
- 16.5 Grievances which are not processed to the next succeeding step within the prescribed time limit shall be considered closed on the basis of the Company's last answer unless the time is extended by mutual agreement. This request for extension and agreement should be submitted in writing and a copy of the agreement kept by both parties.
- 16.6 The Officers or representatives of the Council will be allowed time for investigating or discussing grievances (including time spent in grievance meetings with the Company on or off the NRF site) during their normal assigned working schedule within the requirements of 16.7 below. This time will be paid to a combined total of seventy (70) hours per month for all Officers or representatives of the Council. All hours greater than seventy (70) hours will be unpaid. The Council and Company agree to the utilization of Tuesday afternoon from 1200 to 1600 for any and all business under this Article 16.6 where possible each week. All time allocated per the provisions of this paragraph will be paid at the appropriate rate. The time will be appropriately coded by the employee in the "Time and Attendance System".
- 16.7 Officers or representatives of the Council shall obtain authorization from their immediate manager/supervisor prior to investigating or discussing grievances on the NRF site during working hours. This time will be appropriately coded by the employee in the "Time and Attendance System". The intent of this provision is not to inhibit the business of either the Council or the Company and will be administered in a fair and reasonable manner.
- 16.8 Officers or representatives of the Council shall obtain written authorization from NRF Labor Relations prior to investigating or discussing grievances off of the NRF site during their normally assigned working hours. This time will be unpaid and appropriately coded by the employee in the "Time and Attendance System". The intent of this provision is not to inhibit the business of either the Council or the Company and will be administered in a fair and reasonable manner.

*mc 12/22/14
KS 12/22/14*

ARTICLE 17
ARBITRATION

17.1 Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article 16, and which involves either:

17.1.1 The interpretation or application of a provision of this agreement, may be submitted to arbitration upon written request of either the Council or the Company to the American Arbitration Association or the Federal Mediation and Conciliation Service, provided such request is made within forty five (45) calendar days after the receipt by the Council of the Company's step III grievance answer.

17.1.2 A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed with just cause, may be submitted to arbitration upon written request of either the Council or the Company to the American Arbitration Association or the Federal Mediation and Conciliation Service, provided such request is made within forty five (45) calendar days after the receipt by the Council of the Company's step III grievance answer. For the purpose of proceedings within the scope of 17.1.2 above, the standard to be applied by the arbitrator to cases involving disciplinary penalties (including discharge) is that such penalties shall be imposed only for just cause.

17.2

17.2.1 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. As mutually agreed a copy of the request shall be sent to either the American Arbitration Association or the Federal Mediation and Conciliation Service. (Both organizations hereinafter referred to as the Association.)

17.2.2 Within thirty days after receipt of a request to arbitrate, the receiving party will give its response thereto in writing, with a copy to the Association 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.

17.2.3 If the response agrees to the arbitrability of the dispute, the Association will proceed to process the request in accordance with 17.3. If a response to a request for arbitration disagrees as to arbitrability of the dispute, either party may request a conference to discuss the arbitrability of the dispute, and to seek to resolve the differences between the parties.

17.3

17.3.1 When a request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause, or involves a dispute which the Company admits to be arbitrable, or when a final court judgment shall have ordered arbitration of a request, the parties shall attempt to reach mutual agreement on the arbitrator. If the parties fail to reach such mutual agreement on the arbitrator within a fifteen (15) day period, either party

MC 12/22/14
P 12/22/14

may, but only within ten (10) days thereafter request the Association to submit a list of names from the Association's panels, from which an arbitrator may be chosen.

- 17.3.2 No arbitrator shall be appointed by the Association who has not been approved by both parties unless and until the parties have had submitted to them three (3) lists of arbitrators from the Association's Panels, and have been unable to select a mutually satisfactory arbitrator there from.
- 17.3.3 In the event the arbitrator requests the parties to supply him/her with a stenographic record of the arbitration proceedings, the parties shall equally divide the cost of one copy for the arbitrator. The arbitrator shall have no authority to issue any subpoena or other form of legal process or award to compel either party to produce new evidence (not already presented during processing of the grievance in the grievance procedure) considered by such party to be confidential or not relevant or material to the proceedings, or which is not available. This shall not limit the arbitrator's authority to compel the production of information which this Agreement or Supplement requires either party to provide the other.
- 17.3.4 The arbitrator shall have no authority to make any award requiring payment to any employee for any period more than thirty (30) days preceding the filing of a grievance.
 - 17.3.4.a Only one (1) request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
 - 17.3.4.b In the selection of an arbitrator and the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the Association shall control, except that either may, if it desires, be represented by counsel.
 - 17.3.4.c The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

17.4

- 17.4.1 In the event the receiving party has asserted that the dispute contained in a request for arbitration is not arbitrable, the Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with the procedure set forth in 17.3 above only after a final judgment of a court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues. The foregoing part of this paragraph shall not be applicable if the request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause.
- 17.4.2 In the consideration and decision of any question involving arbitrability (including an application to a court for an order directing arbitration), it is the specific agreement of the parties that:

*mc 12/22/14
KS 12/22/14*

- 17.4.2.a Some types of grievance disputes which may arise during the term of this Agreement shall be subject to arbitration as a matter of right, enforceable in court at the demand of either party. (See Section 17.6 below)
- 17.4.2.b Other types of disputes shall be subject only to voluntary arbitration, i.e., can be arbitrated only if both parties agree in writing, in the case of each dispute, to do so. (See Section 17.7 below)
- 17.4.2.c This agreement sets out expressly all the restrictions and obligations assumed by the respective parties, and no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into this Agreement.
- 17.4.2.d In the consideration of whether a matter is subject to arbitration as a matter of right, a fundamental principle shall be that the Company retains all its 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 this Agreement and supplements to this Agreement executed under the provisions of Article 23, Modification and Termination thereof; 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 is based upon a violation of any such express limitations (other than those set out in Section 17.7 below).
- 17.4.2.e No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this section and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable.

17.4.3 If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

17.5 The award of an arbitrator 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.

17.6 Arbitration as a matter of right includes only requests to arbitrate that involve:

17.6.1 Disciplinary action (including discharge) but with certain exceptions spelled out in this section;

mc 12/22/14
KI 12/22/14

- 17.6.2 The claimed violation of a specific provision or provisions of the Agreement (with the limitations and exceptions set out in this section);
 - 17.6.3 The claimed violation of a provision or provisions of a signed non-wage supplement entered into in accordance with Article 24 of this Agreement;
 - 17.6.4 A claim that bargaining unit work has been misassigned within the bargaining unit;
 - 17.6.5 A claim that bargaining unit work has been misassigned to non-bargaining unit company personnel; and
 - 17.6.6 A request for arbitration, in order to be subject to arbitration as a matter of right under the provisions of subsection 17.6 above, must allege a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose. For example, a request which claims incorrect application of the method of computing overtime pay under the provisions of Article 9 would be arbitrable as a matter of right, whereas a request which questioned the right of the Company to require the performance of reasonable overtime work, on the claimed ground that Article 8 contains an implied limitation of that right, would be subject only to voluntary arbitration. A request that Article 15 had been violated by the layoff of a senior employee in preference to a junior employee would be arbitrable as a matter of right but a request that subcontracting of work in the plant while bargaining unit employees are on layoff violated a claimed implied limitation of Article 15 would be subject only to voluntary arbitration.
- 17.7 All requests for arbitration which are not subject to arbitration as a matter of right under the provisions of Section 17.6 above are subject only to voluntary arbitration. In particular, it is specifically agreed that arbitration requests shall be subject only to voluntary arbitration, by mutual agreement, if they:
- 17.7.1 Involve the existence or alleged violation of any agreement, other than those described in 17.6 above, unless that agreement contains its own arbitration provision.
 - 17.7.2 Involve issues which were discussed at negotiations, but which are not expressly covered in this Agreement (e.g., subcontracting).
 - 17.7.3 Involve claims that an allegedly implied or assumed obligation of this Agreement has been violated.
 - 17.7.4 Involve claims that Article 1.1 or 1.3 of this Agreement has been violated.
 - 17.7.5 Would require an arbitrator to consider, rule on, or decide the appropriate salary rate at which an employee shall be paid, or the method (day or salary) by which his/her pay shall be determined.
 - 17.7.6 Subject to Section 17.6.4 and 17.6.5 above, would require an arbitrator to consider, rule on or decide any of the following:

*mc 12/22/14
KS 12/22/14*

- 17.7.6.1 The elements of an employee's job assignment.
- 17.7.6.2 The level, title or other designation of an employee's job classification.
- 17.7.6.3 The right of management to assign or reassign work or elements of work.
- 17.7.7 Pertain in any way to the establishment, administration, interpretation or application of Benefits, Pension or other Benefit plans in which employees covered by this Agreement are eligible to participate (subject to the provisions of Article 15).
- 17.7.8 Involve discipline or discharge imposed on employees having less than six months of seniority credit with the Company; and provided further that nothing in this subsection shall limit the authority of an arbitrator with respect to disciplinary penalties or discharge imposed in violation of Article 1.2.
- 17.7.9 Pertain in any way to the Layoff Income and Benefit Plan or its interpretation or application.
- 17.8 In any case which involves discipline (including discharge) effected on the ground that an employee has refused, orally or otherwise, to perform an assigned task, either party may, at any time before the arbitration hearing is closed, request that the arbitrator decide the matter without an opinion, in which event the arbitrator must simply determine and announce an award without stating any grounds or reasons for his/her decision. If an award is issued by an arbitrator in any such case, it shall be final and binding on the parties, but, to the extent that the arbitrator's opinion in support of his/her award interprets or applies any provision of this Agreement, such opinion shall not be considered binding upon the parties, and shall not constitute a precedent for the purpose of interpreting or applying that provision of the Agreement in the future.
- 17.9 The following procedures (not covered by the Rules of the Association referred to in Section 17.3) are hereby agreed upon as follows:
 - 17.9.1 The arbitrator's decision in any arbitration proceeding shall be made within thirty days after the hearing is closed;
 - 17.9.2 All arbitration hearing hereunder shall be held at times and places mutually agreed upon by the parties, but in the event of failure to reach agreement thereon, the hearing shall be held in Idaho Falls, Idaho;
 - 17.9.3 A copy of any document furnished to the arbitrator by either party shall also be furnished simultaneously to the other party. If no copy of a document furnished at the hearing is available, a copy will be prepared and furnished to the other party as soon as practicable.
- 17.10 The cost of any arbitration shall be borne equally between the Council and the Company.

me 12/22/14
KS 12/22/14

- 17.11 Grievances filed on or after the effective date of this Paragraph which are arbitrable under this Agreement and allege that an employee has been disciplined or discharged from the active rolls without just cause may be processed into arbitration from Step 3 of the grievance procedure; provided, however, that the party requesting arbitration does so in writing within ten (10) working days after the date of the Company's final reply to the grievance at the plant level. Both parties must agree that the dispute does not involve the interpretation of a contract provision or a procedural question. In the event there is no such agreement, the grievance may be advanced to the appeal level of the grievance procedure within thirty (30) days of the date of the determination that it is not to be processed under this Paragraph.
- 17.12 In arbitration hearings held under Section 17.11 above, this Paragraph only, the parties agree that no transcript nor other formal record of the proceedings shall be required, and that no post hearing briefs will be filed; either party may, however, present oral or written summations. Hearings will be scheduled within sixty (60) days of the appointment of an arbitrator, unless the parties agree upon a subsequent date, and awards with only a brief written opinion shall be issued within two (2) weeks after the hearing is closed. No award issued under this procedure may be considered as establishing a precedent. All provisions of Article 15 shall otherwise apply to arbitration under Section 17.11 above.

mc 12/22/14
FS 12/22/14

ARTICLE 18
LEAVE OF ABSENCE

- 18.1 Upon written request of the Council, an elected official may, upon mutual agreement, be granted a leave of absence for a period not to exceed three years for the purpose of attending to Council business. Upon return to work, such employee will be paid the then applicable rate for his/her classification, and his/her seniority credit will continue to accumulate during the leave of absence.
- 18.2 Employees may be granted a "Leave of Absence" for other than the above reasons.
- 18.3 The Company agrees that it will provide the provisions outlined above in a fair and equitable manner.
- 18.4 Three Council officers may request forty (40) hours (a combined total of 120 hours) per year for unpaid training or attending Union conferences. The Company will cooperate in granting such requests, provided they do not interfere with production.

mc 12/22/14
KS 12/22/14

ARTICLE 19
SECURITY

- 19.1 The Company has certain obligations under its contract with the Government which pertain to security. Therefore, if the Government agency concerned with the Company's security regulations advises the Company that any employee of the Company covered by this Agreement is restricted from work on or access to classified areas, information, or material, the Company shall have the right to terminate the employment of any employee so restricted.
- 19.2 Neither the Company nor the Council shall make decisions that conflict with the security regulations adopted by the Department of Energy or as required by other Government contracts.
- 19.3 It is mutually agreed that the manufacture of all keys shall be by a Locksmith designated by the Company unless management designates a security alternate based on unusual security concerns.

mc 12/22/14
KS 12/22/14

ARTICLE 20
HEALTH AND SAFETY

- 20.1 The Company and the Council recognize the importance of maintaining a safe work environment, providing applicable health and safety training, promoting occupational health and safety training, promoting occupational health and accident prevention, and the general elimination of hazards to health in the work place. The Company will continue to make provisions for the health and safety of employees while at work and agrees to comply with applicable federal laws and DOE rules and regulations pertaining to the health and safety of employees covered by this Agreement. All employees shall cooperate by following safe work practices and complying with health and safety rules during employment.
- 20.2 Employment is contingent on passing a rigid physical examination, the requirements of which are determined by the position to be filled. The Company will continue to make periodic medical examinations of all employees. An employee found physically unfit shall be removed from the job. In such cases other employment may be provided, if possible. If other employment cannot be found, the employee will be accorded all the provisions applicable under the BMPC benefits plan. The Company agrees that it will administer these provisions in a fair and equitable manner.
- 20.3 The Company will continue to provide safety inspections, safety equipment, and first-aid service to minimize accidents and health hazards to employees during the hours of their employment. The Council agrees to cooperate with the Company to the end that the employees will use safety equipment when so provided and observe safety and health regulations as prescribed by the Company.
- 20.4 Where safety regulations require it, protective clothing and/or equipment will be furnished. The employee is required to use such clothing and/or equipment and is likewise required to return or account for the same. The Company will reimburse the cost of safety boots in the amount of \$150.00 every eighteen (18) months. This applies to each employee required to wear safety boots for the tasks associated with their employment.
- 20.5 Any employee who reasonably believes that a work assignment presents an immediate hazard to self or coworkers, or would put employees in violation of health and safety rules, regulations or laws, may refuse to perform the work assignment until such time as personnel qualified to make the determination, have evaluated the conditions and found them to be safe.

mc 12/22/14
KS 12/22/14

ARTICLE 21
SAVING CLAUSE

21.1 Should any portion or portions of this Agreement be found by court of competent jurisdiction to be illegal, said portion or portions shall become inoperative and the balance of the Agreement shall remain in full force and effect until termination in accordance with Article 23.

21.1.1 It is mutually agreed that should any portion become inoperative in accordance with the above, the parties will attempt to renegotiate an acceptable substitute clause upon thirty days' written notice to either party by the other.

me 12/22/14
KS 12/22/14

ARTICLE 22
MISCELLANEOUS

22.1 The Company shall provide bulletin boards for the use of the Council in each department or building normally occupied by bargaining unit personnel. The boards shall be covered with glass and under lock, the key of which will remain in the possession of a Council representative. These boards will be used for Council business. It is agreed that no material posted thereon will reflect against or discredit the Company.

The bulletin boards shall only be used for posting:

- A. Union election materials and election results.
- B. Union official business reports of the Board of Directors or Committees, or Stewards' reports and notices.
- C. Union news bulletins and meeting notices.
- D. Union membership benefits and programs.
- E. Other written materials approved for posting by HR management or Labor Relations management

22.2 Personal items damaged as a result of accident or other uncontrollable occurrence are reimbursed to employees only upon approval of the Manager, Labor Relations, or his designated representative. When an item is destroyed or damaged while performing his/her duties under circumstances where the employee was not negligent in failing to use required protective clothing, reasonable monetary compensation will be made.

22.3 The Company will provide the Council representatives with office space and phone service with voice mail to be used only for Company/Council business by designated representatives of the Council.

22.4 Bus transportation to and from the site is not a guaranteed service. The Council will be given ninety (90) days notice prior to any increase in cost or termination of service. However, no employee once in transit shall lose scheduled time or pay, because of scheduled bus service being unexpectedly detained. As long as the main highways leading to NRF are open, employees are expected to report to work.

mc 12/22/14
ks 12/22/14

ARTICLE 23
MODIFICATION AND TERMINATION

- 23.1 This Agreement expresses the understanding of the parties in respect to matters deemed by them to be generally applicable, and it will not be changed, modified or varied except by written instrument signed by representatives of the parties hereto, and any negotiations relating to proposed changes in such provisions will be carried on by the representatives as outlined in Article 5.
- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement and each Supplement hereto, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, as supplemented, except to the extent they are set forth in the Pension and Insurance Agreement between the Company and the Council. Therefore, the Company and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement or any supplement.
- 23.3 This Agreement having been in full force and effect since December 19, 1966, between the Bechtel Marine Propulsion Corporation and the Council is extended and renewed until, October 6, 2017, and shall continue and remain in full force and effect from year to year thereafter (such period ending October 6, 2017, and such succeeding periods of one year being sometimes referred to herein as a "contract term") unless modified and terminated as hereinafter provided.
- 23.4 Either the Company or the Council may terminate this Agreement as of midnight on October 6, 2017, or October 6th, of any subsequent year by written notice to the other not more than sixty days, and less than thirty days prior to October 6, 2017, or prior to October 6th of any subsequent year. Not more than fifteen 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 Council.
- 23.5 If either the Company or the Council desires to modify this agreement, it shall, not more than sixty days and not less than thirty days prior to October 6, 2017, or prior to October 6th of any subsequent year, so notify the other in writing. Not more than fifteen 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 Council. If settlement is not reached by October 6, 2014, or October 6th 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 Council of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

*MC 12/22/14
KC 12/22/14*

ARTICLE 24
WAGE SCHEDULES and SALARY ADJUSTMENT

- 24.1 All positions listed on the EIMTC Salary Rate Schedule at the Naval Reactors Facility are salaried. Each employee will be paid semi monthly based on the work he/she is employed to do in accordance with the following. Payments will be made in accordance with the Company's regular pay schedule.
- 24.2 Employees within the unit before January 1, 2015
- 24.2.1 Salary rates shall be adjusted in accordance with the EMPLOYEES WITHIN THE UNIT BEFORE JANUARY 1, 2015, EIMTC SALARY RATE SCHEDULE.
- 24.2.2 Provided an employee demonstrates satisfactory skill, he/she will receive rate increases in accordance with EMPLOYEES WITHIN THE UNIT BEFORE JANUARY 1, 2015, EIMTC SALARY RATE SCHEDULE.
- 24.2.3 Salary Adjustments
- 24.2.3.1 7BU, 6BU, 5BU and 4BU Salary Adjustments
- Effective the 1st day of the month following ratification – 2.0% Base increase
- Effective October 1, 2015 – 2.0% Base increase
- Effective October 1, 2016 – 2.0% Base increase
- 24.2.3.2 2BU and 1BU Salary Adjustments
- Effective the 1st day of the month following ratification – 1.2% Base increase.
- Effective October 1, 2015 – 1.2% Base increase.
- Effective October 1, 2016 – 1.2% Base increase.

mc 12/22/14
KS 12/22/14

24.3 Employees hired or transferred into the unit after January 1, 2015

24.3.1 Salary Hire and Maximum rates are established in accordance with the EMPLOYEES HIRED OR TRANSFERRED INTO THE UNIT AFTER JANUARY 1, 2015, EIMTC SALARY RATE SCHEDULE.

Effective October 1, 2015 – 1.2% Schedule adjustment
Effective October 1, 2016 – 1.2% Schedule adjustment

24.3.2 Employees will normally be hired at the hiring rate for a position listed on the salary schedule of this Agreement. While an employee is in progression, provided an employee demonstrates satisfactory performance, he/she shall be granted a salary no lower than the minimum salary of their classification and will progress further to the maximum salary of their classification in accordance article 24.3.3.

24.3.3 Annual Progression Adjustments.

October 1, 2015 – 3.5% Base Salary Progression increase
October 1, 2016 – 3.5% Base Salary Progression increase

Employees with less than 6 months in their current classification on October 1, of any year, are not eligible for that year's annual progression adjustment.

When calculating these annual salary progression adjustments the base salary rate will not exceed the applicable maximum rate per the EMPLOYEES HIRED OR TRANSFERRED INTO THE UNIT AFTER JANUARY 1, 2015, EIMTC SALARY RATE SCHEDULE.

24.3.4 Current BMPC Employees transferring into an EIMTC represented classifications from a non EIMTC represented position will start at the hire rate for that classification.

24.3.5 EIMTC represented employees that transfer to a higher coded EIMTC represented classification will start at their current rate or the hire rate for their new classification, whichever is larger.

24.3.6 EIMTC represented employees that transfer or are demoted to a lower coded EIMTC represented classification will start at their current rate or the maximum rate for their new classification, whichever is smaller.

mc 12/22/14
ks 12/22/14

**EMPLOYEES WITHIN THE UNIT BEFORE JANUARY 1, 2015,
EIMTC SALARY RATE SCHEDULE**

Code	Classification	1 st day of the month following ratification			October 1, 2015	October 1, 2016
		Mid-Point (6 months after hire date)	Perf. Rate* (6 months after reaching mid-point)	Perf. Rate*	Perf. Rate*	Perf. Rate*
1-BU-1	Janitor	3768.22	4347.38	4399.54	4452.34	
2-BU-1	Laborer	3945.70	4604.20	4659.46	4715.36	
4-BU-2	Warehouseman/ Truck driver	4128.62	4813.32	4909.60	5007.78	
5-BU-1	Journeyman Helper	4174.72	4868.12	4965.48	5064.78	
5-BU-2	Waste Laborer	4503.88	5258.96	5364.14	5471.42	
5-BU-3	Maintenance Laborer					
5-BU-4	Crane Laborer					
6-BU-1	Outside Machinist	5057.94	5903.18	6021.24	6141.66	
6-BU-2	Machinist					
6-BU-3	Electrician					
6-BU-4	Pipefitter					
6-BU-5	Welder					
6-BU-6	Sailmaker					
6-BU-7	Lagger					
6-BU-8	Sheetmetal Worker					
6-BU-9	Crane Operator					
6-BU-10	Boiler Operator					
6-BU-11	Rigger					
6-BU-12	Carpenter					
6-BU-13	Painter					
6-BU-15	Truckdriver / Warehouse Specialist					
6-BU-16	Locksmith					
7-BU-1	Essential Support Systems- Electrician	5219.38	6106.52	6228.66	6353.22	
7-BU-2	Essential Support Systems- Mechanic					
	Multi Craft adjustment	\$3.00 per hour				

*mc 12/22/14
KS 12/22/14*

**EMPLOYEES HIRED OR TRANSFERRED INTO THE UNIT AFTER
JANUARY 1, 2015, EIMTC SALARY RATE SCHEDULE**

Code	Classification	October 1, 2014		October 1, 2015		October 1, 2016	
		Hire Rate	Maximum Rate	Hire Rate	Maximum Rate	Hire Rate	Maximum Rate
1-BU-1	Janitor	2375.00	3222.00	2403.50	3260.66	2432.34	3299.80
2-BU-1	Laborer	3000.00	3640.00	3036.00	3683.68	3072.44	3727.88
4-BU-2	Warehouseman/ Truck driver	3376.00	3775.00	3416.52	3820.30	3457.52	3866.14
5-BU-1	Journeyman Helper	3413.00	3818.00	3453.96	3863.82	3495.42	3910.20
5-BU-2	Waste Laborer	3675.00	4124.00	3719.10	4173.50	3763.74	4223.58
5-BU-3	Maintenance Laborer						
5-BU-4	Crane Laborer						
6-BU-1	Outside Machinist	4212.66	5903.18	4263.22	5974.00	4314.38	6045.70
6-BU-2	Machinist						
6-BU-3	Electrician						
6-BU-4	Pipefitter						
6-BU-5	Welder						
6-BU-6	Sailmaker						
6-BU-7	Lagger						
6-BU-8	Sheetmetal Worker						
6-BU-9	Crane Operator						
6-BU-10	Boiler Operator						
6-BU-11	Rigger						
6-BU-12	Carpenter						
6-BU-13	Painter						
6-BU-15	Truckdriver / Warehouse Specialist						
6-BU-16	Locksmith						
7-BU-1	Essential Support Systems- Electrician	4332.28	6106.52	4384.26	6179.80	4436.86	6253.96
7-BU-2	Essential Support Systems- Mechanic						
	Multi Craft adjustment	\$3.00 per hour					

*me 12/22/14
KS 12/22/14*

ARTICLE 25
SECURITY PLANS AND BENEFITS

Qualified employees at the Naval Reactors Facility are eligible to participate in the BMPC benefit programs. The Council will be informed in advance of any proposed additions, changes to, or deletions from the benefit programs. Such changes shall be subject to negotiations.

Medical Plan (Including Prescription)	Employees Security and Protection Plan
Vision Care Program	Travel Accident Insurance
Health Care Flexible Spending Account	Extended Salary Payment during Disability
Dependent Care Flexible Spending Account	
Employee Basic Life Insurance	Long-Term Disability
Dental Insurance	Bechtel NR Program Saving Plan
Dependent Life Insurance	Pension Plan
Accidental Death & Dismemberment	Supplemental Life Insurance/Additional Life Insurance
Group Universal Life Insurance	Life Insurance for Part-Time Employees
Personal Accident Insurance	Retirement Plan

All employees hired after March 1, 2010, will be subject to the Defined Contribution Pension (CAP) Plan and the elimination of the pre-Medicare retiree healthcare

Medical Plans Employee Contribution Rates

	PPO		High Deductible	
	Company	Employee	Company	Employee
2015	80%	20%	89%	11%
2016	75%	25%	85%	15%
2017	75%	25%	85%	15%

Effective 1/1/2015 new hire employees will be automatically enrolled into the Bechtel NR Program Saving Plan (401K) at a rate of 4%.

Effective 1/1/2016 Post Medicare Coverage will be discontinued.

Effective 1/1/2016 a consulting service for Medicare retirees will be available at no charge. Plans selected through the Medicare Exchange will not be subsidized by BMPC.

mc 12/22/14
ks 12/22/14

Employees who elect to have HSA deductions taken from their pay for deposit into the Highmark Blue Account HSA are eligible for a \$300 employer contribution if enrolled for Employee Only coverage or a \$600 contribution if enrolled for Employee Plus One or Family coverage. The Company will make reasonable efforts to deposit the annual distributions into the Highmark Blue Account HSA no later than February 15 for years 2015, 2016 and 2017.

me 12/22/14
KS 12/22/14