

BECHTEL MARINE PROPULSION CORPORATION

CONTRACT AGREEMENT

WITH

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND

AEROSPACE WORKERS

LOCAL LODGE 2006

AFL/CIO

November 1, 2015

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INTRODUCTION

This Agreement is entered into this First day of November 2015, between the Bettis Atomic Power Laboratory operated by Bechtel Marine Propulsion Corporation, hereinafter referred to as the "Company," and the International Association of Machinists and Aerospace Workers, Local Lodge 2006, AFL-CIO hereinafter referred to as the "Union" with respect to the bargaining unit described in Article 1.

ARTICLE 1 RECOGNITION

- 1.1 The Company recognizes the IAM & AW, Local Lodge 2006, AFL-CIO (hereinafter referred to as the Union) as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for a bargaining unit comprised of the Company employees defined below:
 - 1.1.1 The term "employee" shall include all full time and regular part time Nuclear Worker Technicians, Chemistry Technicians, Inspectors, Operations Technicians, Radiological Control Technicians, Technical Designers and Instrumentation and Controls Technicians employed by the employer at its Naval Reactors Facility located 60 miles west of Idaho Falls, Idaho; BUT EXCLUDING all office clerical employees, professional employees, guards, and supervisors as defined in the Act and all other employees as stipulated to in NLRB case #27-RC-8430.
 - 1.1.2 By majority signature on a petition for representation, as certified on July 25, 2006, at the Bonneville County Courthouse, the Staging Technicians and Radiation Health Monitor Technicians classifications are included and are made a part of this agreement.
 - 1.1.3 By majority signature on a petition for representation, as certified on March 7, 2007, and June 5, 2007, at Bannock County Courthouse, the Engineering Assistant classification is included and made part of this agreement.

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, suspend, discipline, transfer; or discharge for just cause; the right to schedule operations, shifts, all hours of work, require overtime work; and the right to establish rules pertaining to the operations of the plant and permissible conduct of employees.
- 2.2 This Agreement is a full and complete agreement that supersedes and replaces any prior agreement, understanding, implied agreement, practice or obligation that is not specifically preserved and plainly expressed in this Agreement or plainly expressed in a written agreement dated after the effective date of the current term of this Agreement and signed by both a Company and Union representative.

(This paragraph does not affect the agreement reached by the Union and the Company on July 19, 2006, regarding red circling twelve (12) employees and the inclusion of the Staging Technicians and Radiation Health Monitor Technicians in the bargaining unit.)

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ARTICLE 3
NON-DISCRIMINATION

3.1 The Company agrees that neither it, its managers, supervisors or agents, employed directly or indirectly by them will not discriminate against or coerce the employees covered by this Agreement because of membership or activity on behalf of the Union, nor shall it attempt to discourage membership in the Union, nor encourage membership in any union other than the International Association of Machinists and Aerospace Workers.

3.1.1 The Union agrees that neither it, its officers, its members, nor persons employed directly or indirectly by them will not discriminate against or coerce any employee.

3.2 The Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination as defined by law 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 of 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.

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ARTICLE 4
CONDUCT OF BUSINESS

- 4.1 The Company will recognize a Chief Steward, Assistant Chief Steward and six (6) Shop Stewards who are employees of the Company and are authorized by the Union to discuss business related to this contract. The Company will discuss Union business related to this contract only with and in the presence of up to two (2) such representatives. Workplace meetings are not included as business meetings related to this contract. The Union will give the Company ten (10) days notice of any change in its representatives.
- 4.2 The Company shall recognize the Union's Business Representative and Chief Shop Steward as having full authority to settle, on behalf of the Union, any dispute related to the interpretation or application of this agreement, pursuant to the grievance procedure of this Agreement (Article 14).
- 4.3 At the written request of the President of Local Lodge 2006, to the Manager of Labor Relations, the Chief Steward, Assistant Chief Steward and/or Local Lodge President, will be placed on an existing dayshift position within his/her assigned department. Such officers will be allowed to bump an employee assigned to the same classification beginning with the least senior in his/her classification in order to work dayshift. Shift preference will only be granted while they hold that office, and any officer exercising this option will immediately return to his/her regular shift as soon as possible after notice to the Company that they no longer hold that office. The Company is not required to create a dayshift position if one does not exist in the affected classification.
- 4.4 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 Union will designate a negotiating team of not more than six (6) of its members, 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. It is not the intent of this Article to impinge on either the Union's or the Company's right to enlist outside help. The Company agrees to pay the IAM negotiating team at the appropriate rate for four (4) days prep time and all days of negotiation time with the Company.

- 4.5 The Company recognizes that it may be necessary for other representatives of the Union to have access to NRF for the purpose of administering this contract. When the Union identifies such a need, the Chief Steward will make the request in writing to the Manager of Labor Relations at least twenty-four (24) hours prior to the requested visit. When such request is approved, a member of NRF management and the Union will provide an escort. The request time may need to be lengthened for security reasons.
- 4.6 The Company will provide the Union Stewards with office space and phone service with voice mail to be used only for Company/Union business by designated representatives of the Union.
- 4.7 The Company shall provide bulletin boards with suitable space for the use of the Union in each department or building normally occupied by bargaining unit personnel. The boards shall be covered with glass and under lock and key of which will remain in the possession of the Union's Chief Steward. These boards will be used for Union business only. It is agreed that no material posted 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.
- 4.8 Officers and representatives of the Union shall obtain written authorization from NRF Labor Relations prior to conducting Union 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".
 - 4.9 Officers or representatives of the Union will obtain authorization from their immediate manager/supervisor prior to conducting Union business on the NRF site during working hours. All Union business with the Company outside the grievance procedure (Article 14) is paid time. All other Union business outside the grievance procedure (Article 14) is unpaid and will be appropriately coded by the employee in the "Time and Attendance System".

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ARTICLE 5
UNION MEMBERSHIP/DUES DEDUCTION

5.1 Membership – Membership in the Union will be on a voluntary basis for bargaining unit employees of the Company who are employed by the Company in positions covered by this Agreement.

5.1.1 The Union agrees there will be no solicitation of employees for Union membership, dues or funds, on Company premises during working hours by the Union or its members. The Company will agree to allow the Chief Steward or a designated representative time to give all new employees covered by this agreement a Union orientation explaining the Union. This orientation will not exceed 30 minutes.

5.1.2 The Company and Union agree that in the event Idaho’s “Right to Work Law” is repealed, the parties will start negotiations on a Union Security Clause within sixty (60) days of the repeal date.

5.2 Definitions

5.2.1 “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 Union 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

5.3 Dues Deduction Authorizations

5.3.1 For the duration of this Agreement, the Company shall deduct from the pay each month Union Dues and promptly remit same to the Union 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, and by a form provided by the Union and approved by the Company. Deductions will be made from monthly pay.

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5.4 Monthly IAM&AW Dues Deduction – Authorization Form:

At NRF, where the dues of the IAM&AW 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 IAM&AW, Local Lodge 2006, (AFL-CIO), in the amount of \$ _____ certified to you as being the membership dues of such IAM&AW. Remit the amount so directed to such IAM&AW 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 IAM&AW. This assignment and Authorization shall be irrevocable, except that it may be revoked by my giving written notice to the Company and the Union by 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 IAM&AW, Local Lodge 2006. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to IAM&AW dues, or initiation fees.

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

Department Badge No.

Employee Signature

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5.5 Notice of Changes in Dues

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

5.6 Starting Deductions

5.6.1 Deduction Authorizations

5.6.1a 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.

5.6.1b 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 Union and will not be the subject of payroll deduction.

5.7 Delinquencies

5.7.1 If an employee does not have sufficient earnings for payment of dues after other deductions for the month or does not receive pay during the month, dues will not be deducted by the Company for this month. The collection of any delinquent dues will be the sole responsibility of the Union.

5.8 Adjustment of Errors

5.8.1 Except where the Company has made a clerical error in the deduction of dues which will be adjusted promptly by the Company, any questions as to the correctness of the amount deducted shall be settled between the employee and the Union. The Union 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 5 or in reliance on any authorization form or information furnished to the Company under such provisions.

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5.9 Reinstatements

5.9.1 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 5 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.

5.10 Contact with the Union

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

5.11 Reports and Remittances to the Union

5.11.1 Monthly Deduction Authorization

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

5.11.1.b Each list of deductions sent to the Union 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.

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

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

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

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ARTICLE 6
NO WORK STOPPAGE/LOCKOUT

- 6.1 During the term of this Agreement, there shall be no strike, sympathy strike, picketing, work stoppage, slowdown, interference with the work or other disruptive activity for any reason. Any such activity that impacts the Company at the INL, or failure of the Union or employee to cross any picket line at the INL, is a violation of this Agreement.
- 6.2 The Company will not cause or engage in any lockout.
- 6.3 The Union shall not sanction, aid or abet, encourage or continue any activity described in 6.1 above and shall undertake all reasonable means to prevent or terminate any such activity.
- 6.4 Any employee who participates in or encourages any activities described in 6.1 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.

ARTICLE 7
MUTUAL RESPECT AND CONFIDENCE

- 7.1 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.
- 7.2 The Company and the Union recognize that mutual respect, dignity, and confidence will greatly assist with the harmonious relationship the Company and the Union both desire. The Company and the Union further agree that collective bargaining can best succeed in a friendly atmosphere in which both parties act and bargain in good faith.

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ARTICLE 8
MEDICAL/ADMINISTRATIVE TIME OFF and ATTENDANCE

8.1 The Company and the Union recognize that a major first step toward maximizing productivity is to control absenteeism. Absenteeism disrupts operation efficiency and reduces the effectiveness of employees who report for work. It is the Company's exclusive right to establish what is considered acceptable attendance. The Union will be notified of employees with excessive absenteeism records and a Union representative will be included in discussions when disciplinary action might be taken.

8.2 Responsibilities

8.2.1 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; (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 Union will be included in a discussion to assist the employee in correcting attendance.

Calendar Year	Hours
2015	Eighty (80)
2016	Seventy one (71)
2017	Sixty two (62)
2018	Fifty three (53)

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8.2.2 Employees – The employee will: (1) maintain acceptable attendance; (2) notify his or her manager of an anticipated absence as far in advance as practical; (3) in an emergency situation when advance notice is not possible, notify management as soon as possible prior to the start of his or her regular workday 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; and (7) maintain and approve accurate “Time and Attendance system” electronic time cards on a weekly basis.

8.3 Attendance Recording

8.3.1 All employees will maintain time and attendance electronically in the “Time and Attendance system”. All absences during a basic workweek shall be recorded on a weekly basis in the “Time and Attendance system” in accordance with established procedures. “Time and Attendance system” electronic time cards will be reviewed and approved by the employee’s immediate manager on a weekly basis.

8.3.2 Employees should swipe their badge through the “Time and Attendance system” time clocks located at the gates when they are scheduled to work overtime or irregular hours. 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 by management to reflect only the authorized time.

8.3.2.1 If the employee swipes in or out within five (5) minutes of the authorized start or stop time of the overtime shift, then the time card will not be changed. If the employee swipes in or out greater than five (5) minutes before or after the approved overtime shift, then the time card will be changed to reflect the five (5) minute rule. It is understood that this five (5) minute allowance only applies to overtime shifts.

8.4 Employees represented by the IAM will participate in the Medical Time Off (MTO) program provided by BMPC, including the following:

8.4.1 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.

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- 8.4.2 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.
- 8.4.3 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 8.4.2 to a maximum of 160 hours during the year.
- 8.4.4 MTO is not accrued during unpaid leaves of absence and long-term disability.
- 8.4.5 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 Equivalent (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

- 8.4.6 Employees terminating employment, including retirement, will not be paid for unused MTO.
- 8.5 Employees represented by the IAM will participate in the Administrative Time Off (ATO) program provided by BMPC, including the following.
 - 8.5.1 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.

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- 8.5.2 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 sixteen (16) hours on a twelve (12) hour shift shall be entitled to a paid absence following the completion of that assignment. A paid absence, as used herein, is understood to mean a complete shift. The paid absence will be either eight (8), nine (9), or twelve (12) hours depending on the workday the following day.
- 8.5.3 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.
- 8.5.4 Jury Duty
Employees serving as a juror or as a witness shall be eligible for paid ATO. The employee serving as witness must be required to do so under subpoena and must have no personal involvement in the case. Personal involvement includes, serving as a plaintiff, defendant, or other party having an interest in the case, or as a professional witness. As applicable, employees are eligible for shift differential if their established schedule would have qualified them for shift differential at the time of service.
- 8.5.5 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. Employees will be paid for the time absent due to site closures if they were scheduled to work at the time of the closure.
- 8.5.6 Military Service
Employees on Military Absence will be granted up to 120 hours of paid Administrative Time Off (ATO) within a single fiscal year. Employees who require more than 120 hours may use Personal Time Off (PeTO), if eligible, or may take unpaid ATO. Paid ATO of up to 160 hours in a single fiscal year may be approved in certain circumstances with Human Resources Director approval.
- 8.5.7 Union Business
Time spent by bargaining unit employees performing Union business will be paid or unpaid per the terms of this agreement.

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8.5.8 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.

8.5.9 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 member is defined as the parents (or persons serving in this capacity), mother/father-in-law, grandparents, grandparents-in-law, brothers and sisters of the employee or of the employee's spouse, brothers and sisters-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, or situations that deserve special consideration will be handled on a case by case basis and approved by the Manager of Human Resources.

8.5.10 Management Directed

Managers, with Site Human Resources Manager approval, will approve paid ATO for circumstances that are management directed. Examples include, but are not limited to, site access denials; company investigations; pending return to work from a medical procedure; illness, injury, or absence as determined by the Medical Director; company compliance with statutory or regulatory requirements; or at the direction of the manager for irregular schedule changes or time off for the rest after extensive overtime and/or working time. The manager will record these absences in the time and attendance system to the appropriate category under paid ATO.

- 8.6 Bus transportation to and from the site is not a guaranteed service. The Union 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.

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ARTICLE 9
HOURS OF WORK

- 9.1 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.
- 9.2 Definitions
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 A "straight shift" is a continuous period of time consisting of eight (8), nine (9), or twelve (12) hours.
- 9.2.4 A "day shift" is a shift that consists of eight (8), nine (9), or twelve (12) daytime hours.
- 9.2.5 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.
- 9.2.6 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.
- 9.2.7 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 Schedule working hours may alternate on a one (1), two (2) or four (4) week basis.
- 9.3 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.

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- 9.3.1 Employee's 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.
- 9.4 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 Section 8.3 from the actual recorded time of departure.
- 9.5 An employee will be permitted to eat as near the middle of the regular shift as practicable. The time will be designated by the manager/supervisor so as not to interfere with the work progress.
- 9.6 Work Shift Schedules
- 9.6.1 5/8's Standard Work Schedule – five eights can consist of 5/8's straight shift, 5/8's alternating shift. All above shifts will have two (2) scheduled and consecutive days off.
- 9.6.1.1 Day shift will have one (1) unpaid twenty-five (25) minute break for a total shift length of eight (8) hours and twenty-five (25) minutes. Back shifts will have one (1) paid twenty-five (25) minute break for a total shift length of eight (8) hours.
- 9.6.2 Twelve (12) hour Nonstandard Work Schedules:
- 9.6.2.1 2x3 – rotating shift that is worked on a “2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off” two week cycle. Shift cycles may be arranged to provide 24/7 coverage. This shift may be worked as a straight, rotating or alternating shift depending on an employees scheduled days of rest.
- 9.6.2.2 3x4 – a shift that is 3 or 4 consecutive workdays with 3 or 4 consecutive rest days. This shift may be worked as a straight, rotating or alternating shift depending on an employee's scheduled days of rest. It is the Company's intent to use this shift on a Monday thru Friday basis in conjunction with the 2x3 schedule. If production demands dictate expansion of the 3x4 shift to other than Monday thru Friday rotations, the Union will be given at least ninety (90) calendar days written notice prior to the change including the anticipated duration.
- 9.6.2.3 4x4 shift is a 12 hour shift that can rotate every 2 or 4 weeks. The schedule will be 4 shifts on and 4 shifts off. This shift may be worked as a straight or rotating shift.

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- 9.6.2.4 Twelve (12) hour shifts will include one (1) paid thirty (30) minute break and one (1) unpaid thirty (30) minute break, for a total shift length of twelve (12) hours and thirty (30) minutes.
- 9.6.3 Nine eights Standard Work Schedule – a nine (9) hour straight shift Monday through Thursday including an eight (8) hour shift every other Friday. This shift may consist of a straight (1st, 2nd, or 3rd) shift or alternating combination of (1st, 2nd, or 3rd) shifts.
- 9.6.3.1 Nine (9) hour day shift will have one (1) unpaid twenty-five (25) minute break for a total shift length of nine (9) hours and twenty-five (25) minutes. Nine (9) hour backshifts will have one (1) paid twenty-five (25) minute break for a total shift length of nine (9) hours. Eight (8) hour Friday day shift will have one (1) unpaid twenty-five (25) minute break for a total shift length of eight (8) hours and twenty-five (25) minutes. Eight (8) hour Friday backshift will have one (1) paid twenty-five (25) minute break for a total shift length of eight (8) hours.
- 9.7 The Company reserves the right to change the start and stop times up to one (1) hour, as necessary to support Program needs with the understanding that the base eight (8), nine (9), and twelve (12) hour shifts and associated premium pay rules will remain in effect. Any variations in the length of shifts or associated premium pay rules will be a matter of collective bargaining. When utilizing the one (1) hour change, the Company will involve the Union for input and review the reasons for changes that could affect any bargaining unit employee(s) shift timing, duration, and impact on the bargaining unit.

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ARTICLE 10
PREMIUM PAY

10.1 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.

10.2 Employees will receive overtime payment according to the following requirements:

10.2.1 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.

10.2.2 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.

10.2.3 Seventh Consecutive Day Premium – If not otherwise paid as holiday premium or overtime in accordance with 10.2, 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 10.2.1 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 10.2.2 above.

10.2.3.1 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.

10.2.4 Time credited as hours worked for the purposes of calculating overtime include all time worked and all paid time off and all approved Union business.

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- 10.3 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.
- 10.4 Employees working a backshift will receive 10% night turn bonus.
- 10.4.1 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. 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.
- 10.4.2 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.
- 10.5 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.
- 10.6 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 with the provisions outlined in this Article.
- 10.7 An employee who is called in (as defined in article 10.9 below) by the Company to work at times not specified by his/her assigned shift schedule 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.
- 10.8 If the employee has qualified for overtime premium pay in accordance with this Article such payment will be made for the minimum hours or actual hours as provided in 10.7.

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- 10.9 Anytime an employee is called in to work by management and is required to drive 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. A call in is defined as a request by the Company for an employee (not at work) to report to work with less than sixteen (16) hours notice.
- 10.10 Overtime will be assigned by classification as equally as practicable. A record of overtime assignments shall be kept and made available to the Union Shop Steward for review. The official overtime list will be maintained by management. A bargaining unit member may be assigned to assist in maintaining the overtime list.
- 10.10.1 The overtime list will be on a format acceptable to both the Union and Company.
- 10.10.2 The overtime list will be available for inspection at all times.
- 10.10.3 Total hours worked will be identified with the prefix "W". Total hours refused will be identified with the prefix "R".
- 10.10.4 When overtime occurs, any MTO or unpaid ATO (excluding approved Union Business) 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.
- 10.10.5 No refusal will be given to an employee for PeTO and paid ATO absences.
- 10.10.6 No employees will be charged for overtime if it occurs during their regularly assigned schedule.
- 10.10.7 New or upgraded employees will be added into the overtime list at the highest number of hours.
- 10.10.8 When two or more employees have the same amount of hours, the senior person will be the low person. In the case of an involuntary overtime, then the junior person will be the low person.
- 10.10.9 If employees do not wish to work overtime the day before their scheduled vacation day, they will not be charged.

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- 10.10.10 At the beginning of each calendar year, the overtime accounting records will be adjusted by assigning zero to the low person of each classification. Other personnel within the same classification will then be adjusted to indicate the number of hours by which they exceed the low person.
- 10.10.11 Refueling Complex Work (a.k.a. Refueling Team Work or Product Line Work)
- 10.10.11.1 Overtime to perform Refueling Complex Work will be initially offered to the team and designated backups having responsibility for the specific process.
- 10.10.11.2 Qualified personnel not on the team will only be asked to fill "Refueling Complex Work" overtime to prevent an involuntary overtime assignment within the team having responsibility for the specific process.
- 10.10.11.3 Involuntary overtime to perform Refueling Complex Work will be assigned within the team, including designated backups having responsibility for the specific process, per the applicable requirements of Article 10.10.
- 10.10.12 Any employee who is skipped on the overtime list because of special qualifications, job continuity, or any other restrictions will not be charged.
- 10.10.13 For scheduled overtime, all employees having jurisdiction over the work will be contacted first.
- 10.10.14 For unscheduled overtime when less than eight (8) hours notice before the end of a shift, employees having jurisdiction, who are on site, will be contacted in order until the overtime is filled.
- 10.10.15 Employees shall provide their manager/supervisor a current telephone number for the purpose of maintaining an overtime list.
- 10.10.16 When an employee is skipped for overtime other than per 10.10.12 above, the employee will be allowed to work a shift of overtime as designated by the supervisor and agreed upon by the employee.

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- 10.11 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.
- 10.12 When at the Company'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.
- 10.13 Employees working overtime on their scheduled day of rest will be allowed to work at least four (4) hours. However, if the employee works hours adjoining his/her regular shift or chooses to leave with less than four (4) hours worked, the employee will be paid for actual hours worked.
- 10.14 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:
- 10.14.1 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.
- 10.14.2 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.

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ARTICLE 11
Personal Time Off (PeTO)

- 11.1 The PeTO periods of employees will be arranged so that they do not unreasonably interfere with the operations of the NRF.
- 11.2 Employees should submit to their manager/supervisor not later than March of each year a plan for their PeTO during that year.
- 11.3 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.
- 11.4 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.
- 11.5 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, 2013, or those hired prior to this date who irrevocably selected this schedule.

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12-Month Personal Time Off Eligibility (Hours) Effective Date of 1/1/2013			
Years of Total Employment Service	Schedule A Deposited on January 1 st	Schedule B Deposited on January 1 st	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 11.7

** 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).

11.6 Employees on PeTO Schedule A or B

11.6.1 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.

11.6.2 Employees may carry over into the next calendar year a maximum of 80 hours of unused PeTO.

11.6.3 Employees will be granted additional hours on their service anniversary date when they become eligible for additional PeTO.

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11.7 Employees on PeTO Schedule C

11.7.1 Employees with original hire or rehire dates on or after January 1, 2013, 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.

11.7.2 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.

11.7.3 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.

11.7.4 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.

11.7.5 PeTO is not accrued during unpaid personal leave of absence and long-term disability.

11.8 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 8.4.5 chart)

11.9 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.

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ARTICLE 12
HOLIDAYS

- 12.1 There will be eighty (80) hours of holiday per year and the Company will designate the holidays to be observed prior to January 1 of each year. Two of the holidays will be designated as Floating Holidays to be used at the employee's discretion.
- 12.2 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.
- 12.3 Observed holidays as eight (8) hours and will be credited as time worked for overtime purposes.
- 12.4 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 hours per Section 11.4, floating holiday hours, or a furlough absence to cover hours required to be off and not designated as a holiday during the shutdown.
- 12.5 Employees may use F (Furlough), FH (Floating Holiday), or PeTO to cover hours not designated as holiday hours.

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ARTICLE 13
SENIORITY

13.1 A new employee shall be on a probationary period for eight (8) months from the date of employment, and shall have no seniority rights during the probationary period. The Company will have the indisputable right to layoff or terminate probationary employees without recourse. Upon completion of the probationary period, the employee's seniority credit will be calculated from the date of employment.

13.2 Seniority credit for lay-off and benefits purposes for all employees in the bargaining unit will be the same number of years, months, days the employee has accumulated as Credited Total Employment Service, 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.

13.2.1 Classification Seniority will pertain to matters in which seniority plays a role, except for lay-off and benefit purposes. Seniority in classification (classification seniority) will be determined by the classification held by the bargaining unit member on January 1, 2007. Whereby, classification seniority for all members will equal Company Seniority at the time of the ratification of that agreement and will be credited to the classification that they hold at the time of ratification. Any movement into another classification after ratification will result in zero prior time being credited in that classification regardless of any time having been spent in that classification prior to ratification. This seniority will pertain to matters in which seniority plays a role, except for layoff and benefit purposes.

13.2.2 The Union is responsible for all determinations related to the seniority and standing of the Bargaining Unit. The Company will provide information to assist the Union in making seniority determinations. Within thirty (30) days of the execution of this contract and every six (6) months thereafter, the Union will prepare a seniority roster, and distribute it for publication to the Company. Any employees disputing his/her seniority standing, as shown on the published seniority roster, may file a complaint with the Union, within thirty (30) days of the date of the publication. The Union agrees to indemnify the Company for all claims and costs related to actions taken by the Company in

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reliance upon the published seniority roster, unless the claim results from inaccurate information furnished by the Company.

13.2.3 Seniority credit for lay-off or recall purposes will be the Company Seniority Date (date of hire). In the event of a lay-off, an employee Company Seniority Date will be used in conjunction with paragraph 13.5 to retain employment within his/her classifications in the bargaining unit. Employees on lay-off will be placed on a recall list for a period of three (3) years or a period of time equal to the employee's total length of employment up to three (3) years.

13.3 ANNUAL BIDS: Starting in calendar year 2008, annual shift preference bids will be submitted by January 15th of each year. All requests will be submitted in writing to an employee's supervisor. An employee may only request that they be transferred to a different shift assignment existing within their current classification (i.e., 2x3 to 9/80's, etc.). All transfers will be based on seniority and will include employees currently in their probationary period. Prior to responding to the bids, Labor Relations and department management will involve the Union for input and review. The Company will respond to each request by February 15 of that year. The Company may accept, deny or delay a request based on qualifications or adverse effects on efficient operation. Approved shift reassignment will be completed in a timely and efficient manner. This will be applied in a fair and equitable manner.

13.4 Seniority will govern transfers as follows:

13.4.1 Temporary assignment within a classification will be determined by the Company based on programmatic needs. Temporary assignments will be defined as assignments lasting ninety (90) days or less.

13.4.2 Permanent job transfers within a bargaining unit classification will be offered to the senior qualified bargaining unit member within that classification that meets the job requirements. The Company may deny or delay a transfer based on qualifications or adverse effects on efficient operation. The Company will involve the Union for input and review. Permanent assignments will be defined as assignments lasting more than ninety (90) days. When qualifications of more than one bargaining unit employee(s) are relatively equal, seniority will be the deciding factor. This Article shall not affect the Company's right to team assignments involving regulatory roles (i.e. RCT and NI) within Refueling Complex Work.

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13.4.3 Permanent job assignments, within the bargaining unit classification, that have qualified alternates (i.e. ICC, etc.) will be offered to the qualified alternates first before offering the assignment to remaining bargaining unit members. When an opportunity to qualify as an alternate to one of these positions becomes available, it will be offered to the senior qualified bargaining unit member within that classification that meets the job requirements. When determining if an individual is qualified, consideration will be given to the applicants competency, based on his/her knowledge, training, skill, and ability as demonstrated by past work performance. The applicants past safety and attendance record shall also be considered.

13.4.4 Permanent job openings for bargaining unit positions, that the Company determines will be filled by a current BMPC employee, will be posted for a period of ten (10) days and filled by the senior qualified IAM&AW-bargaining unit members, who applied for the position, before the Company goes outside the bargaining unit. When determining if an individual is qualified, consideration will be given to the applicants competency, based on his/her knowledge, training, skill, and ability as demonstrated by past work performance. The applicants past safety and attendance record shall also be considered.

13.4.4.1 Bargaining unit members must have held their current position for at least one year to be eligible to bid on permanent job openings for bargaining unit positions, with the following exceptions effective on October 1, 2015.

13.4.4.1.1 Nuclear Worker Technician - 2 years from classification start date.

13.4.4.1.2 Inspector - 2 years from classification start date.

13.4.4.1.3 Radiological Controls Technician - 4 years from classification start date.

13.4.4.1.4 Electrical Inspector Qualification - 3 years from initiation of individual training plan.

13.4.4.1.5 Railcar Inspector Qualification - 3 years from initiation of individual training plan.

13.4.4.1.6 Non Destructive Testing Level II Qualification (including Helium Leak Testing) - 4 years from initiation of individual training plan.

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13.4.4.2 Seniority credit for permanent job openings of bargaining unit positions involving different classifications will be based on the Company seniority date.

13.4.5 Management recognizes that maintaining a high skill and experience level of bargaining unit members is paramount to maintaining an efficient, safe and effective operation. For this reason, NRF management has the responsibility and obligation to determine whether or not an open bargaining unit position should be filled by an experienced person who is currently not a member of the bargaining unit. However, the Company does recognize the value of qualified employees and it is the Company's intention to encourage movement of bargaining unit employees first.

13.5 REDUCTION OF FORCE: An employee displacing another employee must have more seniority and the necessary qualifications to perform the job in which he or she would be placed.

13.5.1 Sequence – Reduction in Force

If a reduction in force is necessary, Activity Managers shall notify Human Resources of the number of employees affected. Human Resources shall provide the names of the least senior employee in the classification(s) affected who will be made available for disposition under this procedure.

The sequence outlined below will be followed in placing employees eligible for retention of reduction in force is necessary.

13.5.1.1 The employee up for disposition will displace the employee with the least seniority in the same classification or in another classification.

13.5.1.1.a If there is a reduction in force, an employee up for disposition may bump back to a previously held classification for which they are qualified. When an increase in force is to be made, an employee will have the first option to return to a previously held classification, provided: the employee meets the requirements of the classification and was transferred from that classification due to a reduction of force within the last eighteen (18) months.

13.5.1.1.b At the same or higher salary code level within the employee's present classification, or at the same or higher salary code level in another classification, provided the employee has satisfactorily held that

classification or higher classification in that classification for at least six months.

13.5.1.1.c At the next lower, and successively lower, salary code levels within the employee's present classification, or at the next lower, and successively lower, salary code levels in another classification provided the employee has satisfactorily held the same or higher classification in the classification for at least six months.

13.5.1.2 Employees who cannot be placed under the Reduction in Force Procedure will be laid off, and their names will be added to the Recall List.

13.5.2 General Conditions for Placement

13.5.2.1 Employees with less than six months seniority will not have displacement rights but will be treated as direct layoffs unless positions are open for which they are qualified.

13.5.2.2 Employees will be placed in an open position in their own classification or in another classification for which they are qualified rather than displacing another employee.

13.5.2.3 Employees who refused a position in a salary code for which the maximum key sheet rate is less than 10% lower than the salary code of record in which the employee was assigned on the day six months prior to the placement in question will forfeit rights under the Involuntary Separation Program, if eligible, and will be considered a voluntary quit.

13.5.2.4 Employees may elect to go on the Inactive Seniority List if they would be offered by the procedure to take a position whose maximum key sheet rate is greater than 10% lower than the salary code of record in which the employee was assigned on the day six months prior to the placement in question. Employees who otherwise qualify as eligible employees will not have their Involuntary Separation Program eligibility affected by their election layoff.

13.5.2.5 Employees who are unable to perform the essential functions of their positions with accommodation because of temporary or permanent disability will be placed in accordance with the Reduction of Force policy, consistent with their limitation.

- 13.6 In the event of a lay-off only the Union Executive Officers (President, Vice President, Secretary/Treasurer and Chief Steward) shall have seniority preference in their classification during their term in office.
- 13.7 Any employee who accepts a position outside of the bargaining unit for a period of 6 months or more, will lose all bargaining unit seniority rights.
- 13.8 The Company 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.
- 13.8.1 The company will establish the critical functions that need to occur during the furlough and the number of personal needed to perform those functions.
- 13.8.2 The senior employees that meet the requirements to perform the critical functions will be retained.
- 13.8.3 In the event of a Furlough only the Union Executive Officers (President, Vice President, Secretary/Treasurer and Chief Steward) shall have seniority preference in their classification during their term in office.

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ARTICLE 14
SETTLEMENT OF DISPUTES

- 14.1 The Company and the Union shall settle disputes through the following grievance procedure.
- 14.2 A grievance is defined as a dispute by an identified employee(s) that in a specific instance he/she has been treated unjustly by reason of claimed misinterpretation, misapplication or violation of an express provision of this Agreement by the Company, or disciplinary action taken against any employee, including discharge. Disciplinary action involving discharge may be entered at Step 2 of the grievance procedure.
- 14.3 Any employee who believes that he/she has been unjustly treated may take the matter directly to his/her immediate supervisor within ten (10) working days of the occurrence. If he/she does not receive a satisfactory answer within eight (8) working days, he/she may proceed further in the manner described below. The intent of this section is to solve problems as quickly as possible.
- 14.4 STEP 1: If the grievance is to be processed, it will be reduced to writing and submitted to the immediate supervisor of the grievant within eight (8) working days after the meeting held in Section 14.3. Within eight (8) working days the immediate supervisor will meet with the grievant, the Shop Steward, and any witnesses needed to be present to attempt resolution of the grievance at Step 1. The supervisor shall give the Shop Steward a written response to the grievance within eight (8) working days after the Step 1 meeting was held.
- 14.5 STEP 2: If the supervisor's Step 1 answer is considered unsatisfactory, within eight (8) working days after the date of the Union's receipt of the Step 1 answer, the Union's Chief Shop Steward shall notify the Department Manager in writing of the Union's intent to appeal the grievance to the next step. The Department Manager (or designee), the grievant, the Union Chief Shop Steward (or designee), and any witnesses needed to be present shall meet within eight (8) working days of receipt of the Step 2 grievance in an effort to resolve the grievance. The Company shall give the Chief Shop Steward a written response to the grievance within five (5) working days after the Step 2 meeting was held.

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- 14.6 STEP 3: If the answer of the Department Manager is considered unsatisfactory, within five (5) working days after the date of the Union's receipt of the Step 2 answer, the Union's Business Representative will notify the Company's Labor Relations Specialist of the Union's intent to appeal the grievance to the next step. The Company's Labor Relations Specialist, the grievant, the Union's Business Representative and any witnesses needed to be present shall meet within eight (8) working days of receipt of the Step 3 grievance (extensions may be granted by mutual agreement) in an effort to resolve the grievance. The Company shall give the Union's Business Representative a written response to the grievance within eight (8) working days after the Step 3 meeting was held.
- 14.7 Grievances which are not processed to the next succeeding step within the prescribed time limit shall be considered closed unless the time is extended by mutual written agreement of the parties, with a copy of the agreement kept by both parties.
- 14.8 If the Company does not respond to the Union grievance within the prescribed time limit, the Union can process the grievance to the next step.
- 14.9 For time spent by the Union representative(s), in investigating or discussing grievances on site during their working schedule, the Company will pay at the straight time rate of pay up to sixty (60) hours per month, as a combined total for all Union representatives. This time will be appropriately coded by the employee in the "Time and Attendance System". Off site grievance meetings with the Company involving termination of an employee are paid, and are not counted towards the sixty (60) hours.
- 14.10 Representatives of the Union shall notify and obtain approval from their immediate supervisor prior to investigating or discussing grievances during working hours. This provision shall be applied in a fair and equitable manner.

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ARTICLE 15
ARBITRATION

15.1 Grievances involving discipline/discharge or the claimed violation of an express provision of this Agreement that have not been resolved under Article 14 of this Agreement are the only grievances that may be submitted in accordance with the following procedure to an arbitrator for resolution.

15.2 Arbitration Process

15.2.1 A written request for arbitration shall be submitted, within fifteen (15) calendar days after the Company provides its final written answer (Step 3 answer) under Article 14 to the Union's grievance.

15.2.2 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Prior to the arbitration hearing, the parties will attempt to agree upon a statement of the issue to be submitted to arbitration. If the parties are unable to agree on the issue, the issue shall be determined by the Arbitrator.

15.2.3 Only one (1) request for arbitration shall be scheduled for an arbitration hearing unless the parties mutually agree otherwise.

15.2.4 Within thirty (30) calendar days after receipt of a request for arbitration, the parties' designated representatives will meet to choose an arbitrator or if the Company believes the grievance is not arbitrable it will within thirty (30) calendar days after receipt of a request for arbitration, provide a written explanation of its position on arbitrability to the Union. No arbitrator or court shall proceed under any assumption of arbitrability. Only a grievance alleging a direct violation of an express provision of this Agreement or the imposition of discipline or discharge without just cause shall be arbitrable. For example, a claim seeking to limit the Company's right to subcontract is not arbitrable.

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15.3 Selection of an Arbitrator

15.3.1 The Company and Union shall attempt to reach mutual agreement on an arbitrator from a panel of arbitrators, limited to members of the National Academy of Arbitrators, provided by the Federal Mediation and Conciliation Service. Either party has the right to reject two panels of arbitrators before selecting an Arbitrator by alternately striking names from the panel. The Company will notify the selected Arbitrator and establish a hearing date agreeable to the Company, Union and Arbitrator.

15.4 Conduct of the Arbitration

15.4.1 The Arbitrator shall have no authority to issue a subpoena or other form of legal process to compel either party to produce evidence not already presented during processing of the grievance under Article 14 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 requires either party to provide the other.

15.4.2 The Arbitrator's decision shall be made in writing within thirty (30) calendar days after the hearing or within thirty (30) calendar days of the submission of the post hearing briefs, if required, whichever is later.

15.4.3 The award of an Arbitrator upon a grievance subject to arbitration as herein provided shall be final and binding upon the parties to this Agreement. No Arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement. The Arbitrator shall have no authority to make any award requiring payment to any employee for any period more than thirty (30) calendar days preceding the filing of a grievance.

15.4.4 Each party shall bear its own expenses of the arbitration except that the expenses of the Arbitrator, including the cost of a hearing room, transcript if any, and any other related mutually agreed upon expenses, shall be shared equally between the Union and the Company.

15.4.5 Arbitration hearings shall be held at times and places mutually agreed upon by the parties. In the event the parties cannot agree thereon, hearings shall be held in Idaho Falls.

15.4.6 A copy of any document furnished to the Arbitrator by either party shall also be furnished simultaneously to the other party.

KS 11/6/15
CW 11/9/15

ARTICLE 16
SECURITY

16.1 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.

16.2 Neither the Company nor Union shall make decisions that conflict with the security regulations adopted by the Department of Energy (DOE) or as required by other Government contracts.

KSH/6/15
CW 11/9/15

ARTICLE 17
HEALTH AND SAFETY

- 17.1 The Company and the Union 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.
- 17.2 Employment is contingent on passing a physical examination, the requirements of which are determined by the position to be filled. The Company will continue to make periodic medical examinations as required. An employee determined unable to meet the physical requirements of the position shall be removed from the position. In such cases the employee may be placed in an open position within the bargaining unit should one be available and the employee meets the qualifications and position requirements.
- 17.3 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 Union 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.
- 17.4 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.
- 17.5 Any employee who reasonably believes that a work assignment presents an immediate hazard to self or co-workers, 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.
- 17.6 The Company will reimburse bargaining unit employees for the purchase of one pair of safety boots up to the amount of \$150.00 every eighteen (18) months. This applies only to employees required to wear safety boots for the tasks associated with their employment.

ARTICLE 18
SAVINGS CLAUSE

- 18.1 Should any portion or portions of the 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 20.
- 18.1.1 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 sixty (60) days' written notice to either party by the other.

KJ 11/6/15
CW 11/9/15

ARTICLE 19
BENEFITS

- 19.1 Qualified employees at the Naval Reactors Facility are eligible to participate in the BMPC health and welfare benefits programs. In the event there could be changes to any plan that would affect the level of benefits, the company will notify the union for input and review, as soon as possible, in an effort to explore available options. Changes to a BMPC health or benefit plan will go into effect as scheduled provided those changes are put into effect for all BMPC employees covered by that plan; and, the company will negotiate with the union any further changes the union proposes.
- 19.2 Bechtel NR Program Savings Plan – For each dollar contributed to the plan, bargaining unit employees will receive fifty cents (\$.50) as a Matching Contribution, up to certain maximums outlined in the chart below.

The chart below lists the maximum Matching Contribution available to bargaining unit members, and the general definition of Compensation used when calculation contributions for bargaining unit members.

Hire date	Maximum Matching Contribution per Payroll Period	General Definition of Compensation
On or before January 31, 2009	Maximum of 3% of Compensation	401(k) Eligible Compensation
On or after February 1, 2009	Maximum of 4% of Compensation	Base Salary Only

KS 11/6/15
OW 11/9/15

ARTICLE 20
MODIFICATION AND TERMINATION

- 20.1 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 4.
- 20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, except to the extent they are set forth in the Pension and Insurance Agreement between the Company and the Union. Therefore, the Company and the Union 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 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.
- 20.3 Either the Company or the Union may terminate this Agreement as of midnight on September 30, 2020, or September 30th, of any subsequent year by written notice to the other not more than Ninety (90) days, and less than thirty days prior to September 30, 2020, or prior to September 30th of any subsequent year.
- 20.4 If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety (90) days and not less than thirty (30) days prior to September 30, 2020, or prior to September 30th of any subsequent year, so notify the other in writing. Not more than forty five (45) days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement and a proposal for a revision of wages which may be submitted by either the Company or the Union. If settlement is not reached by September 30, 2020, or September 30th, of any subsequent year, this Agreement shall continue in full force and effect until the 10th day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

KS 11/6/15
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ARTICLE 21
WAGE SCHEDULE

- 21.1 All classifications listed in paragraph 1.1 of Article 1 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 applicable schedule. Payments will be made in accordance with Company's regular pay schedule.
- 21.1.1 It is the Company's intent to keep Technician and Engineering Assistant salaries competitive with equivalent industry rates.
- 21.1.2 Salary rates shall be adjusted in accordance with the Technician or Engineering Assistant Salary Rate Schedules as applicable.
- 21.1.3 Employees will normally be hired at the hiring rate listed on the Technician or Engineering Assistant Salary Rate Schedule as applicable.
- 21.2 Annual progression adjustment step increases will be effective on October 1, of each year, in accordance with the Technician or Engineering Assistant Salary Rate Schedules as applicable.
- 21.3 Current BMPC Employees transferring into an IAM&AW represented classification from a non IAM&AW represented position will start at the hire rate for that classification or their current rate which ever is higher. The applicable maximum rate will not be exceeded.
- 21.4 IAM&AW represented employees that transfer to a higher coded IAM&AW represented classification will start at the hire rate for their new classification or their current rate whichever is higher.
- 21.5 IAM&AW represented employees that transfer or are demoted to a lower coded IAM&AW represented classification will start at the maximum rate for their new classification or their current rate whichever is lower.
- 21.6 IAM&AW represented employees that transfer to another laterally coded IAM&AW represented classification will start at their current rate in their new classification.

KS 11/6/15
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21.7 Acting LSS/Lead Technician

21.7.1 The Company may at any time deem it necessary to appoint an employee, with their concurrence, to serve out of classification as an Acting LSS or Lead Technician. Acting LSS or Lead Technician position requirements and qualifications are determined by management and may be different for each classification.

KS 11/6/15
CW 11/9/15

Technician Monthly Salary Rate Schedules

TECHNICIANS WITHIN THE UNIT BEFORE JANUARY 1, 2016					
<u>Years of Service</u>	<u>1% schedule adjustment</u> * <u>Effective the 1st day of the month following ratification</u>	<u>1% schedule adjustment</u> <u>Effective October 1, 2016</u>	<u>1% schedule adjustment</u> <u>Effective October 1, 2017</u>	<u>1% schedule adjustment</u> <u>Effective October 1, 2018</u>	<u>1% schedule adjustment</u> <u>Effective October 1, 2019</u>
Hiring Rate	\$4,479.60				
6 Months	\$5,003.14	\$5,053.18			
18 Months	\$5,413.84	\$5,467.98	\$5,522.66		
30 Months	\$5,657.30	\$5,713.88	\$5,771.00	\$5,828.72	
4 Years	\$6,109.22	\$6,170.30	\$6,232.00	\$6,294.32	\$6,357.28
5 Years	\$6,440.32	\$6,504.72	\$6,569.76	\$6,635.46	\$6,701.82
6 Years	\$6,866.42	\$6,935.10	\$7,004.44	\$7,074.48	\$7,145.24
<p>On the following effective dates Technicians will receive the following lump sum payments:</p> <p>** Effective pay date at the end of the month following ratification - \$1200 one time lump sum</p> <p>** Effective October 1, 2016 - \$800 one time lump sum</p> <p>** Effective October 1, 2017 - \$800 one time lump sum</p> <p>** Effective October 1, 2018 - \$800 one time lump sum</p> <p>** Effective October 1, 2019 - \$800 one time lump sum</p>					

* If ratified by November 6, 2015 this effective date will be November 1, 2015.

** If ratified by November 6, 2015 the following adjustments will be made to the lump sum payments.

Additional \$700 applied to the pay date at the end of the month following ratification one time lump sum.

Additional \$200 applied to the October 1, 2016 one time lump sum.

Additional \$200 applied to the October 1, 2017 one time lump sum.

Additional \$200 applied to the October 1, 2018 one time lump sum.

Additional \$200 applied to the October 1, 2019 one time lump sum.

TECHNICIANS HIRED OR TRANSFERRED INTO THE UNIT AFTER JANUARY 1, 2016					
<u>Progression steps</u>	<u>Effective January 1, 2016</u>	<u>1.5% schedule adjustment</u> <u>Effective October 1, 2016</u>	<u>1.5% schedule adjustment</u> <u>Effective October 1, 2017</u>	<u>1.75% schedule adjustment</u> <u>Effective October 1, 2018</u>	<u>1.75% schedule adjustment</u> <u>Effective October 1, 2019</u>
Hire	\$4,583.34	\$4,652.08	\$4,721.86	\$4,804.50	\$4,888.58
Step 1	\$4,760.64	\$4,832.04	\$4,904.52	\$4,990.36	\$5,077.68
Step 2	\$4,944.80	\$5,018.98	\$5,094.26	\$5,183.40	\$5,274.12
Step 3	\$5,136.08	\$5,213.12	\$5,291.32	\$5,383.92	\$5,478.14
Step 4	\$5,334.76	\$5,414.78	\$5,496.00	\$5,592.18	\$5,690.06
Step 5	\$5,541.14	\$5,624.26	\$5,708.62	\$5,808.52	\$5,910.16
Step 6	\$5,755.48	\$5,841.82	\$5,929.44	\$6,033.22	\$6,138.80
Step 7	\$5,978.14	\$6,067.80	\$6,158.82	\$6,266.60	\$6,376.26
Step 8	\$6,209.38	\$6,302.52	\$6,397.06	\$6,509.02	\$6,622.92
Step 9	\$6,449.60	\$6,546.34	\$6,644.54	\$6,760.82	\$6,879.12
Maximum	\$6,699.08	\$6,799.58	\$6,901.56	\$7,022.34	\$7,145.24

RJ 11/6/15
CW 11/9/15

Engineering Assistant Monthly Salary Rate Schedule

ENGINEERING ASSISTANTS					
<u>Years of Service</u>	<u>2% schedule adjustment</u> <u>* Effective the 1st day of the month following ratification</u>	<u>2% schedule adjustment</u> <u>Effective October 1, 2016</u>	<u>2% schedule adjustment</u> <u>Effective October 1, 2017</u>	<u>2% schedule adjustment</u> <u>Effective October 1, 2018</u>	<u>2% schedule adjustment</u> <u>Effective October 1, 2019</u>
Hiring Rate	\$2,961.84	\$3,021.08	\$3,081.50	\$3,143.12	\$3,206.00
1 Year	\$3,275.82	\$3,341.34	\$3,408.16	\$3,476.32	\$3,545.84
2 Years	\$3,589.78	\$3,661.56	\$3,734.80	\$3,809.50	\$3,885.68
3 Years	\$3,903.72	\$3,981.80	\$4,061.44	\$4,142.66	\$4,225.52
4 Years	\$4,217.70	\$4,302.06	\$4,388.10	\$4,475.86	\$4,565.38
5 Years	\$4,531.68	\$4,622.32	\$4,714.76	\$4,809.06	\$4,905.24
6 Years	\$4,903.44	\$5,001.50	\$5,101.52	\$5,203.56	\$5,307.64
If ratified by November 6, 2015, effective the pay date at the end of the month following ratification the Engineering Assistants will receive a \$900 one time lump sum.					

* If ratified by November 6, 2015 this effective date will be November 1, 2015.

KS 11/6/15
CW 11/9/15

ARTICLE 22
NOTICE OF TERMINATION

- 22.1 An employee desiring to terminate his/her employment will give two (2) weeks' notice unless he/she has less than one year's service, in which case he/she will give only one week's notice.
- 22.2 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."

ARTICLE 23
LEAVE OF ABSENCE

- 23.1 Upon written request of the Union, an elected official may, upon mutual agreement, be granted a leave of absence for a period not to exceed three (3) years at a time for the purpose of attending to Union business. Upon return to work, such employee will be paid the current applicable rate for his/her classification, and his/her seniority credit will continue to accumulate during the leave of absence.
- 23.2 Leaves of absence are subject to mutual agreement of the Company and the Union.
- 23.3 The Company agrees that it will provide the provisions outlined above in a fair and equitable manner.

*KS 11/6/15
CW 11/9/15*

ARTICLE 24
MISCELLANEOUS

24.1 Personal items damaged as a result of accident or other uncontrollable occurrences 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.

24.2 The Company recognizes the Union classifications and shall not arbitrarily assign work contrary to jurisdiction agreement(s) or mutual understanding(s) between the Company and the IAM&AW Local Lodge 2006.

KS 11/6/15
CW 11/9/15

THIS AGREEMENT made and entered into as of November 6, 2015, effective November 1, 2015, by and between Bechtel Marine Propulsion Corporation hereafter called the 'COMPANY', and the 'INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, Local Lodge 2006', hereinafter called the 'UNION', acting for itself and on behalf of its members, pursuant to certification duly issued by the National Labor Relations Board, as exclusive collective bargaining representative of designated employees of the Company.

Bechtel Marine Propulsion Corporation

Kenneth E. Hedman
(Signature is on File)

Kenneth E. Hedman,
Lead Negotiator


Kent R. Sampson,
Lead Company Negotiator


Jerald Jensen,
Negotiator

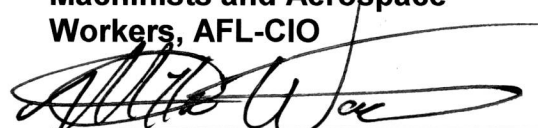

Daniel Miller,
Benefits and Policy Specialist


Matt Jones,
Negotiator


Kurt Hodson,
Negotiator

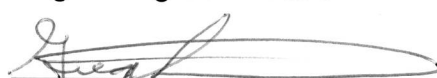

David Faulkner,
Negotiator

**International Association of
Machinists and Aerospace
Workers, AFL-CIO**



Mike Wardle,
Grand Lodge Representative



Christian White,
Negotiating Committee


Burdett Hoskins,
Negotiating Committee


Greg Simmons,
Negotiating Committee


Russell Hammond,
Negotiating Committee


Shantel Capson,
Negotiating Committee


Dan Green,
Recording Secretary