

PREAMBLE

This Collective Bargaining Agreement (CBA) entered into as of **September 10, 2015** by and between Bechtel Marine Propulsion Corporation (BMPC), hereinafter referred to as the "Company", and Local 147 of the International Federation of Professional and Technical Engineers, hereinafter referred to as the "Union".

ARTICLE I – RECOGNITION

The Company agrees to recognize the Union as the exclusive collective bargaining agent for those employees at Knolls Laboratory and the Kesselring Site, employed by BMPC in Schenectady, New York, who are included in the bargaining unit as determined by the National Labor Relations Board in NLRB Case 2-R-3909, for the purpose of collective bargaining in respect to rates of pay, hours of work and other conditions of employment.

ARTICLE II – 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 by-laws of the Union or who become members of the Union following the effective date of

this Agreement, shall, as a condition of employment, remain members of the Union insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly required, is concerned.

- B. Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this agreement, shall, beginning on the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following employment, whichever is later, as a condition of employment, become and remain members of the Union insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned.
- C. For the purposes of this Article II, 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 Deduction

- 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 a weekly basis for employees who are paid weekly, or on a bi-monthly or monthly basis for employees paid at those intervals, the

dues (including initiation fee, if any) for such employees' 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 this 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
SCHENECTADY, NEW YORK

Date _____

EMPLOYEE NAME _____

ASSIGNMENT TO AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES AND INITIATION FEES TO LOCAL NO. 147 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS

To Paymaster:

I hereby cancel any authorization heretofore given to you to deduct my 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 while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No. 147 of the International Federation of Professional and Technical Engineers, my Union membership dues (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such 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 **September 15** and not later than **September 25** of any year during which the **2015 – 2019** BMPC - IFPTE Local 147 Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

I further hereby assign, from my earnings now or hereafter payable to me from the BMPC to Local No. 147 IFPTE, 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 first pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent month.

PAY NO. _____

SIGNATURE OF EMPLOYEE _____

ARTICLE III – WORKING CONDITIONS

Section 1 Safety and Health

The Company will continue to provide for the safety and health of its employees on its premises.

ARTICLE IV – DISCRIMINATION AND COERCION

Section 1

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

Section 2

The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union will intimidate or coerce any employee; nor solicit members or funds on Company premises during working hours.

Section 3

The Company shall not discriminate against any of the 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.

Section 4

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.

ARTICLE V – HOURS OF WORK AND PREMIUM PAYMENTS

Section 1 Workweek - Workday

- A. Workweek – The normal working week shall be forty (40) hours, either five (5) days, eight (8) consecutive hours per day exclusive of the lunch period, Monday through Friday inclusive or 8 nine-hours 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. Workday – An employee's workday is the twenty-four hour period beginning with his or her regularly assigned starting

time of the work shift on Monday, and shall continue for each succeeding 24-hour period in that workweek.

Section 2 Overtime Assignment and Equalization

A. 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. Overtime shall be divided as equally as proficient operations permit among the qualified employees who are performing similar work in the Unit in the Company's organizational structure. The manager will review, upon request, the record with the designated Union representative.

B. Overtime Scheduling And Premium Payment - All Employees

When an individual, for their convenience, chooses to come in under the following conditions, the overtime premium will be at the rate it would have been as originally scheduled.

- First Shift Employees prior to the start of their shift.
- On Sunday.
- In Excess of 12 Hours per workday.

However, if the overtime is scheduled by management, the appropriate premium for hours worked will be paid.

Any grievance arising from this subsection must be filed in a timely manner as prescribed in Article XI Section 2 Step 1 (a) and "becoming aware" for the purpose of this subsection shall be interpreted as the date of payment. Thus, to be a timely grievance, it must be filed not more than two weeks after the employee receives his or her paycheck.

Section 3 Overtime Payment

- A. Employees will be paid at the rate of one and one-half (1-1/2) times their straight time pay for hours worked -
 - 1) in excess of forty (40) hours per week, or
 - 2) on Saturday
- B. Employees will be paid at two (2) times their straight time rate for hours worked -
 - 1) on Sundays
 - 2) outside of the employee's regularly scheduled shift on a calendar Sunday
 - 3) in excess of twelve (12) hours in any single workday provided that an employee who shall have worked in excess of twelve (12) hours in any single workday, and who shall be required to continue at work beyond that

workday, shall continue to be paid at the double time rate for hours worked until they shall have been relieved from work.

- C. Employees will be paid at two and one-half (2 1/2) times their straight time rate for hours worked either (1) on their holidays listed as paid holidays, or (2) outside of the employee's regularly scheduled shift on any of the calendar holidays listed as paid holidays.
- D. Computation of overtime shall be in accordance with the workday as defined in Section 1 above and shall be allowed under only one of these overtime provisions for any given hours.

Section 4 Night Shift Differential

Employees assigned to recognized second (2nd) and third (3rd) shift operations shall have ten percent (10%) added to their regularly determined earnings for all work performed on such shifts. Recognized second and third shifts shall in all cases be those beginning between 12 noon and 3:30 a.m. In exceptional cases, the starting time for a recognized second shift may be earlier by mutual agreement between the Union and management.

Section 5 Call-in Time

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

Section 6 Report-in Time

Employees, who report for work in accordance with their regular schedule and without previous notice thereof, are told that no work is available and are sent home, will receive at least four (4) hours pay at the rate of pay which would have applied if they had worked. It is agreed that the foregoing provision will not be applicable where the inability of the Company to supply work is the result of fire, flood, power failure, work stoppage by employees in the plant location, or other similar incidents or events which are not within the power of the Company to control.

Section 7 Change of Shift

A. Employees transferred from one recognized established shift to another will receive time and one-half pay for hours worked during the first eight (8) hours of the new shift except as noted below.

Employees returning to their original shift at the end of one week or less will not be entitled to a second change of shift premium. However, when employees after returning to their original shift are again placed on a different shift, a change of shift will again be paid even though it may occur within a week of the first such change.

Change of shift premium will not be applicable in the following conditions:

- 1) Employee is on a scheduled rotation of shifts.
 - 2) Employee is facing a lack-of-work and accepts a job on a different shift.
 - 3) Employee is temporarily placed on a different shift for a training period.
 - 4) General shift changes; i.e., creation of new shift, discontinuance of present shift.
 - 5) Employee requests shift change.
 - 6) Change in starting time of shift, such as from 7:00 a.m. to 8:00 a.m.
 - 7) Employee is upgraded and new job is on different shift.
 - 8) Reserve employees filling vacancies on various shifts due to absence of regular employees.
- B. Recognized established shifts are meant to be regular first, second, and third shifts and long first and second shifts of

approximately twelve (12) hours each. The transfer, to qualify for premium, must be between shifts, such as first to second, second to third, etc., and not from one recognized first shift to another recognized first shift, such as from 7:00 a.m. to 8:00 a.m., etc.

Section 8 Work Schedule Flexibility

- A. During the term of this Agreement, the Company and the Union may negotiate modifications to the regular workweek as defined in Subsection 1A and regular workday as defined in Subsection 1B of this Article V for certain groups of employees within the bargaining unit.
- B. In conjunction with agreements negotiated under Subsection 8A above, the Company and the Union may negotiate modifications to the overtime provisions set forth in Sections 2 and 3 of this Article V.
- C. The modifications described in Subsections 8A and 8B above and Articles VII Section 1 and VIII 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 VI – SALARY RATES

Section 1 Step Rates, Job Classifications, and Progression Schedules General

- A. All employees who are included in the bargaining unit described in Article I will be on step rates established for the particular Job Classification assigned. These Job Classifications are: Technical Design Coordinator, Principal Designer, Senior Designer, and Designer.
- B. Automatic progression within the particular classification to which an employee is assigned will be on step rates from the starting rate to the Job Rate (JR) of such classification at time intervals specified in the Job Classification and Progression Schedule on Page 91 for each classification. Progression in all cases will be dependent upon satisfactory performance.
- C. The Company and the Union agree on the listed pay practices.
 - a. **Pay Practice:**
 - i. Pay Day – Friday
 - ii. Pay Frequency – Weekly
 - iii. Pay Delivery – Direct Deposit or Home Mailing (Standard USPS 1st Class Delivery) to the address

of record provided to the Company by the employee
– Net +2

b. **Rounding Rules:**

- i. Method of Calculation – Standard mathematical calculation using four decimal places rounding to the nearest whole cent per hour (for those paid on an hourly basis) or per week (for those paid on a weekly basis).

Examples:

0.4945 rounds to 0.495 rounds to 0.50

0.4944 rounds to 0.494 rounds to 0.49

Section 2 Transition Period

- A. Upon completion of the Designer -1 step the employee shall be provided up to a 12-month opportunity to demonstrate that the employee has the capabilities to do the work of the next higher classification. The employee will be notified when the transition period commences. At the successful conclusion of the transition period, the employee will be notified in writing and will be reclassified into the higher rated classification, be paid at the Senior Designer – 2 step, will be awarded a \$1,000.00 lump sum bonus, and will continue progression to Job Rate within the time interval designated for each step based on job performance.

- B. If an employee in transition period is not demonstrating the capabilities to do the work of the next higher classification, the employee will be notified in writing and will be provided the opportunity for improvement. Employees who do not demonstrate the capabilities to do the work at the Senior Designer level will remain in the Designer Job Rate pay band. These employees will be reconsidered for transition period at least annually.
- C. If an employee for reasons other than performance is unable to complete the transitional period, such time spent will be accumulated and applied toward any future trial for that classification of work.

Section 3 Progression Schedules

A. Designer

- 1) Employees who are hired for Designer positions will progress to the job rate within the time interval designated for each step based on job performance.
- 2) The Renewable Merit Reward (RMR) above Designer job rate may be assigned in amounts designated on the basis of merit and will be determined and awarded on an annual basis paid as a lump sum with the first pay period in April. The Company will award a minimum of \$800.00 as an initial award. Later increases will have a \$500.00 minimum.

B. Senior Designer

- 1) Employees that successfully complete Transition Period (Article VI, Section 2) will be reclassified into the higher rated classification, will be paid at the Senior Designer – 2 step, will be awarded a \$1,000.00 lump sum bonus, and will continue progression. Senior Designer positions will progress to the job rate within the time interval designated for each step based on job performance.
- 2) The Renewable Merit Reward (RMR) above Senior Designer job rate may be assigned in amounts designated on the basis of merit and will be determined and awarded on an annual basis paid as a lump sum with the first pay period in April. The Company will award a minimum of \$800.00 as an initial award. Later increases will have a \$500.00 minimum.

C. Principal Designer

- 1) Employees selected for and assigned to the Principal Designer position will be paid the job rate upon reassignment.
- 2) The Renewable Merit Reward (RMR) above the Principal Designer's job rate may be assigned in amounts designated on the basis of merit and will be determined and awarded on an annual basis paid as a lump sum with the first pay period in April. The Company will award

a minimum of \$800.00 as an initial award. Later increases will have a \$500.00 minimum.

D. Technical Design Coordinator

- 1) Employees selected for and assigned to the Technical Design Coordinator's position will be paid the job rate upon reassignment.
- 2) The Renewable Merit Reward (RMR) above the Technical Design Coordinator's job rate may be assigned in amounts designated on the basis of merit and will be determined and awarded on an annual basis paid as a lump sum with the first pay period in April. The Company will award a minimum of \$800.00 as an initial award. Later increases will have a \$500.00 minimum.

E. Drafting Apprentice

If in the future Design Drafting Apprentice Programs are desired, progression schedules and pay rates will be negotiated and mutually agreed upon.

ARTICLE VII – ABSENCE PAYMENTS

Section 1 General

- A. Salaried employees, if absent for illness, death in the family or for personal reasons shall be paid in accordance with the general regulations of the Company. Any improvements to death in the family benefit would be offered to employees.
- B. Salaried employees who are absent for reasons listed below may be allowed full or partial pay for the period involved.
- C. Management approval as provided herein, will not be unreasonably withheld.
- D. The immediate manager may authorize payment for legitimate absence and actual time lost as follows:
 - Medical - Up to accrued MTO eligibility.
 - Personal Time - Up to accrued PeTO eligibility (See Article IX).
 - 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 Medical Time Off (MTO)

- A. MTO may be used, in one-tenth (1/10) hour increments, for absences related to illness, medical appointments, birth, placement or adoption of a child, or for medical appointments or illness of a family member (as defined in Section 1).
- B. Subject to site specific business needs and with management approval, employees can make up MTO 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.
- C. Effective 1/1/2012, new employees will be credited with 40 hours of MTO on their first day of employment. Current employees, as of 12/31/11, will be credited with 8 hours of MTO for each full year of service (minimum: 40 hours, maximum: 120 hours).
- D. Employees will accrue forty (40) hours of MTO per year, credited twice per month. MTO may only be used once credited to the employee.
- E. 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.

- F. Existing BMPC policy regarding MTO will be controlling in the event of a conflict with contract language.

Section 3 Military Pay Differential

- A. Employees 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 20 working days (160 hours) of such military service, during each calendar year. Military absences of less than 30 days, in preparation for deployment will be paid the differential, but will not count against the 160 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 20 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.

- B. 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 4 Administrative Time Off (ATO) (Jury Duty/Other)

- A. When salaried employees are called for service as a juror, they will continue to be paid their normal straight-time salary during the period of such service. Employees released from jury duty within their normal working hours are expected to report for work within a reasonable period of time after their release.
- B. Similar makeup pay as specified in Subsection 4A above will be granted to an employee who loses time from work because of an appearance in court pursuant to proper subpoena, except when the employee 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 VIII – HOLIDAYS

The Company will pay salaried employees, in accordance with established Company policy, for designated holidays not worked. The designated holidays through and including December 31, 2019 are:

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

These listed Holidays may not be unilaterally changed by either party.

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

On payment of holidays, it is intended that salaried employees who do not work the holidays shall receive holiday pay of eight (8) hours.

When an observed holiday falls on an employee's Friday scheduled day of rest on the 9/80 shift schedule, the employee will be granted an additional "floating" holiday to be used at the employee's discretion with their supervisor's approval

Any of the paid holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday.

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

In paying double time and one-half for time worked on listed holidays, it is agreed that such payment shall constitute the full compensation, notwithstanding that some or all of such holidays may be paid for at straight time if not worked.

ARTICLE IX – Personal Time Off (PeTO)

Section 1 Eligibility for Personal Time Off

A. Personal Time Off may be used in one-tenth (1/10) hour increments. It will be accrued by eligible employees as follows:

Schedule C:

<u>Years of Continuous Service</u>	<u>PeTO (hours)</u>
Upon Hire	120 with 40* initial deposit
On or after 3 years	160
On or after 15 years	200

* 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)

- 1) Employees on active status 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.
- 2) Employees will be credited additional PeTO time, according to the above schedule, 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 eligibility amount, the employee's accrual rate will increase effective the next accrual deposit.

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

<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

Section 2 General

- A. Subject to site specific business needs and with management approval, 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 the 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 Computation of PeTO Pay

A. Basic Formulas

PeTO pay for each 1/10 hour of PeTO to which an employee is entitled will be computed by multiplying the appropriate hourly rate by the appropriate number of hours being charged.

B. Determination of Rate-Multiplier

The rate-multiplier for employees will be as follows:

The greater of the hourly equivalent of the employee's actual straight time salary rate in effect at the time the absence begins or the hourly equivalent of the employee's actual straight time salary rate for the last week worked during the year preceding the calendar year.

C. Scheduling of PeTO Absences

PeTO absences will be scheduled to conform to the requirements of the business at the Manager's discretion. Management approval as provided herein will not be unreasonably withheld.

ARTICLE X – UNION REPRESENTATION

Section 1 Notification

- A. The Union will give the Company written notice of the names of Representatives, Negotiating Committees and Officers of the Union, and will promptly advise the Company of any changes in such office or position.
- B. The Company will give the Union written notice of the managers designated to deal with the respective representatives of the Union, and will advise the Union, generally the Second Level Negotiating Committee Chairman, of changes in such designation in a timely manner. There shall be not more than one (1) representative, generally, for each Unit in the Company's organizational structure designated, and activities shall normally be limited to the Unit represented. The alternate, unless otherwise designated by the Union, will assume the full duties of the representative in his or her absence. A member may request to be represented by another

representative. On those occasions, the Union will notify both Units' managers.

- C. Should the Union propose changes in the structure of union representation; the parties agree to discuss such proposal. The above structure will remain in place until mutual agreement is reached.
- D. Union Representatives shall be given permission to leave their work for Union business providing they make such request from their manager, and the time so spent shall be properly accounted for.

Section 2 Layoff Deferment

- A. An employee who is an Official of the Union, and who has accumulated twelve (12) months or more of service credits shall, on written request of the Union be deferred from layoff (except temporary layoffs and furloughs) from his or her job so long as work for which the employee is qualified is available and so long as the official's duties would permit such layoff deferment under applicable law. Such employee shall displace an employee with less actual seniority on work for which the employee who is a Union official is qualified or, in the event such employee does not have actual seniority to displace any employee, then the employee shall to the extent necessary to defer him or her from such layoff be deemed to have greater seniority than the shortest service

employee in the bargaining unit on work for which the employee who is a Union official is qualified. Such deferral from layoff will continue only so long as the employee retains the position as an official. This provision shall apply to five (5) such employees.

- B. An employee who is a Second Level Chairman of the Union and who has accumulated twelve months or more of service credits shall, upon written request of the Union, and if a majority of the group of employees represented by that Second Level Chairman assents as certified in writing by the Union, be deferred from layoff (except temporary layoffs and furloughs) so long as work for which he or she is qualified is available on such job among the group of employees the Chairman represents. In the event of a layoff affecting the group of employees represented by the employee who is a Second Level Chairman, such employee shall, in accordance with the applicable procedures on layoff and displacement, displace an employee within the group who has less actual seniority on work for which the Second Level Chairman is qualified. In the event the Second level Chairman does not have sufficient actual seniority to displace any employee within the group, in accordance with the applicable procedures on layoff, then such Second Level Chairman shall be deemed to have sufficient seniority to retain their job classification and rate within the group. Such

deferral from layoff will continue only so long as the employee retains the position as a Second Level Chairman.

- C. An employee who is a representative of the Union for a Unit of the Company's organizational structure, and who has accumulated twelve months or more of service credits shall, upon written request of the Union, and if a majority of the Unit of employees represented assents as certified in writing by the Union, be deferred from layoff (except temporary layoffs and furloughs) so long as work for which the representative is qualified is available on such job among the Unit of employees he or she represents. In the event of a layoff affecting the Unit of employees represented by the employee who is a representative, such employee shall, in accordance with the applicable procedures on layoff and displacement, displace an employee within the Unit who has less actual seniority on work for which the representative is qualified. In the event the representative does not have sufficient actual seniority to displace any employee within the Unit, in accordance with the applicable local supplement or the local procedures on layoff, then such representative shall be deemed to have sufficient seniority to retain the job classification and rate within the Unit. Such deferral from layoff will continue only so long as the employee retains the position as a representative. This provision shall, in general, apply to a maximum of one (1) Representative for each Company Manager.

D. Paragraphs A, B and C hereof shall apply only to those Officials whose names, titles and order of precedence, and to those Representatives whose names, have been furnished in writing to the Company prior to the giving of notice of layoff by the Company and shall not apply to any such Officials or Representatives who are on leave of absence pursuant to the provisions of Section 3 hereof.

Section 3 Leave of Absence

- A. Employees with at least one (1) year of continuous service, selected to act as officers of the local or international union, and who represent the Union in its relations with the Company shall, upon request of the Union, be granted one (1) year's leave of absence for such activity. Such leave of absence may be extended yearly.
- B. Such leaves or extensions will be granted only when a request is made in writing to the Company by either the International or Local Union.
- C. Such request will indicate the employee involved and the approximate length of time of the leave being requested.
- D. Continuity of service shall not be broken, but employees shall not receive continuous service credit for the time elapsed during such leaves of absence.

- E. Employees returning to work upon termination of a leave of absence as set forth above shall, in accordance with their prior accumulated seniority, be offered re-employment in their previous job classification (provided the same classification still exists) at the going rate at the time of their return.
- F. Not more than two (2) employees shall have such leave at any one time, except as may be mutually agreed by the Company and the Union.

Section 4 Payment for Union Time

Employees on the active payroll of the Company will be paid at their respective rates then prevailing for absences from work while engaged in the following activities on Company premises during the regular work schedule:

- A. During each BMPC fiscal month, the number of weeks in such fiscal month multiplied by one and one half (1-1/2) hours per week for those representatives whose names and sections have been furnished to the Company pursuant to the provisions of Section 1 above, while engaged in processing grievances with managers pursuant to Step 1 of the Grievance Procedure, Article XI.
- B. Where the Site is regularly scheduled on a forty-eight (48) hour per week basis, the allowances, as provided in (A) of this section, will be based on two (2) hours per week.

- C. Up to a total of eight (8) hours per week for each member of a Negotiating Committee of not more than three (3), while engaged in processing grievances with representatives of management pursuant to the provisions of Step 2 of the Grievance Procedure, Article XI.
- D. Time in excess of these allowances must be accounted for but will not be paid for by the Company.
- E. Whenever an OSHA inspection shall occur in a work area that includes employees represented by the Union, an employee designated by the Union who accompanies the OSHA inspector as the employees' representative will be paid for time lost from work during such inspection.
- F. The time union representatives spend in Company initiated meetings are not to be charged against paid inside union business (IUB).

Section 5 Transfer of Union Officers

The Company shall give the Union one (1) week's notice of any transfer or out of site assignment of a Union officer or Union official, except where there is an emergency and the assignment is for less than five (5) working days.

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1 Initiation of Grievances

Grievances may be filed by an employee or group of employees, a Representative or the Union. Grievances of a general nature filed by the Union may be initiated at Step 2 of the grievance procedure.

Section 2 Grievance Procedure

Step 1

- a) Within a reasonable time, generally two (2) weeks, after the employee becomes aware of the situation, condition, or action of management giving rise to a grievance, the employee affected thereby, or the employee's Representative, may present an oral or written grievance to the manager for settlement. The manager shall give the answer within two (2) working days. If, on an oral grievance no oral agreement is reached, the grievance will be reduced to writing and presented to the manager within a reasonable time.
- b) The written grievance will indicate the nature of the grievance, adjustment requested, and any other pertinent information. Each of the parties should retain a copy of the grievance.

- c) The manager will give to the Representative a written answer, within two (2) working days from the time the grievance is received. Additional time may be allowed by mutual agreement of the Representative and manager.
- d) If the grievance is not processed in writing, to Step 2 of the grievance procedure within four (4) calendar weeks from receipt of the manager's written answer, the case shall be considered closed. Additional time may be allowed by mutual agreement.
- e) After a written grievance has been submitted, all negotiations and settlements with respect to this grievance shall be handled through the designated Union representative.

Step 2

- a) If the Union decides to take the grievance to Step 2, the designated representatives of management shall be advised in writing. A meeting will be arranged, generally within five (5) working days.
- b) In those cases where a joint inspection would be helpful in settling the case, a sub-committee consisting of Union and management representatives shall make such inspection. The Union may designate not more than three (3) persons in this sub-committee, in addition to the regular Second Step Negotiating Committee.

- c) Within five (5) working days management will give a written decision to the Negotiating Committee with a copy to the Secretary of the Union. If further investigation is required, additional time may be allowed by mutual agreement of the Union and Management Negotiating Committees.
- d) If the grievance is not processed in writing to Step 3 of the grievance procedure within four (4) calendar weeks from receipt of management's written answer at Step 2, the case shall be considered closed. However, additional time may be granted if requested in writing by the Union and agreed to by the Company's designated representative.

Step 3

- a) If the Union decides to take the grievance to Step 3, it will present to the Manager – Human Resources or designated representative, 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 within two (2) calendar weeks, for the purpose of discussing such grievance. If more time is required, the parties may agree to a mutually satisfactory extension.

- c) The Company will give a written decision to the Third Level Chairperson of the Union for BMPC within five (5) working days after the meeting at Step 3, unless an extension of this time is mutually satisfactory.
- d) Upon the expiration of twelve (12) months from receipt by the Union of the Company's written reply to the grievance, 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 XII.

Section 3 Emergency Meeting

Whenever the Union requests an emergency meeting at either the 2nd or 3rd step, such meeting shall take place within five (5) working days of such request.

Section 4 Temporary Transferees

- A. Grievances of employees who are on temporary assignments will be handled by the Representative and manager of the group in which the employee is working.
- B. Employees' rights to consideration for upgrading, transfer and/or rate adjustment shall be unaffected by temporary assignments.

ARTICLE XII – ARBITRATION

Section 1

Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XI, 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 request of either the Union or the Company, provided such request is made within 60 days after the final decision of the Company has been given to the Union pursuant to Article XI, 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 penalties (including discharge) is that such penalties shall be imposed only for just cause.

Section 2

A request 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 (A) or (B) 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 provisions alleged to have been violated.

Section 3

- A. Within 10 days following a request 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 Arbitration Rules of the American Arbitration Association shall control, except that:
- 1) Notwithstanding any provision of such Rules, the American Arbitration Association shall have no authority to appoint an arbitrator 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 there from; and

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

B. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

Section 4

A. In the event the receiving party asserts that the dispute contained in request for arbitration is not arbitrable, the American Arbitration Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with the procedure set forth in Section 3 above only after a final judgment of a Court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues. The foregoing part of this section shall not be applicable if the request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause.

B. In the consideration and decision of any question involving arbitrability (including an application to a court for an order directing arbitration), it is the specific agreement of the parties that:

1) Some types of grievance disputes which may arise during the term of this Agreement shall be subject to

arbitration as a matter of right, enforceable in court, at the demand of either party. (See Section 6 below.)

- 2) Other types of disputes shall be subject only to voluntary arbitration, i.e., can be arbitrated only if both parties agree in writing, in the case of each dispute, to do so. (See Section 7 below.)
- 3) 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.
- 4) In the consideration of whether a matter is subject to arbitration as a matter of right, a fundamental principle shall be that the Company retains all its rights to manage the business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner, subject only to the express limitations set forth in this Agreement, and additional Understandings where set forth in writing and signed by the Company and the Union, and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights, except where such challenge is based upon a violation of

any such express limitations (other than those set out in Section 7 below).

5) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this Article and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable.

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

Section 5

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.

Section 6

- A. Arbitration as a matter of right includes only requests to arbitrate which involve:
- 1) Disciplinary action (including discharge) but with certain exceptions spelled out in this Article;
 - 2) The claimed violation of a specific provision or provisions of the Agreement (with the limitations and exceptions set out in this Article);
 - 3) The claimed violation of a provision or provisions of Understandings where set forth in writing and signed by the Company and the Union.
- B. A request for arbitration, in order to be subject to arbitration as a matter of right under the provisions of Subsections 6A2 and 6A3 above, must allege a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose.

Section 7

It is specifically agreed that arbitration requests shall be subject only to voluntary arbitration, by mutual agreement, if they

- A. Involve the existence or alleged violation of any agreement other than those described in 6A above.

- B. Involve issues which were discussed at negotiations, but which are not expressly covered in the Agreement.
- C. Involve claims that an allegedly implied or assumed obligation of this Agreement has been violated.
- D. Involve claims that Article I or Sections 3 or 4 of Article IV or Sections 1 and 2 of Article VII of this Agreement has been violated provided, however, that grievances which claim that a disciplinary action, discharge, upgrading action or transfer action violates Section 3 or 4 of Article IV will be subject to arbitration as a matter of right.
- E. Would require an arbitrator to consider, rule on or decide the appropriate rate at which an employee shall be paid, or the method by which pay shall be determined. (See note)
- F. 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 (See note).

NOTE: Only grievances which have cleared the grievance procedure are eligible for arbitration whether by mutual consent or by right. Individual claims as to improper

payment within the existing pay structure are grievable but, not arbitrable as a matter of right. The wage agreement, negotiated rates and step rates are not only not arbitrable, they are not grievable.

- G. Pertain in any way to the establishment, administration, interpretation or application of Job and Income Security Plan, Insurance, Pension or Savings Plans, or other Benefit plans in which employees covered by this Agreement are eligible to participate.
- H. Involve general discipline or discharge imposed on employees having less than six months of continuous service with the Company, or involve discipline or discharge directly related to productivity or performance issues imposed on employees having less than nine months of continuous service with the Company. Nothing in this exception shall limit the authority of an arbitrator with respect to disciplinary penalties or discharges imposed in violation of Section 1 of Article IV.

Section 8

In any case which involves discipline (including discharge) effected on the ground that an employee has refused, orally or otherwise, to perform an assigned task, either party may, at any time before the arbitration hearing is closed, request that the arbitrator decide the matter without an opinion, in which event

the arbitrator must simply determine and announce an award without stating any ground or reasons for the decision. If an award is issued by an arbitrator in any such case, it shall be final and binding on the parties, but, to the extent that the arbitrator's opinion in support of the award interprets or applies any provision of the current BMPC - IFPTE 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.

Section 9

- A. The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before the arbitrator 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. 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.
- C. 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.

ARTICLE XIII – STRIKES AND LOCKOUTS

Section 1

During the term of this Agreement, there shall be no strike, sit-down, slowdown, employee demonstration or any other organized or concerted interference with work of any kind, and no strike or interference with work, shall be directly or indirectly authorized or sanctioned by the Union or any of its respective officers, officials, or Representatives, provided that, the foregoing shall not be applicable where:

- 1) The Union calls a strike over a grievance which has originated in such bargaining unit, after such grievance has been fully processed in accordance with and through the successive steps of the Grievance Procedure, provided that, no such strike shall be called or commenced with respect to any grievance which has been settled and closed as provided in the Grievance Procedure, nor with respect to any grievance which is submitted to arbitration as provided in Article XII and;
- 2) The Company shall have received written notice from the Union of such strike not less than 24 and not more than 72 hours prior to the commencement thereof, which

notice shall specify the unsettled grievance over which the strike is called.

- 3) The 72 hour limit may be extended by mutual agreement for up to 30 days to allow both parties to resolve the issue(s) surrounding the potential strike action.

Section 2

The Company will not lock out any employee or transfer any job under dispute from the Knolls or Kesselring Sites while a disputed job is under discussion at any of the steps of the Grievance Procedure as set forth in Article XI, or if the matter is submitted to arbitration as provided in Article XII.

ARTICLE XIV – MANAGEMENT RESPONSIBILITY

Section 1

The Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and determine its qualifications and to maintain safety, efficiency and order in its plants and operations.

Section 2

This Article does not modify or limit the rights of the parties or of the employees under any other provisions of this Agreement or under any other Agreement between the Company and the Union, nor will it operate to deprive employees of any wage or other benefits to which they have been or will become entitled by virtue of an existing or future agreement between the Company and the Union.

Section 3

The Union has the right to process all grievances in accordance with the provisions of the Agreement.

ARTICLE XV – 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, or rule, regulation or directive issued by a government department or agency.

ARTICLE XVI – CONTINUITY OF SERVICE & SERVICE CREDITS

Section 1 Definition of Terms

- A. "Continuity of service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.
- B. "Continuous service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "continuity of service."
- C. "Service credits" are credits for periods during which the employee is actually at work for the Company or for periods of absence for which credit is granted. (As provided in Section 3.)
- D. "Absence" is the period an employee is absent from work either with or without pay (except a paid 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 employee's manager 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 (2) consecutive weeks without satisfactory explanation.
- 3) Is absent from work because of illness or accident, and fails to keep the Company notified monthly stating, if possible, the probable date of his or 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 (2) weeks.
- 5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted by the company.
- 6) Is absent from work for a continuous period of more than one (1) year for any reason, other than (a) a leave of absence granted in advance, or (b) an absence due to a compensable accident (up to 18 months) or 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 the employee's continuous service at the time of 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 2 of Article XVIII.

- C. The service record of each employee laid off and re-employed after layoff or reemployed following illness or injury, will be reviewed by the Company at the time of re-employment and in each case, such employee will be notified as to service credits and continuity of service, if any.
- D. If the Company reemploys 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 Subsection 2B of this article, the Company shall restore such continuity of service immediately upon rehire.
- E. 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 XXII 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.

F. Service restoration provided in this section applies for benefits purposes only. Any changes to union seniority will require agreement by the Company and Union.

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:

- 1) Employees, when reemployed 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 the absence in excess of twelve months up to a maximum of six additional months.

- 2) For all other absences of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

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

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 XVII – DECREASING FORCES

Section 1

When a lack of work condition arises, an effort will be made to reduce subcontracting and overtime before applying Section 3 of this Article.

- 1) The Company will discuss with the Union the status of Apprentices before employees having more than one year of seniority are laid off due to a reduction of forces.
- 2) The Company will discuss with the Union any rotation schedule or reduced workweek below forty (40) hours after all employees with less than one (1) year of seniority have been given notice of layoff.

Section 2

When a reduction of forces is to be made:

- 1) The Union will be given advance notice when a reduction of forces becomes necessary together with the reasons for such reduction.
- 2) Each Representative in the affected groups shall be given duplicate lists which will show the length of seniority and classification of all the employees in the group.

- 3) The employee to be laid off due to lack of work for an extended or indefinite period will be given at least two (2) week's notice. The employee will be advised personally of the reasons therefore and may have a Representative present at the time the reasons are given.

Section 3

- A. The objective in cases of layoff or transfer due to lack of work is to avoid moving employees with the longest seniority and to avoid reducing their pay while shorter service people remain and suffer no pay reduction; similarly, the objective is to avoid laying off long service people while employees with less seniority remain employed. At the same time it is the objective to recognize the need of the company to have necessary work performed in a satisfactory manner.

The process described in Subsection 3B below satisfactorily meets the test of this objective.

B. Layoff Procedure

- 1) In all cases of layoff, or transfer due to lack of work, total length of seniority (except as provided in Sections 4 and 5 of this Article) shall be the major factor determining the employee to be laid off or transferred (exclusive of upgrading). However, ability will be given consideration.

- 2) Employees selected for layoff or transfer due to lack of work shall be those with the shortest seniority within the group where the lack of work occurs. The employees remaining in the affected group must be qualified to perform the work remaining in such group.
- 3) Employees notified of layoff due to lack of work will first be considered for placement on existing openings, in another group, in the same Job Classification.
- 4) If no such openings exist, the employee on lack of work will displace the employee with the least seniority on the same Job Classification providing the employee is able to perform the work in a satisfactory manner within a reasonable period of job familiarization.
- 5) If the employee on lack of work cannot be placed as in (3) and (4) above, the same procedure will be followed successively in lower Job Classifications.
- 6) Any employee displaced by an employee with greater seniority shall be considered selected for layoff due to lack of work.
- 7) Employees will maintain their rate or job rate of the job on which they displace whichever is lower by displacing employees with shorter seniority who are either at the same or lower rate. Employees receiving Renewable Merit Reward (RMR) will maintain their RMR when

displacing on their Job Classification in their group for the balance of the RMR year (i.e., the following April).

C. Definitions For Reduction of Force

1) Job Classifications:

Technical Design Coordinator, Principal Designer, Senior Designer, Designer

2) Group:

Those employees working in an operation with product and or service responsibility in one of the following categories:

- a) Mechanical
- b) Electrical
- c) Facilities
- d) Illustration

3) Job Familiarization:

Job familiarization is that incidental training time needed to acquaint the displacing employee with the routines and procedures on a different assignment. It does not provide for training beyond this period.

Section 4

- A. Employees of the Company who were or are in what is now the bargaining unit but who have been or may be transferred out of the unit, may be returned to the unit within two years based on their ability to perform the work but at no higher classification than they held in accordance with their seniority at the time when they were removed from the unit. After two years of service in the unit, their full seniority with the Company will be applicable for the purpose of any reduction of forces due to lack of work. After two years they may return to the bargaining unit only on available openings and must thereafter have two years of service in the unit before their full seniority with the Company will be applicable for the purpose of any reduction of forces due to lack of work.
- B. Employees who after July 19, 1998, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their seniority at the time they were removed from the unit, during the period up to three (3) months following the first such transfer to a job outside the unit.

Section 5

- A. Employees transferred into the unit must work in the unit for a period of three years after which time their full continuous

service with the Company will be applicable for the purpose of any reduction of forces due to lack of work.

- B. Employees transferring into the bargaining unit without prior affiliation with the bargaining unit will have their date of entry as a seniority date for the purposes of reduction in force or upgrading.

Section 6

An employee who retires at his or 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.)

ARTICLE XVIII – INCREASING FORCES

Section 1

When openings occur, first consideration will be given to employees with the longest seniority who are capable of performing the work in a satisfactory manner within a reasonable period of job familiarization from either those who are on recall or those who have been laid off, due to lack of work and are currently working on lower classifications.

Section 2

Individuals who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and be eligible for reemployment in accordance with the applicable procedure for a period of thirty-six (36) months following layoff or until retirement, whichever occurs first. Employees laid off due to lack of work who are notified within the above periods that they may return but fail to return or give satisfactory explanation within two (2) weeks, will be removed from the "recall" list.

Section 3

- A. Whenever a vacancy occurs within any job classification, and the Company decides to fill it, first consideration will be given to available employees having the necessary qualifications and experience.
- B. The parties have negotiated an upgrading procedure for jobs to be filled by upgrading to which employees in the bargaining unit are assigned.

ARTICLE XIX – INFORMATION TO EMPLOYEES HIRED, TRANSFERRED, OR RECLASSIFIED

Such employees will be given a slip showing applicable job classification, starting rate, and progression schedule within five (5) working days following such hiring, transfer or reclassification.

ARTICLE XX – INFORMATION TO UNION

The Company will furnish to the Union a monthly list of all bargaining unit changes. This list shall include Additions, Removals, and Changes in Classification. The information shall consist of name, address, classification (or classification change), rate, effective date and explanation. The Union will also be supplied contact information on new hires.

ARTICLE XXI – TRAVEL EXPENSES AND BULLETIN BOARDS

A. Travel Expenses

Employees traveling at the request and with the prior approval of the Company will receive reasonable expenses for transportation, meals, and hotels wherever necessary, in accordance with the applicable BMPC Corporate Policies.

B. Bulletin Boards

The Company will furnish the Union with bulletin boards or sections of bulletin boards for the posting of Union notices. All notices shall be subject to approval by the Manager of Labor Relations or the designated Company representative who will also arrange for posting.

ARTICLE XXII – JOB AND INCOME SECURITY

Section 1 Definitions

- A. The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue either all Company operations at any plant or other facility, or those Company operations which would result in the termination of all employees represented by the Union at that location when 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 any plant or other facility (except as specifically provided in the paragraph above) nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

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

- B. The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.
- C. The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at one location coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause Decreasing Forces in accordance with Article XVII 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 XXII, for a salaried employee shall be the higher of (a) the employee's normal straight time weekly salary (including any night shift bonus) for the last full week worked by him or her or (b) the employee's normal straight-time weekly salary (including any night shift bonus) in effect during the last full calendar week worked by the employee during the calendar year preceding the year in which the current layoff began.
- 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.

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 “Prorated Repayment” as used in Article XXII refers to the portion of the Lump Sum paid to an employee at the time of layoff when rehired. The amount to be repaid in order to restore service is determined as follows:
 - 1) Plant Closing – If rehired within six (6) months of termination, the amount due would be 1/52 of the total,

multiplied by the number of weeks between the rehire and six (6) months from termination.

- 2) Income Extension Aid (IEA) - If rehired within twelve (12) months of termination, the amount due would be 1/52 of the total, multiplied by the number of weeks between the rehire and twelve (12) months from termination.

Normal repayment, unless other arrangements are mutually agreed to, will be made through payroll deductions over a one year period subject to state and federal law. There will be no repayment required where employees are rehired after 26 weeks (plant closing) or 52 weeks (IEA event).

- J. The term “furlough” means that: In the event (a) the government funding for the operation of the Laboratory is interrupted or unavailable due to lack of budgetary authorization or appropriation (b) the Government directs the temporary cessation of non-essential operations and (c) this furlough is applicable to all non-essential employees, the following steps will apply:
 - 1) Employees shall be notified promptly concerning the effective date and time of the commencement of the furlough.
 - 2) The furlough will be unpaid. Continuity of service will not be broken.

- 3) Insurance benefits shall be continued to the extent permitted by available funding.
- 4) When funding is restored and the government permits resumption of work, employees will be promptly notified of the return to work date and time.
- 5) Make whole back pay and benefits will be provided to the extent permitted by available government funding authorized for this purpose.
- 6) The provisions of this agreement concerning plant closing, decreasing forces or layoff/temporary layoff shall not apply.
- 7) In the event a furlough results in a permanent job loss, the applicable provisions of this agreement shall apply.
- 8) In the event of a furlough where IFPTE represented employee(s) remain on the job or are called-in or the case where emergency support is necessary, the union will identify one (1) representative or officer that will not be furloughed or that will be called in for emergency support.

Section 2 Plant Closing

A. General

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

B. Severance Pay

- 1) Eligible employees whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which they are eligible as described below and the unused, accrued PeTO balance upon separation of employment and any other accumulated allowances due them, provided that they:
 - a) After the announcement of the plant closing, continue regularly at work for the Company until the specific date of their termination, or

- b) Fail to continue regularly at work until the specific date of their termination due to verified personal illness, leave of absence, or layoff, or
 - c) Were laid off within six (6) months prior to the Company announcement of the plant closing decision and continue on layoff, unless recalled, until their termination date for plant closing.
- 2) Such employees may request that their date of termination be advanced so that they can accept other employment and management will give due regard to this request.
- 3) Notwithstanding the provisions of this Section 2, employees who are affected by plant closing may elect, prior to the specific date of their termination for plant closing, to be placed on lack of work status. In such event, the employees will be paid benefits under Section 4 below, in lieu of any and all of the benefits set forth in this Section 2.
- 4) Computation of Severance Pay

An employee with two or more years of continuous service will, in accordance with the provisions hereinafter set forth; have available Severance Pay computed on the basis of one (1) week's pay for each of the employee's full years of continuous service with a minimum of two

week's pay for employees with two or more years of service, minimum \$2,400.

5) Deferral Election

An employee who elects to receive Income Extension Aid 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 termination because of a plant closing. Once made, such election will be irrevocable.

C. Employment Assistance Program

To assist employees terminated because of a Plant Closing or a Reduction in Force to find new jobs and to learn new skills, 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

a) 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.

- b) The Company will make available to individuals affected by a Reduction in Force the resources of any Job Posting systems which afford employees access to open positions within BMPC.
- c) Union involvement will be encouraged in these activities and management may also use the expertise and resources of public and private agencies in providing these services.
- d) 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 rates 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

- a) An employee with two or more years of continuous service who is terminated as a result of a Reduction in Force 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.
- b) An employee will be reimbursed up to a maximum of seven thousand five hundred dollars (\$7,500) 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.
- c) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this

Article will not be eligible for Education and Retraining Assistance.

D. Optional 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 (actual straight time salary rate in the case of salaried employees) of the job eliminated for up to one hundred four (104) weeks immediately following the original transfer or layoff.

B. Special Retirement Bonus

1) Election

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

2) Procedure

Eligible employees electing this option will be designated in an integrated order of their seniority for a Special Retirement Bonus. A termination under this option will be effective and the Special Retirement Bonus will be paid when a job in the particular job classification to which the eligible employee is assigned is directly eliminated by the previously announced transfer of work,

the discontinuance of a discrete, unreplaced product line, 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 \$17,000.

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 for employees affected by Layoff due to Lack-of-Work

- A. An employee with two or more years of continuous service will have available Income Extension Aid computed on the basis of one week's pay for each year of service, with a minimum of two (2) weeks for employees with two or more years of continuous service.

B. Minimum Benefit

The amount of the Income Extension Aid benefit as computed under Subsection 4A above, shall be subject to a minimum benefit equal to \$2,400.00

C. Benefits Available at Layoff

- 1) Eligible employees laid off for lack of work will receive a lump sum payment of Income Extension Aid and any unused, accrued PeTO payable to them. Payment will be made upon commencement of layoff.
- 2) Income Extension payments made under Subsection C1, above, shall not affect service credits previously accumulated, continuity of service and recall rights. If the period of layoff exceeds one (1) year, it will not be necessary for an employee to repay any Income Extension Aid payable under said Subsection C1 above. If the employee is rehired within one (1) year, service will be restored provided the employee has made satisfactory arrangements to repay the prorated portion of the Income Extension Aid received.

D. 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 sixty (60) or older, have fifteen (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 fifteen (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 \$17,000 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 one (1) year when a plant closing results from the direct impact of a contract or program cancellation.

2) Bargaining

If the Local requests decision bargaining within ten (10) working days following a Company notice of intent to close a manufacturing plant service shop or distribution center, the Company will be available to meet with the Local 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 Local for bargaining provided for in Subsection 5A2 of this Article, the Company will promptly make the following information available to the Local 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 personal and private by the Local.

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 ninety (90) calendar days in advance of the effective date of the work transfer or subcontracting to the Local involved. 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 Local 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 Local within five (5) working days of such request and the bargaining period shall continue for up to sixty (60) 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 Local for bargaining provided for in Subsection 5B2 of this Article, the Company will promptly make the following information available to the Local 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 personal and private by the Local.

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 Provisions of the Pension Plan.

Section 7 Lump Sum Payments

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

An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after the employee's termination and who has made arrangements satisfactory to the Company (normally not to exceed 12 months)

providing for a pro-rated repayment shall, during such time as the employee is not in default of such arrangements, be deemed to possess full service credits, continuity of service and recall rights.

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 restored automatically without repayment in the event of subsequent rehire more than 6 months after such termination. Employees who having received payments under Plant Closing Section 2, are rehired 6 months or less after their termination and who have made arrangements satisfactory to the Company providing for repayment shall, during such time as they are 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 to them 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 or 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, service shop 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 Furlough

Employees shall be notified promptly concerning the effective date and time of the commencement of the furlough. The furlough will be unpaid. Continuity of service will not be broken. Insurance benefits shall be continued to the extent permitted by available funding. When funding is restored and the government permits resumption of work, employees will be promptly notified of the return to work date and time.

Section 11

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

Section 12 Company Retraining for Job Openings

A. Retraining Opportunity

When a member of the bargaining unit with three or more full years of continuous service is faced with layoff from his or her present job, the Company may offer a retraining opportunity within the Company on an open job. Such an employee may at any time choose not to accept this offer and may elect to exercise the rights provided elsewhere in this Agreement.

B. Amount and Duration

The Company will pay the employees 95 percent of the job rate of the job on which they last worked in the workweek immediately prior to their starting of such training, during the training period only, which, of course, may be for a period less than the maximum specified below. In addition, the Company will assume all other costs of retraining. Such retraining may be offered and accepted on one or more occasions for a total number of weeks which is equal to but cannot exceed the number of weeks equal to the number of full years of continuous service. Either the employees or the Company may discontinue the retraining at any time, in which event, the employees may exercise their rights provided elsewhere in the Agreement.

ARTICLE XXIII – NOTIFICATION AND PUBLICITY

Section 1

The Company agrees to notify the Union of any matter affecting employees generally and concerning which the Union is the certified bargaining representative as soon as the managers are notified.

Section 2

On any matter which has been negotiated between the Company and the Union, the Company will notify the Union of its decision before it notifies the employees.

ARTICLE XXIV – SUBCONTRACTING

The Company retains the right to subcontract work and no issue pertaining to subcontracting shall be arbitrable. In making subcontracting decisions, the Company intends to be guided by sound business reasons.

As in the past, the Company's intention will be to employ good-faith judgment in using employees in the bargaining unit, to the extent in the practical, performance of drafting work.

ARTICLE XXV – ISSUES OF GENERAL APPLICATION

This 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 and there shall be no strike or lockout in connection with any such issue or issues; provided, however, that this provision shall not be construed to limit or modify the rights of the parties hereto under Article XI.

ARTICLE XXVI – MODIFICATION

Not more than ninety (90) days and not less than sixty (60) days prior to the **15th day of September, 2019**, or any anniversary date thereof, either party to this Agreement may present to the other notice of proposed modifications or additions to the provisions hereof. Within thirty (30) days after such notice is given, collective bargaining negotiations shall commence for the purpose of considering such modifications or additions. If settlement is not reached by **September 15, 2019** or prior to **September 15th** of any subsequent year, this Agreement shall continue in full force and effect until the tenth day following written notices 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.

ARTICLE XXVII – TERMINATION

This Agreement shall, as to the Company and the Union, continue in full force and effect until **September 15, 2019** and thereafter from year-to-year unless not more than ninety (90) days and not less than sixty (60) days prior to **September 15, 2019** or prior to **September 15** of any subsequent year, either party notifies the other in writing of its intention to terminate this Agreement, in which event the Agreement shall terminate on the **September 15** following such notice.

Within thirty (30) days after such notice is given, collective bargaining negotiations shall commence for the purpose of considering the terms of a new Agreement.

The above Agreement was executed as part of the **2015 – 2019** Settlement Agreement between BMPC Schenectady, New York and Local 147 of the International Federation of Professional and Technical Engineers on this **__ day of November, 2015**.

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS (IFPTE) LOCAL#147

BMPC-KNOLLS
SCHENECTADY,
NEW YORK

Charles Trembley

Mark Kindinger

Jeffrey Fritz

Frank X. White

Nicholas Hermann

Anthony J. Nicastro

Job Classification and Progression Schedule effective 09/14/2015

CLASSIFICATION	STEP	PROGRESSION
Technical Design Coordinator	RMR	
	JR	
Principal Designer	RMR	
	JR	
Senior Designer	RMR	
	JR	
		0 - 12 mo.
	-1	
		0 - 12 mo.
	-2	
Designer	RMR	
	JR	
		0 - 12 mo. Transition Period @ JR Pay
	-1	
		0 - 12 mo.
	-2	
		0 - 12 mo.
	-3	
		0 - 12 mo.
	-4	
		0 - 12 mo.
	-5	
		0 - 12 mo.
	-6	
		0 - 12 mo.
	-7	
		0 - 12 mo.
	-8	
		0 - 12 mo.
	-9	
		0 - 12 mo.
	-10	
		0 - 12 mo.
	-11	
		0 - 12 mo.
	-12	
		0 - 12 mo.
	-13	
		0 - 12 mo.
	-14	
		0 - 12 mo.
	-15	

LETTER APPENDIX

The parties agree that the letters contained in this Appendix will remain in effect during the term of this Agreement. Other agreements may exist between the parties. These agreements also remain in effect but may not be listed or included in this Appendix.

Subject Matter	Date
1. Payment for Outside Union Business	June 23, 2010
2. Practice for Providing Opportunities for Lateral Moves	October 10, 2013
3. Availability of, and Participation in, the 9/80 Work Schedule	January 19, 2012
4. Availability of, and Participation in, Flexible Work Schedules	January 19, 2012
5. Hours of Work – Overtime Payments	January 17, 2012
6. Prescription Eye Wear Program	November __, 2015
7. Environment, Health and Safety	January 19, 2012
8. Americans with Disability Act	January 19, 2012
9. Notification of Technological Changes	January 19, 2012
10. Subcontracting & Overtime	January 19, 2012
11. Retroactive Payments	January 19, 2012
12. Union Representation	January 19, 2012
13. Childcare/Eldercare	January 10, 2011
14. Recognition Programs	January 19, 2012
15. Transition to New Salary Structure	January 17, 2012
16. Non-disciplinary Actions	January 19, 2012
17. Holiday Substitution	December 29, 2011
18. Paid Time Off (PTO)	January 19, 2012