

PREAMBLE

This Agreement is entered into as of the **21th day of August, 2015**, by and between Bechtel Marine Propulsion Corporation (BMPC – KAPL), at its locations at or near Schenectady, New York which operates under a contract with the United States Department of Energy (hereinafter referred to as the "Company") and Local #294 affiliated with the International Brotherhood of Teamsters (hereafter referred to as the "Union").

ARTICLE I

RECOGNITION

Section 1. Certification

The Company agrees to recognize the Union as the sole collective bargaining representative for those employees in the Unit for which the Union is and continues to be certified by the National Labor Relations Board in Case No. 5-RC-570, Voting Group 4.

Section 2. Description of Unit

The description of the unit is as follows: All truck drivers of BMPC - KAPL at the Knolls Atomic Power Laboratory locations in Niskayuna and West Milton, New York, excluding all other employees, guards, and supervisors as defined in Section II of the National Labor Relations Act.

ARTICLE II

DISCRIMINATION AND COERCION

Section 1. Company Obligations

There shall be no discrimination by supervisors or other agents of the Company against any employee because of the employee's membership in the Union or because the employee is acting as a representative of the Union.

Section 2. Union Obligations

Neither the Union nor any steward, officer or other agent or representative shall intimidate or coerce any employee nor solicit members or funds on Site during working hours.

Section 3. Company and Union Obligations

The Company and the Union shall not discriminate against any employee on account of race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental disability, veteran's status, or any other basis as required by law.

Section 4. Company Obligation

The Company shall not discriminate against any of its employees in the payment of wages, assignment of jobs, seniority, promotion, training, transfer, layoff, discipline, discharge or any other term or condition of employment because of race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental disability, veteran's status, or any other basis as required by law.

ARTICLE III

RESPONSIBILITY OF THE PARTIES

The parties recognize that, under this Agreement, each of them has responsibilities for the welfare and security of the employees:

- a) The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.
- b) Subject only to any limitations stated in this Agreement the Union recognizes that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner.

ARTICLE IV

UNION SECURITY

Section 1. Union Security

- a) Subject to applicable law, all employees who, as of the date of this Agreement are members of the Union in accordance with the constitution and bylaws of the Union or who become members of the Union following the effective date of this Agreement, shall, as a condition of employment, remain members of the Union insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly

required, is concerned.

- b) Subject to applicable law, all present employees who are not members of the union and all individuals hired after the effective date of this agreement, shall, beginning on the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following employment, whichever is later, as condition of employment, become and remain member of the Union in good standing insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned.
- c) For purposes of this Article IV, the phrase "members of the Union" shall only require the payment of an amount equal to periodic dues and initiation fees, uniformly required.

Section 2. Union Dues

- a) The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes the Company Paymaster to do so, will deduct from the earnings payable to such employee on the first pay day of each month, the monthly dues (including initiation fee, if any) for such employee's membership in the Local and shall remit promptly to the Local all such deductions.
- b) Subject to applicable law, individual authorizations executed after the effective date of the agreement shall be signed cards in the form agreed to by the Company and the Union as provided in Section 3 below:

Section 3. Union Dues Deduction Authorization Form:

BMPC - KAPL

Date _____

EMPLOYEE NAME _____ Emplid. No. _____

ASSIGNMENT TO AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES AND INITIATION FEES TO LOCAL NO. 294, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (Hereinafter referred to as Local 294 IBT).

To Paymaster:

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

For each week during which I work for BMPC - KAPL while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No. 294 IBT, a sum equal to Union membership dues from my earnings (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such an amount equal to membership dues from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such an amount equal to membership dues from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and the Local, postmarked not earlier than June 20 and not later than June 30 of any year during which the **2015 – 2019 BMPC – KAPL** - Local 294 IBT Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

I further hereby assign, from my earnings now or hereafter payable to me from BMPC - KAPL. to Local No. 294 IBT, the sum of \$ _____ equal to the Union initiation fee and I hereby authorize and direct you to deduct such sum from my earnings and pay the same for my account to such Local. You are authorized to deduct such sum from my earnings payable the second pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent week or weeks as we may mutually agree upon.

PAY No. _____

SIGNATURE OF EMPLOYEE. _____

ARTICLE V

UNION REPRESENTATIVES

Section 1. Seniority of Stewards

- a) A Union Steward shall be a regular employee of the Company with at least six months seniority. There shall be one steward for BMPC - KAPL.
- b) For purposes of layoff the steward shall be deemed to have greater seniority than the employees in the group he or she represents. In the event of a layoff affecting the group of employees represented by the Steward, such employee shall in accordance with Section 2 of Article XIV displace an employee within the group who has less actual seniority. In the event the steward does not have sufficient actual seniority to displace any employee within the group, then such steward shall be deemed to have sufficient seniority to retain **his/her** job classification and wage rate within the group. This provision shall be applicable to the steward whose name shall be furnished in writing to the Company prior to the giving of notice of layoff by the Company.

Section 2. Payment and Size of Negotiating Committee

- a) For time spent during the regular working schedule in negotiating grievances with the supervisor, the Company will pay the steward during each BMPC - KAPL fiscal month, up to a maximum number of hours determined by multiplying the number of weeks in such fiscal month by one and one-half.

- b) For time spent by the regular Union Negotiating Committee within their regular working schedule in negotiating grievances at Step Two of the Grievance Procedure, the Company will pay each employee member up to a maximum of eight hours per week.

The Union Negotiating Committee at such grievance meetings shall consist of not more than four members of the Union and the Business Agent. The Union will advise the Company in writing of the names of the members of such committee.

Section 3. Payment for OSHA Type Inspections

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

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Settlement of Bargaining Issues

Subject to the provisions of Article XXI, the Grievance Procedure established by this Article shall be used for the purpose of orderly negotiation between the parties concerning all claims, disputes, or other matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims, disputes, or other matters involve the interpretation or application of this Agreement.

Section 2. Grievance Procedure

a) Initiation of Grievances

Grievances may be filed by an employee or group of employees, or a representative of the Union. Grievances of a general nature filed by the Union may be initiated at the second step of the grievance procedure.

b) Steps in the Grievance Procedure:

Step I:

- a) Within two calendar weeks after the employee becomes aware of the situation, condition, or action of management giving rise to a grievance, the employee affected thereby, or a Representative, may orally present a grievance to the employee's supervisor for

settlement.

- b) If no agreement is reached, the employee may take the grievance to his/her Representative, who will reduce it to writing indicating the nature of the grievance, adjustment requested, and any other pertinent information. This should be signed by the employee and his/her representative, and then presented to the supervisor within a reasonable time after the supervisor's verbal reply. Each of the parties should retain a copy of the grievance.
- c) The supervisor will give a written answer, generally within forty-eight hours from his/her receipt of the grievance.
- d) If the grievance is not processed, in writing, to the second step of the grievance procedure within two calendar weeks from the date that the supervisor's written answer is given, the case shall be considered closed.
- e) After a Representative has submitted a grievance to the Company's supervisor, all negotiations and settlements with respect to this grievance shall be handled through the Union Representative. If a settlement is not reached between the supervisor and the Representative, the grievance may be referred to Step II.

Step II:

- a) If the Union decides to take the grievance to the second

step within the time specified in Step I, d) above, the Company's Manager of Labor Relations or designee shall be advised in writing and a meeting will be arranged, generally within seven days.

- b) Whenever possible a decision will be given at such meeting. If not, then within three days Management will give a written decision to the Business Agent of the Union and the Steward involved.
- c) If the grievance is not processed in writing to the third step of the grievance procedure within two calendar weeks from the date a decision is given in accordance with b) above, the case shall be considered closed.
- d) After the grievance has been submitted to the designated representatives of Management, then all negotiations and settlements with respect to the grievance shall be handled through the Union Negotiating Committee. If a settlement is not reached between the Union - Management Negotiating Committee, the grievance may be referred to Step III.

Step III:

- a) If the Union decides to take the grievance to the third step, it will present to the office of the Company's Manager of Human Resources or designee, a written statement of such grievance giving pertinent information relative to the grievance and indicating the relief requested.
- b) A meeting between the designated Representatives of

the Union and the Company shall be arranged, generally within two calendar weeks, for the purpose of discussing such grievance.

- c) The Company will give a written decision within three working days after a final meeting for discussion.
- d) Upon the expiration of ninety days from the date that the Company's written reply to the grievance is given to the Union, the grievance shall be considered settled and closed for all purposes except that the foregoing shall not limit the right of the Union to request arbitration as provided in Article VII.

Time, in addition to that provided in b), may be allowed by mutual agreement.

Section 3. Discharge for Just Cause

The Company retains the right to suspend or discharge any employee for just cause.

ARTICLE VII

ARBITRATION

Section 1.

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

- a) the interpretation or application of a provision of this Agreement, or
- b) a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, or
- c) a non-disciplinary termination, occurring after the effective date of this agreement, may be submitted to arbitration upon written demand of either the Union or the Company, provided that such demand is made within 30 days after the final decision of the Company has been given to the Union pursuant to Article VI, Step 3. For the purpose of proceedings within the scope of b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties shall be imposed only for just cause. Pragmatic

Section 2.

In the consideration of whether a matter is subject to mandatory arbitration, a fundamental principle shall be that the

Company retains all its historic rights to manage the business (including, but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner, subject only to the express limitations set forth in the **2015 - 2019 BMPC – KAPL - IBT Agreement**; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights except where such challenge a) is based upon a violation of any such express limitations and b) is not a subject for voluntary arbitration under the provisions of II below:

I. Mandatory Subjects

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

- a) Disciplinary Action (including discharge) or non-disciplinary terminations but with the following exception:
- b) No arbitrator shall have the authority to consider, rule on or enter any award with respect to, any discipline or discharge imposed on employees having less than six months of continuous service with the Company, provided that nothing in this subsection shall limit the authority of any arbitrator with respect to disciplinary penalties or discharges imposed in violation of Section 1 of Article II.
- c) The claimed violation of a specific provision or provisions of the **2015 – 2019 BMPC - KAPL - IBT Agreement** (with the limitations and exceptions set out

in this Article).

II. Voluntary Subjects

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

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

- 1) the elements of an employee's job assignment;
 - 2) the level, title or other designation of an employee's job classification;
 - 3) the right of management to assign or reassign work or elements of work.
- g) Rules II e) and II f) above are designed to confirm the intent of the Agreement that disputes over individual job classifications, rates of pay, etc., are assigned by the parties to negotiation and not to arbitration.

Section 3.

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

Section 4.

Within 10 days following a demand for arbitration of a grievance, the Company or the Union may request the American Arbitration Association to submit a Panel of names from which an arbitrator may be chosen. In the selection of an arbitrator, the Voluntary Labor Rules of the American Arbitration Association shall control, except that:

- a) Notwithstanding any provision of such Rules, the

Association shall have no authority to appoint an arbitrator in any matter who has not been approved by both parties until and unless the parties have had submitted to them at least three Panels of arbitrators and have been unable to select a mutually satisfactory arbitrator therefrom; and

- b) either party may, if it desires, be represented by Counsel.

Section 5.

- a) The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement. 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. The award issued by an arbitrator 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 the **2015 - 2019 BMPC - KAPL- IBT 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.

- b) It is specifically agreed that no arbitrator shall have the authority or jurisdiction to establish or modify any wage rate or job classification, or authority or jurisdiction to decide the appropriate classification of any employee.
- c) In addition, no provision of this Agreement or other agreements between the parties shall be subject to arbitration pertaining in any way to the establishment, administration, interpretation or application of Article XVIII of this agreement, or the Insurance, Welfare, Pension, Savings Plans, or other Benefit Plans in which employees covered by this Agreement are eligible to participate. It is further specifically agreed that no arbitrator shall have the authority to interpret or apply the Recognition Article (Article I) of this Agreement.

Section 6.

- a) The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him including the right to modify or reduce or rescind any disciplinary action taken by the Company but excluding the right to amend, modify or alter the terms of this Agreement, or any local understanding.
- b) The expense of the arbitration will be borne equally by both parties.
- c) If either party fails to appear before the arbitrator without satisfactory explanation that party shall forfeit its

rights in connection with the dispute or disputes.

- d) Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

Section 7.

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

ARTICLE VIII

STRIKES AND LOCKOUTS

Section 1. Strikes

During the term of this Agreement, there shall be no strike, sitdown, slowdown, employee demonstration or any other organized or concerted interference with work of any kind by any employee or group of employees, and no strike or interference with work shall be directly or indirectly authorized or sanctioned by the Union or any of their respective officers, officials or stewards, provided that, the foregoing shall not be applicable where the Union calls a strike over a grievance which has originated in such bargaining unit, after such grievance has been fully processed through Step 3 of the Grievance Procedure as provided in Article VI provided that, no such strike shall be called or commenced with respect to any grievance which has been

settled and closed as provided in Step 3 of the Grievance Procedure, nor with respect to any grievance which is submitted to arbitration as provided in Article VII or if 90 days shall have elapsed after receipt by the Union of the Company's final decision on the grievance at Step 3 and provided that the Union shall have advised the Company at least 24 hours in advance of such strike action the unsettled grievance over which the strike is being called.

Section 2. Lockouts

The Company will not lock out any employees while a disputed job is under discussion at any of the steps of the Grievance Procedure set forth in Article VI or if the parties agree to arbitrate the matter.

ARTICLE IX

SCHEDULE OF HOURS AND OVERTIME

Section 1. Working Schedules

- a) The normal workweek shall be forty hours per week, either eight hours per day and five days per week, Monday to Friday inclusive or 8 nine-hour days and 1 eight-hour day over the course of two weeks (9/80 Schedule). For those on 9/80 schedules, the workweek will end after four (4) hours on Friday (or Monday if so designated).
- b) An employee's working schedule shall be determined within the calendar week by requirements of the assignment. Upon commencing work on Monday at a

newly assigned starting time which is earlier than the starting time during the preceding week, the workday immediately preceding such Monday shall end provided the employee has had a twenty-four hour period of rest prior to the newly assigned starting time.

- c) In the interest of properly serving customers, the Union and the Company recognize the need for, and advantage to all concerned from performance of assigned work outside of normal schedules. The Company agrees to give notice of such assigned work to the extent reasonably practicable in the particular circumstances. Union-represented employees are expected to perform a reasonable amount of overtime work.

Section 2. Time and One Half

Employees will be paid at the rate of one-and-one half times their straight time pay for hours worked:

- a) in excess of forty hours per week, or
- b) on Saturday.

Section 3. Double Time

Employees will be paid at two times their straight time pay for hours worked:

- a) on Sunday, or
- b) in excess of twelve hours in his/her workday, provided

that an employee who shall have worked in excess of twelve hours in any single workday, and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until relieved from work.

Section 4. Double Time and One Half

Employees will be paid at two and one half times the straight time rate for hours worked on the holidays listed in Article XI.

The payment of double time-and-one-half for hours worked on the holidays listed in Article XI shall be deemed to include payment for the holiday under Article XI.

For determining hours for which premium will be paid on holidays, each employee's holiday shall be the twenty-four hour period beginning with the start of the assigned tour of duty within the calendar holiday.

Section 5. Report-in Time

Employees who have not been instructed otherwise, and who report for work in accordance with their regular schedule and are sent home because neither their regularly assigned nor any reasonably comparable work is available, will receive not less than four hours pay at the rate applicable had they worked. This Section is not applicable when the inability to supply work is caused by fire, flood or work stoppage in the same Company location.

Section 6. Call-in Time

Employees who are called in outside of their regular scheduled hours will be paid at their applicable premium rate but will receive not less than the equivalent of four (4) hours pay at their straight time rate.

Section 7. Night Shift Bonus

Employees assigned to night trips shall have a ten percent night shift bonus added to the regularly determined earnings for such periods. Such night shift bonus shall be applied to trips beginning after 12 Noon and up until 3:30 a.m. for all continuous hours worked on such trips.

Section 8. Early Reporting

Day shift employees who at any time are told to report after midnight and who continue working into their regular work shift will be paid at the rate of double time for all hours worked up to the regularly assigned starting time of their work shift.

Section 9. Work Schedule Flexibility

- a) During the term of this Agreement, the Company and the Union may negotiate modifications to the regular workweek, regular workday and work shift as defined in Section 1 of this Article IX for employees within the bargaining unit.
- b) In conjunction with agreements negotiated under Section 9 a) above, the Company and the Union may negotiate modifications to the overtime provisions set forth in Section 2 Time and One Half, Section 3 Double Time, and Section 8 Early Report of this Article IX to

provide that overtime premium payments will be paid only for the hours worked over forty (40) in a given workweek.

- c) The modifications described in Sections 9 a) and 9 b) above will be set forth in separate written agreements signed by the Company and the Union and shall run concurrent with the term of this Agreement.

ARTICLE X

CONTINUITY OF SERVICE AND SERVICE CREDITS

Section 1. Definition of Terms:

- a) "Continuity of service" designates the status of an employee who has service credits totaling fifty-two or more weeks.
- b) "Continuous service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "continuity of service."
- c) "Service credits" are credits for periods during which an employee is actually at work for the Company or for periods of absence for which credit is granted. (As provided in Section 3.)
- d) "Absence" is the period and employee is absent from work either with or without pay (except a paid PeTO period) computed by subtracting the date following the

last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.

- e) "Illness" shall include pregnancy whenever the immediate supervisor is notified prior to absence from work.

Section 2. Loss of Service Credits and Continuity of Service

- a) Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:

- 1) Quits, dies, resigns, retires or is discharged.
- 2) Is absent from work for more than two consecutive weeks without satisfactory explanation.
- 3) Is absent from work because of personal illness or accident and fails to keep the Company notified monthly, stating the probable date of his/her return to work.
- 4) Is notified within a year from date of layoff that the employee may return but fails to return or to give satisfactory explanation within two weeks.
- 5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the Company.
- 6) Is absent from work for a continuous period of

more than one year for any reason other than a) a leave of absence granted in advance, or b) an absence due to a compensable accident or a compensable illness (up to 18 months).

- b) If the Company re-employs an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored if his/her continuous service at the time of their first layoff, termination for transfer to a successor employer, or first day of illness was greater than the total length of such absence or if the employee has recall rights under Section 4 of Article XIV.
- c) The service record of each employee laid off and reemployed after layoff or re-employed following illness or injury, will be reviewed by the Company at the time of their re-employment and in each case, such employee will be notified as to his/her service credits and continuity of service, if any.
- d) If the Company reemploys, on or after June 27, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment [and the employee is not eligible for automatic service restoration under Section 2 b)], the Company shall restore such continuity of service after the employee has completed one year of continuous service following reemployment.

- e) For employees re-employed prior to June 27, 1988 who do not have restoration rights under prior Agreements, the Company shall restore the employee's prior unrestored continuity of service when such employee has three years of continuous service (effective January 1, 1990), provided, however, that if the employee is absent on the date the restoration would otherwise occur, such service restoration will occur when the employee returns to work with continuity of service.
- f) Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of Income Extension Aid benefits, special termination payments or Severance Pay provided under Article XVIII within a reasonable time after rehire, if such benefits were paid under the Voluntary Special Layoff Bonus or the special lump sum termination option or as a result of a lump sum due to 1) a plant closing termination which occurred within six months prior to the date of reemployment, 2) a transfer of work, 3) the discontinuance of a discrete, unreplaced product line, or 4) the introduction of an automated manufacturing or office machine.

Section 3. Service Credits

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

- a) Employees when re-employed with prior service credits or continuity of service following absence due to illness, accident, layoff, or leave of absence granted by the Company, because of termination for transfer to a successor employer, or due to plant closing, will receive service credits for up to a total of the first twelve months of such absence. Where the absence of an employee, with continuity of service, is due to a compensable accident or compensable illness, and the employee is reemployed without loss of continuity of service, service credits will be granted for the period of absence in excess of twelve months up to a maximum of six additional months.
- b) For all other absence of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.
- c) If an employee who has lost prior service credits or continuity of service is re-employed, he or she shall be considered a new employee and will not receive service credits for any time prior to the date of such reemployment unless all or part of prior service credits are restored.

Section 4. Application

An employee's continuity of service date is controlling for those benefit plans that so designate it as the controlling date. An employee's continuity of service date would not be applicable where an employee's Pension Qualification Service Date (PQS)

or Pension Benefit Service Date (PBS) is controlling.

ARTICLE XI

HOLIDAYS

Section 1. Hourly-Rated Employees

- a) For each of the following holidays not worked, every hourly rated employee will be paid up to eight hours at his/her current rate for a number of hours equal to his/her regular daily working schedule during such week:

New Year's Day
Memorial Day
Independence Day
Labor Day
Personal Holiday

Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Personal Holiday

These holidays may not be unilaterally changed by either party.

- b) Such employee has been employed at least thirty days prior to any such holiday.
- c) Such employee works the last scheduled workday prior to and the next scheduled workday after such holiday within his/her or her scheduled workweeks. This condition shall not prevent payment of holiday pay in the following situations:

- 1) an employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled day following the holiday; or
- 2) an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such workdays due to verified personal or family medical time off, paid personal time, death-in-family, layoff or Union activity. Union activity absences will be limited to excused absences; or
- 3) an employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or
- 4) an employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provision ranged under the provision of Section 3 hereof) or his/her next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday, and he will be entitled to holiday pay only

for the second of such double consecutive holidays if he fails to work the last scheduled workday prior to the first such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

- d) In order to accommodate different work schedules that may involve regular work days less than or greater than eight (8) hours, the maximum holiday eligibility from January 1, 2012 through termination of this agreement is expressed as follows:

Total Annual Number of Holidays: 10 days

Total Annual Hours of Holidays: 80 hours

- e) Scheduling of holiday time that is not included within the listed or otherwise determined holiday schedule will be subject to manager's approval. Such approval will not be unreasonably withheld.

Section 2. Saturday and Sunday Holidays

Any of the above listed holidays, falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall, for such purposes, be observed on that Monday only.

Any of the paid holidays falling on Saturday shall be treated, for all purposes under the Agreement, as falling on the preceding Friday or, if mutually agreed upon, a day other than such preceding Friday may be substituted for the Saturday holiday. All holidays must be observed during the year in which they occur.

Thus, a New Year's Day Holiday falling on a Saturday will be observed on the following Monday.

Section 3. Holiday Substitution

If a mutual agreement is reached between the parties, a holiday may be substituted in place of the holidays listed in Section 1 of this article.

Section 4. Personal Elected Holiday

- a) Employees must have their personal holiday scheduled before year-end or the holiday will be lost. There will be no carryover into the next year.
- b) A personal holiday must be scheduled and approved by management in advance of taking the day off as a holiday. There will be no application of this holiday retroactively to compensate an employee for a previous absence.
- c) A personal holiday may be taken in 1 hour increments.
- d) Should management require an employee to work on a pre-approved scheduled personal holiday, the employee shall have the following options:
 - 1) Not request another personal holiday be scheduled by management and receive holiday premium pay for working the original pre-approved scheduled holiday, or
 - 2) Request another personal holiday be scheduled

by management before year-end and not receive holiday premium pay for working the original pre-approved scheduled holiday.

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

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

ARTICLE XII

PERSONAL TIME OFF (PeTO)

Section 1. Eligibility for Personal Time-Off

- a) PeTO may be used in 1/10 hour increments. It will be accrued by eligible employees as follows:

- b) Schedule C:

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

- 1) Employees on active or protected service status as of January 1, 2012, will be credited with one-

third (1/3) of hours eligible according to the above schedule. Employees with original hire or rehire dates on or after January 1, 2012 will have their PeTO bank credited with 40-hours on their first day of employment.*

* 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)

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

c) Schedule B:

- 1) Current employees as of October 1, 2011 will have a one-time opportunity to choose Schedule B.
- 2) Employees who choose Schedule B will have their entire annual eligibility amount credited to their PeTO bank on the first day of the calendar year per the following schedule:

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

Employees may carry a maximum of 80 hours into the next calendar year.

Section 2. General

- a) Subject to site specific business needs and with management approval prior to the absence, employees can make up PeTO absences of less than four hours in duration within the same work week, providing that making up that time does not require the payment of overtime.
- b) Employees will be paid for unused, accrued PeTO

balance upon separation from employment, at the rate of pay on their last day of work.

- c) The existing BMPC policy on PeTO will be the controlling document in any conflict with contract language.
- d) An employee whose continuity of service is unbroken as of January 1st shall qualify for PeTO.

Section 3. Termination of Employment

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

Section 4. Use of PeTO Time for Absences of Employees

a) Leave of Absence:

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

b) Extended Illness, Accident or Layoff:

An employee who is absent because of illness or accident, or because they are laid off for lack of work, may (unless the Department is scheduled for an annual shutdown or a furlough is declared) have the first portion

of such absence designated as the period of any PeTO to which they may then be entitled, if the Manager shall approve.

c) Incidental Absences:

An employee whose absence is excused because of personal illness, personal business, holidays that are unpaid, temporary lack of work, or short work weeks of one hour or longer may (with the Manager's approval) utilize extra PeTO time to which they are entitled in excess of the scheduled shutdown or shutdowns or in excess of two weeks in locations where there is no shutdown for such absences in the form of PeTO days. This time may be paid out in increments of no less than one-tenth (0.1) hour. This provision does not apply in the case of furlough.

d) Other Absences:

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

e) PeTO Payment Guarantee:

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

had accrued at the end of the PeTO year.

Section 6. Computation of PeTO Pay

a) Basic Formulas

PeTO pay for each hour of PeTO to which an employee is entitled will be computed by multiplying the appropriate hourly pay rate, by the appropriate number of hours being charged as determined by subsection (c) below.

b) Determination of Weekly Hour-Multiplier

The weekly hour-multiplier for PeTO pay computations for all employees will be forty hours.

Short Schedules

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his/her PeTO begins is less than forty hours will be the greater of either (A) his/her scheduled hours per week at the time the PeTO begins, or (B) his/her scheduled hours per week during the last fiscal week, as determined by the Company fiscal calendar, worked during the year preceding the PeTO year, but in any event will not be greater than forty hours.

c) Determination of Rate-Multiplier

The rate-multiplier shall be the higher of the regular hourly rate (including night shift bonus) in effect at the

time his/her or her PeTO begins or the regular hourly rate (including night shift bonus) in effect during the last full calendar week worked by the employee during the year preceding the PeTO year.

Section 7. Scheduling of Personal Time Off (PeTO)

a) Scheduling

In the event of one or more shutdowns scheduled in any plant within the PeTO year, one of such shutdowns will be a Primary Shutdown of no more than (2) weeks duration and no less than one (1) week in duration during such Primary shutdown, the PeTO for eligible employees shall be considered to run concurrently. Exceptions for certain departments or individuals by reason of the requirements of the business shall be at management's discretion. With respect to other scheduled shutdown periods, employees entitled to PeTO time in excess of the designated Primary Shutdown may elect to take the time off without pay as though on temporary layoff for lack-of work and take any remaining PeTO time off at some earlier or later date including the week immediately preceding or following the Primary Shutdown period. PeTO taken at times other than during shutdown periods will be scheduled to conform to the requirements of the business at the Manager's discretion. For any part of a shutdown period for which an employee is not eligible or does not become eligible for PeTO pay during the PeTO year, and during which there is no work available, the employee will be deemed to be on temporary layoff for lack-of-work.

If departments shut down for PeTO, the Company will advise the Union as near to the first of the year as practicable, but no later than the first of February of that year.

Section 8. Holiday in PeTO Period

When the PeTO period includes one of the ten holidays listed in Article XI, Section 1 a), and additional day of PeTO will be granted with pay.

ARTICLE XIII

PAYMENT FOR ABSENCES

Section 1. Bereavement

Death of Immediate Relative - Up to three (3) working days for any such death up to a maximum of six (6) days per year. Eligible relationships are: Parents (or persons serving in that capacity), mother/father-in-law, grandparents, grandparents-in-law, brothers and sisters of an employee or the employee's spouse, brother and sisters-in-law, the employee's spouse or children (natural, step, adopted and foster if living in the employee's home), step parents, grandchildren, sons and daughters-in-law.

Section 2. Military Pay Differential

An employee with 30 days or more of service credits attending annual encampments of or training duty in the Armed Forces,

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

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

Section 3. Administrative Time Off (ATO) (Jury Duty/Other)

- a) When an employee is called for service as a juror, he or she will be paid the amount of straight-time earnings

lost by him/her by reason of such service, up to a limit of eight hours per day (9 hours if scheduled for a nine hour day) and forty hours per week. Employees released from jury duty within their normal working hours are expected to report for work within a reasonable period time after their release.

- b) Similar makeup pay as specified in Section 3 a) will be granted to an employee who loses time from work because of an appearance in court pursuant to proper subpoena, except when he or she is either a plaintiff, defendant or other party to the court proceeding.
- c) In situations where the Company declares an emergency closure of the facility due to weather or other unforeseen emergencies, employees will be paid at their normal rate for up to their schedule (8 or 9 hours). This payment will be made as part of "Administrative Time Off". Employees who are informed that their services will be required during this closure will be expected to report to work and will be paid their regular rate for work performed. If these employees fail to report and complete their assignment, they will not be eligible for the above payment.

ARTICLE XIV

SENIORITY - REDUCTION AND INCREASE IN FORCES

Section 1. Seniority

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

For those employees in the unit as of June 1, 1954, seniority shall be equal to their service credits with the Company. Employees entering the unit subsequent to June 1, 1954 shall have seniority in the unit commencing as of the date of entering into the unit, except that new employees shall be considered as probationary employees without applicable seniority for sixty working days after which they shall be placed on the seniority list as of their accumulated seniority.

Such seniority shall be broken for the same reasons as indicated in Article X, "Continuity of Service and Service Credits." It shall, so long as he or she shall remain in the unit, be adjusted for the same reasons as indicated in Article X, "Continuity of Service and Service Credits." Seniority shall be used to determine layoffs and rehires and does not determine service credits for continuity of service.

Section 2. Layoff

For purposes of layoff due to lack of work, seniority shall be the major factor governing such layoff.

Section 3. Notice of Layoff

An employee who is to be laid off in order to decrease the force due to lack of work shall be given one week's notice of such layoff or one week's pay at the prevailing weekly schedule of hours at the time of layoff.

Section 4. Recall

For the purpose of recalling employees laid off from the bargaining unit due to lack of work, as openings occur qualified employees will be recalled for such openings from recall lists made up in order of seniority at the time of layoff for the following periods of time from the date of layoff, or until retirement, whichever occurs first, despite loss of continuity of service as provided in Article X.

<u>Seniority</u>	<u>Time on Recall List</u>
More than sixty (60) days but less than one (1) year	Twelve (12) Months
One (1) Year or more Continuous Service	Sixty (60) Months

If an employee laid off due to lack of work is notified within the above periods that he or she may return but fails to return or to give satisfactory explanation within two weeks, the employee will be removed from the recall list.

Section 5. Upgrading Outside of Unit

Employees who were or may be upgraded by the Company to jobs outside the unit may be returned to the unit on the basis of their seniority at the time of upgrading plus a service credit toward seniority during a trial period of not over thirty days provided such seniority entitles them to jobs in the unit.

Section 6. Retirement

An employee who retires at his/her option as provided in the Company Pension Plan shall cease to have any rights under the provisions of this agreement. (However, this agreement shall continue to be applicable to formerly retired employees who leave retirement and are returned to active employment by the Company.)

Section 7. Local and Over-the-Road Trips

All trips within a fifty-mile radius shall be considered local trips. A trip beyond a fifty-mile radius shall be considered as an over-the-road trip.

Section 8. Assignment of Over-the Road Trips

Over-the-road trips shall be assigned to eligible employees on a rotation basis. An employee who for any reason declines or is unable to accept an over-the-road trip assigned in accordance with such rotation shall, solely for the purposes of maintaining such rotation, be deemed to have had such trip.

ARTICLE XV

PAST PRACTICES

It is the intent of this Agreement that the Company shall not change its present practice relative to its application of certain benefits to those employees who are or may be included within the scope of such benefits unless by mutual agreement. These benefits are:

- a) Uniforms
- b) Commercial Drivers License (CDL)
- c) Meal allowance
- d) Safe driving bonus
- e) Blade-for-blade understanding

ARTICLE XVI

GOVERNMENT REQUIREMENTS

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

ARTICLE XVII

POSTING OF NOTICES

The Company will make available to the Union the use of bulletin boards for the posting of Union notices. All such notices shall be subject to the Manager's approval and he will also arrange for the posting.

ARTICLE XVIII

JOB AND INCOME SECURITY

Section 1. Definitions

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

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at the plant, (except as specifically provided in the paragraph above) nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

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

- b) The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.
- c) The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at one location coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the first location.
- d) The term "robot" means a programmable, multifunction manipulator designed to move materials, parts, tools, or specialized devices through variable programmed motions for the performance of a variety of tasks.
- e) The term "automated manufacturing machine" means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC), or direct numerical controls (DNC).

- f) The term "automated office machine" means a device for doing office work which is computer-based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.
- g) The term "week's pay" as used in this Article XVIII, for an hourly employee on day work shall be calculated by multiplying the higher of (a) the straight-time hourly rate (including any night-shift bonus) which the employee was paid during the last week worked or (b) the straight-time hourly rate (including any night-shift bonus) which was paid during the last full calendar week worked during the calendar year preceding the year in which the current layoff began, times the number of hours in the employee's normal work week, up to 40 hours.
- h) The term "Special Early Retirement Option Offset" includes the present value of the difference between the pension benefits the employee would be eligible to receive absent exercise of the Special Early Retirement Option and the benefits to be received under the Special Early Retirement Option, including the present value of any Pension Plan Supplements payable as a result of a permanent job loss event as defined in the BMPC-KAPL Pension Plan (for employees in participating bargaining units). This difference shall be measured from the date of termination for retirement to the date the individual would be otherwise able to receive an unreduced pension. For the purpose of determining present value, the interest rate discount assumption will be that used

(as of the beginning of the calendar year in which the employee retires) defined by the BMPC-KAPL Pension Plan for employees in participating bargaining units.

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

- i) The term "furlough" means that: In the event that (a) government funding for the Laboratory is interrupted or unavailable due to the lack of budgetary authorization or appropriation, (b) the government directs the temporary cessation of non-essential operations and (c) this furlough is applicable to all non-essential employees, the following steps will apply:
 - 1) Employees shall be notified promptly concerning the effective date and time of the commencement

of the furlough.

- 2) The furlough will be unpaid. Continuity of service will not be broken.
- 3) Insurance benefits shall be continued to the extent permitted by available funding.
- 4) When funding is restored and the government permits restoration of work, employees shall be promptly notified of the return to work date and time.
- 5) Make whole back pay and benefits will be provided to the extent permitted by available government funding authorized for such purpose.
- 6) The provisions of this agreement concerning plant closing, reduction in force or layoff/temporary layoff shall not apply. In the event a furlough results in a permanent job loss, the applicable provisions of the agreement shall apply.

Section 2. Plant Closing

a) General

- 1) Whenever the Company decides to close the plant, the Company shall give notice of its decision to the Union and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need

for the work then being done by an employee, employment by the Company may be terminated, subject to compliance with the provisions of this Section 2.

- 2) Each employee shall be given at least one week's advance notice of the specific date of the termination.

b) Severance Pay

- 1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he or she is eligible as described below and the full PeTO amount that has been accrued in the calendar year in which employment is terminated and any other accumulated allowances due him, provided that he or she:
 - i. After the announcement of the plant closing, continues regularly at work for the Company until the specific date of termination, or
 - ii. Fails to continue regularly at work until the specific date of termination due to verified personal illness, leave of absence, or layoff, or,
 - iii. Was laid off within six (6) months prior to the Company announcement of the plant closing decision and continues on layoff, unless recalled, until his/her termination date for plant closing.

- 2) Such employee may request that their date of termination be advanced so that he/she can accept other employment and the local management will give due regard to this request.
- 3) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his/her termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 4 below, in lieu of any and all of the benefits set forth in this Section 2.

c) Income Extension Aid

1) Computation of Severance Pay:

- i. An employee with two or more years of continuous service will have available one week's pay for each year of service, with a minimum of two (2) weeks.

a) *Minimum Benefit:*

The amount of the Income Extension Aid benefit as computed under Section 4 a) 1) shall be subject to a minimum benefit equal to \$2,400.00.

2) Deferral Election:

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

d) Employment Assistance Program

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

1) Job Placement Assistance:

- i. Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.
- ii. Union involvement will be encouraged in these activities and local management may also use the expertise and resources of public

and private agencies in providing these services.

- iii. Two (2) employee representatives designated by the Local (one such representative in a plant of less than 300 represented employees) will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight (8) hours per week to work with local management in the establishment and operation of the Employment Assistance Program.

2) Education and Retraining Assistance

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

- Occupational or vocational skill development;

- Fundamental reading or numerical skill improvement;
 - High school diploma or equivalency achievement; and
 - College level career oriented courses.
- ii. An employee will be reimbursed up to a maximum of five thousand (\$5,000) for authorized expenses which are incurred within two years following termination provided a passing grade is received in the course. Authorized expenses include verified tuition, registration and other compulsory fees, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.
- iii. An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

e) Optional Local Plant Closing Termination Agreement

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

Section 3. Retraining and Readjustment Assistance

a) Rate Guarantee

An employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing or office machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to ninety-one (91) weeks immediately following the original transfer or layoff.

b) Special Retirement Bonus

1) Election

An employee who is age sixty (60) or older with fifteen (15) or more years of continuous service and is assigned to a job classification which the company has announced is expected to be directly adversely affected by a transfer of work, the discontinuance of a discrete, unreplaced product

line, the introduction of a robot, or the introduction of an automated manufacturing or office machine may elect to be considered for termination with a Special Retirement Bonus. This election shall be made within twenty (20) days following the Company announcement of its decision involving the transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing or office machine which is expect to result in the elimination of certain jobs.

2) Procedure

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

3) Special Payment

This Special Retirement bonus shall be \$14,000.

c) Optional Local Retraining and Placement Agreement

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

Section 4. Income Extension Aid

a) Computation of Income Extension Aid

1) An employee with two or more years of continuous service will have available one week's pay for each year of service, with a minimum of two (2) weeks.

2) *Minimum Benefit*

The amount of the Income Extension Aid benefit as computed under Section 4 a) 1) shall be subject to a minimum benefit equal to \$2,400.00.

b) Benefits Available at Layoff

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

i. The employee, laid off from the Company will receive a lump sum payment of Income Extension Aid and any PeTO or other accrued allowances payable to the employee. Payment will be made upon commencement of

layoff.

- ii. As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to receive the total amount of Income Extension Aid and any PeTO or other accumulated allowances due, and at the time of such payment, terminate employment and thus forego recall rights.
- iii. Income Extension payments made under Subsections b) 1) i. above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections b) 1) i. above where such impacted employee is not recalled or rehired within one year of layoff.

c) Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible, an employee must be age 60 or older, have 15 years of continuous service, be in a specific job classification directly adversely affected, and must have filed a request to be considered at least 15 days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority.

Employees selected for a Special Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of **\$14,000** in lieu of any other payment under this Article and will terminate service with the Company.

Section 5. Notice, Bargaining and Information Requirements

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

a) Plant Closing

1) Notice

The Company will give notice of its intent to close a manufacturing plant a minimum of one (1) year in advance of the plant closing date to the Union and to employees concerned. Such notice will include the date when terminations of represented employees because of the plant closing are expected to begin. Notice may be less than six months when a plant closing results from a decision by the government to close the facility.

2) Bargaining

If the Union requests decision bargaining within ten

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

3) Information

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

b) Transfer of Non-production Work

1) Notice

The Company will give notice of its intent to transfer

non-production work, or subcontract non-production non-trades work at the same plant location if such subcontracting of work would directly cause a decrease in the number of represented employees performing such work, a minimum of sixty (60) calendar days in advance of the effective date of the work transfer or subcontracting to the Union. Such notice will include identification of the work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer of work or subcontracting and the anticipated date of the transfer of work or subcontracting.

2) Bargaining

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

3) Information

If information is requested by the Union for bargaining provided for in Section 5(b) (2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. The information will specifically include the express reason(s) for intending to subcontract or transfer the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted or transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

c) Installation of Robots or Automated Manufacturing or Office Machines

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

Section 6. Vested Rights Under Pension Plan

The receipt of Income Extension Aid, Severance Pay, or a rate guarantee will not affect any rights the employee may

have under the Vesting Provision of the Pension Plan.

Section 7. Lump Sum Payments

Service credits previously accumulated, continuity of service, and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 4 b) 1) iii., special termination payments under this Article or payment of Severance Pay under the Plant Closing Section 2. However, an employee eligible for such a payment, who is within one year of reaching optional retirement at age 60 under the BMPC-KAPL Pension Plan (for employees of participating bargaining units), shall retain such previously accumulated service credits and continuity of service until such employee reaches optional retirement age notwithstanding the receipt of such a payment unless the employee retires before electing optional retirement at age 60.

In the event of a subsequent rehire as a "new" employee within a period of time which does not exceed the length of prior service, service credits and recall rights previously lost shall be restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after rehire. However, service credits, continuity of service and recall rights lost at termination upon receipt of payments under Plant Closing Section 2, shall be resorted automatically without repayment in the event of subsequent rehire more than 6 months after such termination. An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after termination and who has made arrangements satisfactory to the Company providing for repayment shall, during such

time as he or she is not in default of such arrangements and for the purpose only of layoff and recall, be deemed to possess the service credits, continuity of service and recall rights to be restored upon full repayment.

Section 8. Non-Duplication

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

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

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

Section 9. Other

The provisions of this Article shall not be applicable where

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

Section 10.

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

ARTICLE XIX

Medical Time Off (MTO)

Section 1. Medical Time Off - General

- a) MTO may be used, in one-tenth (1/10) hour increments, for absences related to Personal Illness, medical appointments, birth, placement or adoption of a child, or for medical appointments or illness of a family member as defined in Article XIII, Section 1. The employee may not use MTO for absences that are eligible for payment under the BMPC-KAPL Insurance

Plan or Worker's Compensation.

- b) Effective 1/1/2012, new employees will be credited with 40 hours of MTO on their first day of employment. Current employees will be credited with 8 hours of MTO for each full year of service for the transition year 2012 only (minimum: 40 hours, maximum: 120 hours).
- c) Employees will accrue forty (40) hours of MTO per year, credited twice per month. MTO may only be used once credited to the employee.
- d) Accrued and unused MTO may be carried forward into the next calendar year, up to a maximum of 120 hours. MTO accounts will not be paid out upon termination of the employee.
- e) BMPC policy regarding MTO will be controlling in the event of a conflict with contract language.

Section 2. Rate of Pay

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

Section 3. Maximum Hours

- a) The maximum MTO pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule in

effect when last at work prior to the absence but not in excess of eight (8) or nine (9) hours.

- b) The maximum hours of MTO pay payable to an employee in a calendar year will be calculated by multiplying the number of sick and personal pay days based on the employee's continuous service by the number of hours in the employee's established regular daily schedule (up to a maximum daily rate of eight (8) or nine (9) hours).
- c) When the hours of an employee's established regular daily schedule are changed during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick and personal pay hours used by the employee prior to such change (based on the regular daily schedule of work hours in effect before the change), and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.

ARTICLE XX

JOB RATES AND PROGRESSION SCHEDULES

Section 1.

The following classifications and job rates will be used for employees in the transportation group covered by this

Agreement:

Driver - Yard Work R-14.

Driver Tractor Trailer - Local R-17

Group Leader – Driver Tractor Trailer – Local R-19

Driver Tractor Trailer - Over the Road R-20

Section 2.

The minimum starting rates and progression schedules to the appropriate job rates for employees in the bargaining unit will be in accordance with the applicable schedules in Section 3, 4, and 5 below.

Section 3.

- a) Employees hired after July 1, 1985 into the unit for Driver Yard Work, R-14, will receive a starting rate of not less than R-8 and will progress in accordance with the following schedule after they have accumulated six (6) months of service credits with the Company.

Minimum starting rate	R-8
After 1 month	R-9
After 2 months	R-10
After 3 months	R-11
After 4 months	R-12
After 5 months	R-13
After 6 months	R-14 Job Rate

- b) Fully experienced employees hired for Driver - Yard Work will begin at a rate not more than two steps below the job rate and will progress to job rate in accordance with the schedule in 3(a): provided that employees hired after July 1, 1985 will not begin progression toward job rate until they have accumulated six (6) months of service credits with the Company.

Section 4.

- a) Employees who have no record of prior Company service hired after August 5, 1991 into the unit for Driver - Yard Work, R-14, will receive a starting rate not less than 70% of the job rate and will progress in six (6) month steps to job rate in accordance with the following schedule:

Minimum starting rate	70% of Job Rate
After 6 Months	75% of Job Rate
After 12 Months	80% of Job Rate
After 18 Months	85% of Job Rate
After 24 Months	90% of Job Rate
After 30 Months	95% of Job Rate
After 36 Months	R-14 Job Rate

- b) Employees hired after July 1, 2002 who have no record of prior Company Service, may be hired at a minimum of 80% of job rate. Employees will progress in six (6) month steps to job rate in accordance with the following table:

<u>Hiring Rate as Percent of Job Rate</u>	<u>Number of Progression Steps</u>
95	1
90	2
85	3
80	4

- c) Fully experienced employees hired for Driver - Yard Work will begin at a rate not more than two steps below the job rate and will progress to job rate in accordance with the schedule in Section 3 a).
- d) Employees on the progression schedule in Section 4 a) above who are transferred to a higher rated job within the bargaining unit will have their paid rates adjusted beginning with the date of transfer in accordance with the provisions in Section 5 a).

Section 5.

- a) Employees hired into the unit for Driver Tractor Trailer - Local, R-17, will receive a starting rate of not less than R-12 and will progress in accordance with the following schedule:

Minimum starting rate	R-12
After 1 month	R-13
After 2 months	R-14
After 3 months	R-15
After 3 months @ R-15	R-16
After 3 months @ R-16	R-17 Job Rate

- b) Fully experienced employees hired for Driver Tractor Trailer - Local will begin at a rate not more than two steps below the job rate and will be increased to the job rate in accordance with the schedule in Section 5 a).
- c) In the event that a fully qualified and licensed Driver-Yard Work R-14 rate employee, who had previously held the Driver-Tractor Trailer Local R-17 position, is assigned to a Driver Tractor Trailer Local position on a temporary basis, such employee will be compensated at the R-17 rate during such temporary period.

ARTICLE XXI

ISSUES OF GENERAL APPLICATION

This Agreement, the **2015 - 2019** Settlement Agreement, the **2015 - 2019** Wage Agreement, and the **2015 - 2019** Pension and Welfare Agreements between the parties are intended to be and shall be in full settlement of all issues which were the subject of collective bargaining between the parties in local level collective bargaining negotiations in **2015**. Consequently, it is agreed that none of such issues shall be subject to collective bargaining during the terms of this Agreement.

ARTICLE XXII

MODIFICATION AND TERMINATION

Either the Company or the Union may terminate this Agreement by written notice to the other not more than ninety days and not less than sixty days prior to **August 21, 2019** or prior to **August 21** of any subsequent year. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety days and not less than sixty days prior to **August 21, 2019** or prior to **August 21** of any subsequent year, so notify the other in writing. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in the 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 **August 21, 2019** or prior to **August 21** of any subsequent year, this Agreement shall continue in full force and effect until the tenth day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

The above Agreement was executed as part of the **2015 Settlement Agreement** between **BMPC - KAPL**, for its locations at or near Schenectady, New York, and the International Brotherhood of Teamsters, on the **2nd day of September 2015** by:

Teamsters Local 294, Affiliated
with the International
Brotherhood of Teamsters:

BMPC – KAPL:

John Bulgaro, President / PEO

Anthony J Nicastro

Charles A. Greenfield,
Business Ageny

Randal Longley

Holland Caza

September 2, 2015

Charles A. Greenfield, Business Agent

International Brotherhood of Teamsters #294

Labor Temple

890 Third Street

Albany, New York 12206

Dear Mr. Greenfield:

This letter is intended to set forth the mutual understanding of the Company and the Union with respect to the payment of the meal allowance provided for in Article XV during the term of the **2015 - 2019 BMPC – KAPL - IBT Local 294 Collective Bargaining Agreement**.

When an employee is assigned an over-the-road trip and the employee is on the road during his/her normal lunch period, a meal allowance of **sixteen** dollars (**\$16.00**) shall be paid to the employee. Should the over-the-road trip last more than twelve (12) hours, a second meal allowance of fourteen dollars (\$14.00) shall be paid to the employee. However, should the employee be required to start work two (2) hours prior to his/her normal day shift starting time to commence an over-the-road trip which lasts at least ten (10) hours, a partial meal allowance of **ten** dollars (**\$10.00**) shall be paid to the employee in addition to the normal meal allowance of **sixteen** dollars (**\$16.00**).

If you agree with the above understanding, please sign below in the space provided and return one signed copy to me.

On Behalf of BMPC - KAPL

Anthony J. Nicastro

Labor Relations Manager

Agreed to on Behalf of
IBT Local 294

Charles A. Greenfield
Business Agent

September 2, 2015

Charles A. Greenfield, Business Agent
International Brotherhood of Teamsters #294
Labor Temple
890 Third Street
Albany, New York 12206

Dear Mr. Greenfield:

This letter is intended to set forth the mutual understanding of the Company and the Union with respect to the Safe Driving Bonus.

During the period of the **2015-2019** contract, the provisions for the Safe Driving Bonus shall be as follows:

- The Company will pay a quarterly Safe Driving Bonus of **\$200.00** to each employee who maintains a safe driving record throughout the quarter.
- An employee will be eligible for a Safe Driving Bonus in the absence of any citation/conviction for a driving violation while operating a KAPL vehicle or personal vehicle on KAPL business, or a finding that they were involved in a property damage accident or unsafe condition while operating a KAPL vehicle. Unreported damage to a KAPL vehicle will be assigned to the last driver to operate the vehicle.
- A citation/conviction for a driving violation while operating a vehicle outside of KAPL will not necessarily preclude payment of a Safe Driving Bonus. Such incidents will only be considered insofar as the event(s) indicates a pattern of inattention to safety principles or impacts retention of a valid operator's license under DOT or NYS regulations.
- Employees are expected to report incidents as described above promptly to their supervisor.
- At the end of each quarter the employee will sign a statement attesting to their driving record over the last quarter. An employee found to have made a false statement will be subject to disciplinary procedures.
- The Company will pay the Safe Driving Bonus promptly after the end of the quarter as possible.
- The Company will verify the driving record of each employee through state records annually.

This agreement replaces the previous Safe Driving Bonus provisions letter dated **March 6, 2013**.

If you agree with the above understanding, please sign below in the space provided and return one signed copy to me.

Agreed to on Behalf of
IBT Local 294

On Behalf of BMPC-KAPL

Charles A. Greenfield
Business Agent

Anthony J. Nicastro
Labor Relations Manager

September 2, 2015

Charles A. Greenfield, Business Agent
International Brotherhood of Teamsters #294
Labor Temple
890 Third Street
Albany, New York 12206

Dear Mr. **Greenfield**:

This letter is intended to set forth the mutual understanding of the Company and the Union with respect to the Uniform Allotment.

During the period of the **2015-2019** contract, the provisions for the Uniform Allotment shall be as follows:

Drivers will be provided, at Company expense, ten (10) items (collared shirts, **shorts** and/or jeans). In addition, the Company will provide two (2) sweatshirts per Driver and a light weight jacket on a bi-annual basis. The practice of also providing a jacket (heavy coat) bi-annually has not changed.

It is the Company's expectation that Drivers will wear the uniforms at all times when performing Company business. In the event the Drivers choose to change styles of shirts, pervious shirts may be worn, if in appropriate condition. **It is the expectation that drivers will wear the uniforms and task appropriate leg coverage. An additional \$100.00 will be provided for a second pair of boots in any 18 month period.**

If you agree with the above understanding, please sign below in the space provided and return one signed copy to me.

On Behalf of BMPC - KAPL

Anthony J Nicastro
Labor Relations Manager

Agreed to on Behalf of
IBT Local 294

Charles A. Greenfield
Business Agent

September 2, 2015

Charles A. Greenfield, Business Agent
International Brotherhood of Teamsters #294
Labor Temple
890 Third Street
Albany, New York 12206

Subject: Schedule of Hours and Overtime – Local 294

Dear Mr. **Greenfield**,

This will confirm our mutual understanding regarding modifications to Article IX, “Schedule of Hours and Overtime”, Section 2, necessary for the implementation of 9/80 Work Schedules.

Section 2 (a) is modified as follows: Employees will be paid at a rate of one and one-half times their normal straight time pay only for hours worked in excess of forty (40) hours in the workweek. This eliminates overtime payments identified in Section 2 (a) for hours in excess of 8 hours in the workday. Further it is agreed that employees, with prior managerial approval, may vary the ending of the workday, or work on scheduled days off, in order to make up for incidental absences of up to four (4) hours, and achieve forty hours worked consistent with the Company policy. The Company and the Union also recognize this schedule flexibility is not intended to make up for paid days off and will not cause the Company any additional overtime payments.

If the above agrees with your understanding, please sign below and return a copy for our records.

On Behalf of BMPC - KAPL

Anthony J. Nicastro
Labor Relations Manager

Agreed to on Behalf of
IBT Local 294

Charles A. Greenfield
Business Agent

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL #294**

2015 - 2019 Wage Agreement

The Company will provide **Lump Sum Payments and/or General Wage Increases** as follows:

1. General Wage Increases

Effective Date

Sept 14, 2015	\$1,000 Ratification Bonus
Sept 14, 2015	2.75% General Wage Increase
Sept 12, 2016	\$1,000 Lump Sum + \$600 COLA Replacement
Sept 11, 2017	2.50% General Wage Increase
Sept 10, 2018	\$1,750 Lump Sum

2. The salary increments described in 1 above shall constitute the amount by which each hourly daywork rate or weekly salary rate shall be increased on the effective date specified in the amount and manner described.
3. The pay increases herein provided shall be applicable to all employees in the bargaining unit.

The Provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, to and including **August 21, 2019**.

IN WITNESS WHEREOF the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this **2nd day of September, 2015**.

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,
LOCAL #294**

BMPC-KAPL

John Bulgaro, President

A.J. Nicastro, L.R. Manager

Charles A. Greenfield, Business Agent

Randal Longley, Operations Mgr

Holland Caza