

AGREEMENT

Between

BECHTEL MARINE PROPULSION CORPORATION

BETTIS ATOMIC POWER LABORATORY

and

INTERNATIONAL UNION

**SECURITY, POLICE, AND FIRE PROFESSIONALS OF
AMERICA**

AMALGAMATED, LOCAL UNION 502

Effective October 1, 2015

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**INTERNATIONAL UNION
SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA
AMALGAMATED, LOCAL UNION 502**

INTRODUCTION

This Agreement is entered into as of the 1st day of October 2015, between BECHTEL Marine Propulsion Corporation, hereinafter referred to as the "Company", and the INTERNATIONAL UNION, SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA, AMALGAMATED, LOCAL UNION 502, hereinafter referred to as the "Union", with respect to the bargaining unit described in Section I.

SECTION I - RECOGNITION

Inasmuch as the Industrial Police Association, Inc. has affiliated with the International Union, United Plant Guard Workers of America, and the United Plant Guard Workers of America has affiliated with the SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA, the SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA is recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the following unit:

"All security police officers at the Bettis Atomic Power Laboratory, West Mifflin, Pennsylvania, excluding all other employees, and lieutenants, captains, and other supervisors as defined in the Act, as amended."

Certification of the Industrial Police Association, Inc. was issued by the National Labor Relations Board on March 3, 1961, recognizing that Association as the exclusive representative for the purpose of collective bargaining for the above bargaining unit.

SECTION II - BARGAINING COMMITTEE

The Company will designate a committee of not more than five (5) as its representatives and the Union will designate a committee of not more than five (5) as its representatives, not more than four (4) of whom will be employees of the Company, for the purpose of considering, pursuant to the provisions of this Agreement, all matters relating thereto which said representatives of the Union and the Company, respectively, may deem to be generally applicable under this Agreement. Either party may at any time change the personnel of its committee, provided that neither party will be represented by more than five (5) representatives at any one time.

SECTION III - PURPOSE AND INTENT

The intention of this Agreement is to establish harmonious relations between the Company and the Union and its membership and to promote the general welfare of the Company and its employees. The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof and to exchange such information with respect hereto as is mutually deemed essential for the furtherance of harmonious relations.

SECTION IV - MANAGEMENT

The Union recognizes that it is the responsibility of the Company to maintain the efficiency of the LABORATORY and agrees that management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the LABORATORY. This responsibility includes, among other things, the right to hire, maintain discipline, promote or transfer employees; the determination of the number and location of its plants; the selection of those with whom it will do business; the methods and means by which its operations are to be carried on; and the units of personnel needed to carry on its operations. This Section does not limit or modify the rights of the parties under any other provisions of this Agreement.

SECTION – GOVERNMENT REQUIREMENTS

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

SECTION V - DISCRIMINATION

1. The Company agrees that neither it nor its supervisors will discriminate against any employee because of membership or activities in the Union.
2. The Union agrees that neither it nor its officers and members, nor persons employed directly or indirectly by it, will discriminate against any employee of the Company. The Union further agrees not to solicit members, dues or funds during the working hours of employees involved.
3. The Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, qualifying physical or mental disability, qualified protected veteran status, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by Federal, State, or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the Federal, State, or local government.
4. Nothing in this Agreement or in any local supplement shall operate or be construed to restrict the Company in any manner whatsoever in complying with its obligations under the Americans With Disabilities Act, except as provided in this paragraph. After the Company determines that a reasonable accommodation will be made for a qualified person with a disability as defined in the Act, and where such person is or will be a member of the bargaining unit, the Company will notify the Union in advance of implementing the accommodation, and explain the reasons therefore to the extent permitted by the Act. It is understood and agreed that where alternative reasonable accommodations exist, the Company will, wherever possible, select the alternative which avoids, or minimizes, violation of the express terms of this Agreement or a local supplement hereto. The Company's implementation of a reasonable accommodation may be made the subject of a

grievance under Section XX-Settlement of Disputes, Paragraph 2. Procedure provided, however, that except as may be authorized by the accommodated individual involved, the Company shall not be required to provide or reveal confidential information regarding such individual's disability.

SECTION VI – UNIFORMS AND PHYSICAL FITNESS EQUIPMENT

Employees will be required to wear a neat and orderly uniform when on duty. The Manager, Security Department (SD) shall be responsible for the neat and orderly appearance of the employees and any employee will replace uniform equipment when ordered to do so by his or her supervisor. SD will provide the uniform or equipment item that is deemed appropriate under the current replacement schedule.

The Company will provide each member of the Protective Force with all mandatory uniform equipment and optional items.

Upon termination of employment, the provided uniform equipment and optional items will be returned to the Company.

All employees represented by the SPFPA will be reimbursed for physical fitness equipment at the rate of \$150 per year maximum. Only one (1) reimbursement per calendar year will be paid, any unused money will be lost.

SECTION VII - AGENCY SHOP AND CHECK OFF

A. Agency Shop

1. Employees Who are Union Members

Subject to the provisions of Paragraph 5 below, all employees in any job covered by this Agreement who were members of the Union on October 5, 1988, shall as a condition of employment, remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues is concerned; or if thereafter at any time such members resign or otherwise fail to remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues, uniformly required, is concerned, they shall as a condition of employment pay to the Union a service fee equivalent to the periodic dues required of members in good standing.

2. Employees Who are Not Union Members

- a. Subject to the provisions of Paragraph 5, all employees (i) who are hired or rehired after October 4, 1988, in any job covered by this Agreement and (ii) who are either returned to the active roll from layoff, disability, or leave of absence, or are transferred into the unit covered by this Agreement, and at the time of such hire, rehire, return, or transfer are not already members of the Union, will be required as a condition of employment, beginning on the thirty-first (31st) calendar day following their date of hire, rehire, return, or transfer, either to become and/or remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to the Union's initiation fee and periodic dues uniformly required.
- b. All other employees in any job covered by this Agreement who on October 4, 1988, are not members of the Union, will be required, beginning on November 1, 1988, to become and/or remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to the Union's initiation fee and periodic dues, uniformly required.

3. Procedure for Termination of Employment

- a. The Company shall be obligated under this Section to terminate the employment of any employee by reason of his or her failure to obtain or to maintain membership in the Union or for an employee who fails to obtain and/or maintain membership, his or her failure to pay service fees equivalent to dues and initiation fees, upon receipt of written request for such termination from the Union; except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (i) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (ii) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- b. The Union agrees to indemnify and save harmless the Company from any payment the Company may be required to make in favor of any employee whose employment is terminated pursuant to any such request.

4. Definitions

For the purpose of this Section:

- a. The term "initiation fee" means such amount as may be uniformly charged by the Union as a condition of granting membership in such Union; providing, however, that no amount in excess of forty dollars (\$40) shall be considered as an initiation fee for purposes of this Section.
- b. The term "dues" shall not be deemed to include any fine, assessment, contribution, tax, or other form of payment required from Union members except the payment required in equal amounts from every member once during each month pursuant to Paragraph B.2. below.

5. State Laws

This Section shall not apply to employees employed in any state during any period (i) while the laws of such state provide, in substance, that it is illegal or against public policy to make Union membership, or the payment to a Union of any dues, fees, or other charges by a nonmember, a condition of employment, or (ii) while such laws impose restrictions upon the making of Union security agreements which have not been fully complied with.

B. Check Off

1. Dues/Service Fees Deduction Authorizations

For the duration of this Agreement, the Company shall deduct each month Union dues or an equivalent service fee and promptly remit same to the Union for those employees whose written and signed authorizations are received by the Company. Such authorizations shall be valid only if submitted on one of the forms set forth in Paragraph 2 below of this Section.

2. Monthly Deduction Authorizations

a. Monthly Union Dues Deduction Authorization

Name (Print)

(First)

(Middle Initial)

(Last)

Effective Date

Social Security No.

TO BECHTEL MARINE PROPULSION CORPORATION

Please deduct from my pay each month my monthly dues in an amount equal to two and one-half hours pay based on my current monthly base straight time salary rate at the time of execution of this authorization. The monthly base straight time salary rate is _____ and remit the same to International Treasurer of the Security, Police, and Fire Professionals of America, in accordance with this authorization and assignment, in payment of the monthly membership dues of such Union. In addition, please deduct my initiation fee of \$40.00 as part of the first month's deduction of membership dues and remit same to said Union.

It is further agreed that my monthly base straight time salary rate will be reviewed only during the month of December following the execution of this authorization and every December thereafter, and my monthly membership dues will be based on this December rate for the following year (January through December).

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice presented to the Company and the Local Unit Chairman, by individual REGISTERED mail postmarked at least one month prior to the desired effective date. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to Union dues and/or initiation fees.

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

(Badge No.)

(Employee's Signature)

**SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA
AMALGAMATED LOCAL UNION 502
DEDUCTION AUTHORIZATION**

b. Monthly Union Service Fees Authorization

Name (Print)

(First)

(Middle Initial)

(Last)

Effective Date

_____ Social Security No. _____

TO BECHTEL MARINE PROPULSION CORPORATION

Please deduct from my pay each month my monthly service fees in an amount equal to two and one half hours pay based on my current monthly base straight time salary rate at the time of execution of this authorization. The monthly base straight time salary rate is _____, and remit the same to International Treasurer of the Security, Police, and Fire Professionals of America, in accordance with this authorization and assignment, in payment of the monthly service fees of such Union. In addition, please deduct the equivalent of my initiation fee of \$40.00 as part of the first month's deduction of service fees and remit same to said Union.

It is further agreed that my monthly base straight time salary rate will be reviewed only during the month of December following the execution of this authorization and every December thereafter, and my monthly service fees will be based on this December rate for the following year (January through December).

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice presented to the Company and Local Unit Chairman at least one month prior to the desired effective date. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to Union service fees or union dues.

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

(Badge No.)

(Employee's Signature)

**SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA
AMALGAMATED LOCAL UNION 502
DEDUCTION AUTHORIZATION**

3. Starting Deductions

- a. Dues/Service fees deductions for employees whose authorizations are received after the effective date of this Agreement will be commenced with the first pay period after the start of employment. The date of receipt will be recorded on the authorization by the Company, and such record shall be conclusive on all parties concerned. All authorizations must be received before the end of the employee's first pay period.
- b. Collection of any back dues or service fees owed at the time of starting deduction for any employee will be the responsibility of the Union and will not be subject to payroll deduction.

4. Delinquencies

If an employee does not work during the month, or has insufficient earnings to deduct full Union dues or service fees after allowing for other deductions, dues and service fees for that month will not be deducted by the Company from the pay in any subsequent month. The collection of any delinquent dues will be the sole responsibility of the Union.

5. Adjustment of Errors

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

6. Reinstatements

Employees who return to the active payroll from sickness, leave of absence, or who are recalled from the inactive seniority list shall have dues or service fees deductions automatically reinstated upon return to work, providing their individual written and signed authorizations for the deductions are still in effect. When an employee is returned in the bargaining unit after layoff, his or her deduction authorization (if in effect at time of separation) shall be reinstated only if he or she signs a request for continuation of such deductions on the reverse side of the authorization form. In all cases, however, reinstatement of the dues/service fees deduction authorization will be made only if the authorization form previously signed is the same as the current authorization form in use.

7. Transfers

Deductions for dues/service fees will be automatically discontinued when an employee is transferred to work outside of the bargaining unit covered by this Agreement.

8. Report and Remittance to Union

- a. Within fifteen (15) days after the end of the month, a check for the total deductions made in that period shall be sent to the Union with substantiating list attached.
- b. Each such list sent to the Union shall show for all employees on the active roll (1) name, (2) amount of deduction for each individual from whom deductions were made, and (3) reason for nondeduction, if known.
- c. Attached to the list accompanying remittance to the Union will be a summary indicating the total amount deducted and the number of employees from whom deductions were made.
- d. New Hires – The Human Resources department will notify by internal email the Unit Treasurer (or other designee) of all new hires assigned to positions represented by the Union within 3 days of their start date.

9. Contact with the Union

One employee in the Accounting Department will be designated to confer with an individual designated by the Union and clear all questions regarding the detail of record and reconciliation of deduction of dues/service fees.

10. State Laws

This section shall apply only to the extent that its provisions are consistent with applicable State Laws.

11. Notice of Change in Dues

The Local shall notify the Manager, Human Resources by certified mail thirty (30) days prior to the effective date of any change for the sum of money to be deducted as dues pursuant to the authorizations set forth in Paragraph B.2. above.

SECTION VIII - HOURS OF WORK

1. The standard basic work week is forty (40) hours based on eight (8) hours per day, five (5) days per week. An employee's work day is the twenty-four (24) hour period beginning with his or her regularly assigned starting time of the work shift on the first day of work, and his or her day of rest starts at the same time on the day or days he or she is not scheduled to work. The work week starts with the regularly assigned work period on Monday.
2. Operating conditions may make desirable a basic work week different from the standard basic work week for all or a portion of the employees, and such scheduling will be discussed with the employee's Union representatives before being put into effect.
3. The Chief Steward will be assigned to work the day shift to facilitate resolution of disputes. Although the Chief Steward will not be routinely assigned to work weekends, there may be circumstances when such an assignment is unavoidable such as for training or to cover emergent issues.

SECTION IX - ATTENDANCE

The Company and the Union recognize that a major first step toward maximizing productivity is to control absenteeism. Absenteeism disrupts operation efficiency and reduces the effectiveness of employees who report for work. The Union will be notified of employees with excessive absenteeism records, and a Union representative will be included in discussions when disciplinary action might be taken.

Responsibilities

Employees – The employee will: (1) maintain acceptable attendance; (2) notify his or her manager of an anticipated absence as far in advance as practical; (3) in an emergency situation when advance notice is not possible, notify management as soon as practical prior to the start of his or her regular workday on the first day of absence; (4) explain the reason for the absence and the expected duration; (5) report to Medical for return to work authorization if absent for five consecutive days; (6) notify BMPC's Disability Case Manager within seven calendar days of onset of illness or injury that involves extended absence; and (7) maintain and approve accurate electronic timecards on a weekly basis in the Company automated time reporting system.

Beginning January 1, 2012, a new Paid Time Off Program will replace existing paid time off policies and past practices except holidays. Holidays are covered in other sections of this agreement.

1. The new Paid Time Off Program consists of two banks, a Personal Time Off (PeTO) Bank and a Medical Time Off (MTO) Bank and Administrative Time Off.
 - a. Employees are expected to notify management in advance, whenever possible, of intentions to take time off and to obtain prior management agreement so as to ensure the business needs are met.
 - b. Absences are debited from either bank in four hours.
 - c. Payments will be made at the recorded composite salary rate.
2. Personal Time Off (PeTO) Bank
 - a. This bank includes time for employee vacation and personal business related absences.
 - b. Personal Time Off Schedules:
 - (1) Schedule A – Employees with original hire dates prior to February 1, 2000 who elected to remain on the vacation schedule that allowed a maximum of 6 weeks vacation.
 - (2) Schedule B – Employees with original hire dates on or after February 1, 2000 or those hired prior to this date who irrevocably selected the vacation schedule that allowed a maximum of 5 weeks vacation.
 - (3) Schedule C – Employees with original hire dates on or after January 1, 2012, or those hired prior to this date who irrevocably selected this schedule.

Years of Total Employment Service	Annual Personal Time off Eligibility (Hours) Effective Date of 1/1/2012		
	Schedule A	Schedule B	Schedule C
Upon Hire	N/A	NA	120
On or after 3 months	N/A	80	120
On or after 3 years	N/A	80	160
On or after 5 years	N/A	120	160
On or after 7 years	120	120	160
On or after 12 years	120	160	160
On or after 15 years	160	160	200
On or after 20 years	200	200	200
On or after 30 years	240	200	200

- c. Employees on Schedule C with original hire dates on or after January 1, 2012 will have their PeTO bank credited with 40 hours on their first day of employment. Employees hired prior to January 1, 2012, who irrevocably selected Schedule C, will have their PeTO bank credited with one-third of their Schedule C annual eligibility amount on their first day of the 2012 calendar year as an active employee. Four months thereafter, employees on Schedule C will begin to accrue on a pro rata basis each payroll period PeTO at a rate commensurate with their annual eligibility. On the Payroll date immediately following a service anniversary date when an employee becomes eligible for additional PeTO, their accrual rate will increase accordingly.

Employees on PeTO Schedule A or B will have their entire annual eligibility amount credited to their PeTo bank on the first day of the calendar year as an active employee, until they separate from service. On the payroll date immediately following a service anniversary date when they become eligible for additional PeTO, they will be granted the additional hours.

- d. Employees on PeTO Schedule C may carry over into the next calendar year unused PeTO equal to their annual eligibility amount for the current year. Employees on Schedules A or B may carry over into the next calendar year a maximum of 80 hours of unused PeTO.
- e. Employees will be paid for the unused PeTO bank balance upon separation from employment at the hourly equivalent pay rate the employee earned on the last day of employment.
- f. With management approval, employees may be granted unpaid absence if the balance in their PeTO bank is 40 hours or less.
- g. Employees may donate available PeTO to a single employee, or a central bank. Administration of the PeTO Donation Program will be in accordance with company policy. Union employees are eligible to receive donated vacation from this Bank in accordance with the company policy.
1. The MTO Bank, and its usage is as follows:
- a. This bank includes time for illness or medical appointments for the employee or the employee's immediate family members; for birth, placement or adoption of a child.

- b. The MTO bank of each employee with an original hire date on or after January 1, 2012 will be credited with 40 hours of MTO on their first day of employment. Incumbent employee's MTO banks will be credited on January 1, 2012 with 8 hours of time for every full year of service, with a minimum of 40 hours up to a maximum of 120 hours.
- c. All employees will accrue on a pro rata basis each payroll period a total of 40 hours MTO annually.
- d. Accrued MTO may be carried forward into the next calendar year, but the maximum MTO back balance is limited to 120 hours at any time.
- e. Employees will not be paid for any unused MTO bank balance upon separation from employment.
- f. Absences are debited from the MTO bank in four hours.
- g. Employees are expected to notify management in advance, whenever possible, of their intentions to take time off and to obtain management approval so as to ensure the business needs are met.

2. Administrative Time Off

Administrative time off includes involuntary paid time off and other types of approved unpaid time off. These absences are not debited from the MTO bank.

a. Paid Time Off

- (1) Employees will be paid up to three days (with a maximum of six days per year) for bereavement of an immediate family member to make the necessary funeral arrangements, or tend to other matters related to the death that cannot be taken care of outside normal work hours. The period of approved absence need not be taken consecutively.
- (2) For serving as a juror, or as a witness at the request of or on behalf of the Government or one of the Laboratories on behalf of the Government. The amount received as a fee for such duties shall not be to the employee's pay. For employees being paid shift differential at the time of receipt of jury duty call or at the time of summons to appear as a witness, the applicable shift differential shall be paid to the employee.
- (3) For Military Time Off or Military Leaves of Absence pursuant to the military duty provisions specified elsewhere in this agreement.
- (4) By management direction for large portions of the employee population such as plant closing due to inclement weather or utility failure affecting the site, or similar situations.

SECTION X – OVERTIME

1. Overtime payment equal to 1.5 times the employee's hourly rate for all time worked or credited as worked in excess of 40 hours but less than 60 hours in a work week.
2. Overtime payment equal to 2.0 times the employee's hourly rate for all time worked or credited as worked in excess of 60 hours in a work week.
3. All time worked and paid time off (except for paid disciplinary furloughs) are considered as "time worked" for purposes of calculating overtime.
4. For a trip completed in one day with no overnight stay required, *all* hours spent traveling count as hours worked. For a trip of more than one day with an overnight stay required, *only* hours spent traveling during the employee's normally scheduled *working hours* during work days or non-work days count as hours worked.
5. Employees who are called in outside of their regularly scheduled work hours or on a day off will be paid for at least four hours. Employees called into work for hours adjoining their regular shift will be paid for actual time worked.
- 4.
5. Hours worked on observed holidays by employees will be paid at an overtime rate of one and one-half (1-1/2) times the employee's equivalent hourly rate. Such payment is in addition to the employee's salary.
6. If not otherwise paid as holiday premium or overtime in accordance with above, all hours worked on the seventh consecutive day will be paid at 2.0 times the employee's hourly rate provided that: (1) the employee worked or was credited for working at least 48 hours during the six prior work days and (2) the employee worked or was credited for working at least 8 hours on the sixth consecutive work day. Once a seventh day payment has been applied, the consecutive day count will start over. If the hours worked are paid as holiday premium or as overtime at 1.5X in accordance with above, this seventh day premium will provide an additional 0.5 times the employee's hourly rate on that time worked. This premium does not apply to hours already paid as overtime at 2.0 times the employee's hourly rate in accordance with above.
7. The earned rate for overtime purposes will consist of straight time earnings, including, where applicable, night turn bonus and rotation shift bonus.

SECTION XI - SALARIES

- A. General
 1. Each regular full-time employee is paid a monthly salary based upon the Salary Schedule to which he or she is regularly assigned.
 2. Employees will receive their monthly salary by check or direct deposit. Payments will be made twice a month, at the middle and end of the month, in accordance with the Company's regular pay schedule.
 3. Security Police Officers (SPOs) hired after October 1, 2008 will start at 10% above the base salary minimum.

4. Sergeants will work as SPOs when not performing their Sergeant duties, and will retain their seniority within the SPO force.

B. Position Descriptions and Placement on Salary Schedule

The Union agrees that the duties to be covered by a position, the preparation of position descriptions, and the placement of new or changed positions on the Salary Schedule, are functions of Management.

The Company agrees to provide the Union with any new or changed position descriptions and their placement on the Salary Schedule at least fifteen (15) days before making them effective. Such effective date may be waived by mutual agreement. During the period prior to the effective date, at the request of the Union, the Company agrees to bargain on (a) the proper description of the position, and (b) its placement on the Salary Schedule.

In the event that the Company and the Union fail to reach agreement on the position descriptions or its placement on the Salary Schedule, or both, in the period prior to the effective date thereof, the Company shall have the right to make effective its most recent proposal and the Union shall have the right to process a grievance or grievances with respect thereto.

C. Salary Schedules

1. Salaries are established on conditions as described in Section VIII-Hours of Work. Salary rates shall be adjusted in accordance with Section XXIV.
- 2.

D. Salary Rerates

Employees hired after 1 October 2015 will follow the established pay scale commensurate with their assigned salary schedule.

E.

SECTION XII - HOLIDAYS

1. Holidays observed by the Company will be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and the day before Christmas. In each calendar year, a ninth and tenth paid holiday will be observed. Such holidays will not be designated by Management prior to January 1 of each calendar year pursuant to the procedures for designating an alternate day when a scheduled holiday falls on Saturday as set forth in Paragraph 3. below.
2. Holidays except for the day before Christmas falling on Sunday will be observed the Monday immediately following. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday.
3. In any calendar year in which one or more of such holidays falls on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday, both inclusive, will be observed during such year in place of the Saturday holiday or holidays. The Company shall be required to designate such alternative day or days before January 1 of such calendar year after the matter has been discussed between the Company and the Union.

4. Salaried employees who are on the active roll as of the last working day before an observed holiday will be paid for the holiday provided that employees who are separated at any time on or before December 31 in any year shall not be entitled to a holiday pay for the New Year's Day in the following year. An employee who is on strike shall not be paid for any observed holiday that occurs during such strike.
5. Basic hours on an observed holiday will be credited as time worked for overtime purposes, except when the observed holiday coincides with a scheduled day of rest.

SECTION XIII - MEDICAL DISQUALIFICATION

The Company will provide medical removal protection benefits as described in and in accordance with 10 CFR Parts 1046.14(b) and (c).

A member of the Bettis Laboratory Protective Force, who becomes disqualified for reasons beyond their control and has exhausted the medical removal protection benefits prescribed by 10 CFR Parts 1046.14, if applicable, has one of two options.

Option 1:

A member of the Bettis Laboratory Protective Force will have an opportunity to move into another position at the site provided there is a vacancy, and either, they qualify for the vacant position at the time of the medical disqualification or they are actively pursuing additional training to qualify for another position at the site not represented by another bargaining unit. Under this option, the displaced SPO would move to the new position at their day rate of pay at the time of the medical disqualification or the maximum pay rate of the new position, whichever is less.

Under this option, the employee would no longer be covered by this collective bargaining agreement, and, therefore, any benefits afforded only to the Bettis Laboratory Protective Force would be forfeited.

Option 2:

Members of the Bettis Laboratory Protective Force may be eligible to participate in the Medical Disqualification Disability Pay Plan as described in the Summary Plan Description.

Under either of these options, a BMPC designated physician will make the final determination of medical disqualification.

SECTION XIV - SENIORITY

A. Probationary Period

1. A new employee shall be on a probationary period for one year from the date of employment, and shall have no seniority rights during the probationary period except as described in and in accordance with 10 CFR Parts 1046.14(b) and (c). The Company will have the indisputable right to terminate, transfer, or discipline employees without recourse by them to the grievance procedure during the probationary period.
2. Upon completion of the probationary period the employee's Total Employment will be calculated from the date of employment.

- B. Total Employment is used to determine seniority under this agreement. It includes all Total Employment Service recognized by a former Contractor as of the date of contract transition and the time worked at the Laboratory as a regular employee under the current Contractor. Total Employment Service is also granted for time worked at another NR Program location for employees who transfer to the Laboratory directly from that location. Total Employment service for time worked at another division with the current or previous Contractor's parent company is not included. The provisions of any agreement, practices or understandings in conflict with the preceding sentence are hereby modified accordingly and shall hereafter be administered in accordance with this paragraph. Consistent with the above provisions, an employee on furlough is on the active roll and will accumulate service while on furlough.
1. When two employees start employment on the same date, the seniority date will be the date in which the security clearance was granted. The employee who was granted a security clearance first will be given the higher seniority number.

C. Increase and Reduction in Work Force

In all cases of hiring or involuntary separations due to increasing or decreasing forces, Total Employment will govern, if the employee can do the job with only such training as an employee with previous experience on such job would require.

1. Reduction in Work Force

- a. When it becomes necessary to reduce the size of the Security Police Force, the Manager, Security Department shall notify the Manager, Human Resources, and the Unit Chairman of the number of employees by which each affected classification must be reduced. The Manager, Human Resources, shall determine and provide the names of the employees to be separated to the Manager, Security Department and the Unit Chairman.
- b. When a reduction in force is to be made, probationary employees shall be the first separated. Should further reductions in force be necessary, employees having the least seniority shall be separated first. Employees may displace less senior employees in the lower classification.
- c. In a reduction in force the disposition of an employee who is unable to perform the work of his or her classification because of a temporary or permanent physical disability as determined by the Medical Department will be considered for only such position he or she can do with his or her physical limitations.
- d. An employee separated for lack of work is entitled to notice, or pay in lieu of notice.
- e. At the time of an Involuntary Separation, an employee on a personal leave of absence or on the disability roll will be separated in seniority order.

2. Increase in Force

- a. When it becomes necessary to increase the size of the Security Police Force, the most senior qualified employees who formerly held the specific position or a higher classification in the same Occupational Progression satisfactorily, and as a result of a decrease in force within the thirty-six (36) months preceding the time the position opening occurs was downgraded or transferred to other work, will be upgraded or transferred to the position.

- b. The most senior qualified employee in the next lower and then successively lower classifications in the same Occupational Progression will be upgraded.
 - c. If an open position cannot be filled by the above procedure, a new employee will be hired, or transferred from outside the bargaining unit.
3. General Conditions - Increase in Force

The upgrade and transfer of employees shall be handled according to the procedures outlined above, subject to the following conditions:

- a. An employee who has been downgraded or transferred as a result of a reduction in force must accept a position at his or her former classification within that Occupational Progression or he or she shall be deemed to have forfeited his or her rights to return to his or her former position in accordance with Paragraph C.2.a. above.
- b. An employee upgraded who cannot fulfill the requirements of the position within a reasonable familiarization and orientation period, but in any event within six months after upgrading, will be placed up for disposition and will be permitted to replace the least senior employee on the position he or she previously held satisfactorily, provided he or she has sufficient seniority to make such replacement, or he or she will be placed in accordance with the Decrease in Force Procedure.

E. Return of Supervisory and Other Employees

The Union will not oppose the return of a supervisory employee to the bargaining unit provided that at the time of promotion he or she worked on a job which is in the bargaining unit at the time of such return. The Total Employment of such employees will include the period the employee spent as a supervisor. The employee will be returned to a job, if any, in the bargaining unit to which his or her seniority and qualifications entitle him or her.

Nonsupervisory employees may return to the Bargaining Unit provided there is an open position available. Returning nonsupervisory employees must return to the Bargaining Unit at the same pay grade he or she held at the time of his or her departure.

F. Furloughs

1. Furloughs are periods of time off without pay. The Unit Chairman will be advised as soon as practicable when furloughing becomes necessary and will be given the reason therefore and the probable duration.
2. Furloughed employees, with the exception of furloughs as a result of a government shutdown, will remain active employees of BMPC and will be eligible for the same benefit programs as active employees not on furlough. Medical, dental, vision and other insurance benefits coverage will continue during the furlough period. Employees will be required to continue making any required contributions for benefits through payroll deduction, direct billing or retroactive payments after return to work. A furlough is not a qualifying event allowing changes in benefit elections.
3. Employees on furlough will continue to accrue Total Employment Service.

SECTION XV - JURY DUTY

Salaried employees will be paid their composite rate of pay while on jury duty but will be expected to report for their regular duties with the Company when temporarily excused from attendance at court. No salary will be paid while on jury duty during furlough or days that would have been furloughs.

In the event a hardship would be incurred by having to report to work on the shift preceding or following jury service, the problem will be discussed with the Manager, Human Resources, or designee, for resolution.

SECTION XVI - BULLETIN BOARDS

The Company will permit the use of a certain number of bulletin boards for the purpose of posting official Union notices and other information of interest to Union members. The posting of all such notices and information will be subject to Management's approval and arrangements will be made by Management for posting.

SECTION XVII - MILITARY AND UNION LEAVE OF ABSENCE

A. Military Leave

Employees entering military service will be granted a military leave of absence. The leave of absence will cover the period of military service up to a maximum equal to that period of time during which reemployment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.

B. Union Leave of Absence

Upon written request of the Union, a police officer elected to an office of the International Union or appointed a full-time International Union representative will be granted the usual leave of absence without loss of seniority, not to exceed one (1) year unless an extension is granted. The determination as to whether such extension will be granted will be reached through collective bargaining between the Union and the Company, but in no case shall such leave or leaves of absences or extensions thereof total more than three (3) years. At the end of the assignment such employee who has been granted a leave of absence will be restored on the basis of seniority to his or her former position at a salary commensurate with his or her rate prior to the leave of absence.

SECTION XVIII - SECURITY

1. The Company has certain obligations under its contract with the Government which pertain to security. Therefore, if the Government agency concerned with the Company's security regulations advises the Company that an employee of the Company covered by this Agreement is restricted from work on or access to classified information or material, the Union will not present or prosecute a grievance because the Company restricts such employee from such work or from access to classified information or material. It is understood between the parties that decisions made on the basis of security requirements are not subject to negotiation.
2. The Union and the Company agree that they will protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the Government. It is recognized that the Company has agreed not to employ any person designated by the Government whose employment is considered prejudicial to the interest of the Government and to remove from work and exclude from the LABORATORY any person whose continued employment is deemed by the Government to be prejudicial to the interest of the Government. Furthermore, all members of the Union and the Company and all employees of the Company are required to comply with all security regulations now in effect or as may be promulgated in the future. The Company and the Union through their committees and officers shall not make decisions that conflict with security regulations adopted by the U. S. Department of Energy or as required by Government contracts.

SECTION XIX - NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union will not cause, or sanction their members to cause or take part in any strike including sit-downs, stay-ins, slow downs, refusal to work overtime, refusal to cross a picket line, and any other stoppages of work, nor will the Company lockout any employee, subject to a single exception, as follows: The foregoing provisions shall not apply to strikes or lockouts in support of a grievance, which is within the proper scope of the grievance procedure, after the grievance procedure has been fully exhausted, and after the aggrieved party gives the other ninety (90) days prior notice in writing of its intention to take such action. It is the intention of this Agreement to prohibit, during the life of this Agreement, with the single exception mentioned above, all lockouts by the Company, and all strikes (as defined above); and, without limiting the generality of the foregoing, to prohibit strikes in connection with demands for contractual additions or changes or for general wage or salary increases, sympathy strikes, strikes for political objectives and refusals to cross picket lines. The Union agrees that, upon receipt of notice that a strike (as defined above) in violation of this Agreement is in progress, or is about to begin, it will immediately take all appropriate steps to terminate or prevent such strike. Causing or taking part in any action, or failure to act, which is in violation of this Section is just cause for disciplinary action by the Company. No action taken by the Union under this provision shall relieve the Union from liability for violations of the foregoing provisions of this Agreement.

SECTION XX - SETTLEMENT OF DISPUTES

1. General Provisions

- a. The parties recognize that the prompt settlement of grievances is important to a sound relationship between the Union and the Company, and it is, therefore, agreed that grievances must be presented within five (5) working days of the date of the incident causing a complaint.
- b. The Company will recognize a Unit Chairman, plus one grievance representative for each shift. No member of the bargaining unit may leave his or her work to conduct Union business without following the procedure outlined in Section XXII.
- c. The term "grievance" shall apply and be limited to (1) questions concerning the application or interpretation of this Agreement, (2) any subject that this Agreement provides may become a grievance, or (3) questions involving discipline, release, or discharge of bargaining unit members who have successfully completed their probationary period.

2. Procedure

- a. An aggrieved employee should first discuss the problem with his or her supervisor.
- b. If the problem is not resolved by the employee and his or her supervisor, the Grievance Representative and the aggrieved employee shall discuss the problem with his or her supervisor. If unresolved, the Representative shall present to the supervisor a written grievance signed by the aggrieved employee and the Representative. The supervisor shall make written reply to the Representative within three (3) working days.

- c. If the supervisor's written reply is unsatisfactory, the Representative shall place in writing the reasons for rejecting the supervisor's answer and forward the reasons and a copy of the grievance to the Manager, Security Department within five (5) working days of the first (1st) step reply.
The Manager, Security Department shall arrange a meeting with the Unit Chairman Grievance Representative, and the supervisor, also calling in the aggrieved employee, if necessary. A written reply will be given to the Unit Chairman within five (5) working days from the date of the meeting.
- d. If the Manager, Security Department's written reply is considered unsatisfactory, the Unit Chairman shall place in writing the reasons for rejecting the answer and forward the reasons together with a copy of the grievance to the Manager, Human Resources, or designee, within ten (10) working days from the date of the second step answer. The Unit Chairman and the Manager, Human Resources, or designee, shall arrange for a meeting at a mutually satisfactory time within ten (10) working days after the Company receives the grievance and the Union's rejection notice. Attendance at such meeting shall be limited to five (5) persons on each side, as defined in Section II.

The Manager, Human Resources, or designee, shall provide a written reply to the Union within ten (10) working days from the date of the meeting, setting forth the Company's final position on the grievance.
- e. Grievances which are not processed to the next succeeding step within the time limits provided unless extended by mutual agreement shall be considered closed and may be reopened only on the basis of new evidence which will be presented at the first (1st) step of the grievance procedure.
- f. Every effort will be made to expedite cases involving disciplinary action or discharge to the third (3rd) step of this procedure. The Unit Chairman will be notified of any disciplinary action or discharge as soon as possible.
- g. For the purposes of this Section and Section XIX, the grievance procedure shall be considered exhausted when (1) the Union gives written notice to the Company that the final Company answer to the grievance is unsatisfactory, and (2) the grievance is not subject to arbitration under Section XX. The notice thus required must be received by the Company within fifteen (15) working days of the date of the final Company answer or the grievance shall be considered to be closed.
- h. If the Union intends to strike (as provided in Section XIX) in support of a grievance, which is within the proper scope of the grievance procedure, after the grievance procedure has been fully exhausted, the Union must notify the Company within thirty (30) days of the date of the final Company answer of the Union's intent as provided in Section XVIII or the Union shall be deemed to have forever waived its right to strike in support of that particular grievance.
- i. The Company and the Union recognize that due to the 24/7/365 nature of the work, situations may arise where a grievance cannot be processed within the timeframes established above (e.g., a grievable event happens during a weekend or holiday shift). In these limited situations, the Grievance representative and the Company will agree on an alternate schedule to resolve the dispute.
- j. The written grievance and any subsequent exchange of correspondence can be in electronic format using electronic signatures and distribution.

SECTION XXI - ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Section XX, 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, may be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within sixty (60) days after the final decision of the Company has been given to the Union pursuant to Section XX, Paragraph 2.d. 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 penalty shall be imposed only for just cause.
2.
 - a. A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. A copy of the request shall be sent to the American Arbitration Association.
 - b. Within thirty (30) days after receipt of a request to arbitrate, the receiving party will give its response thereto in writing with a copy to the Association, stating whether or not it believes the stated dispute to be arbitrable. If the receiving party believes the dispute not to be arbitrable, it will state its reasons in reasonable detail.
 - c. If the response agrees to the arbitrability of the dispute, the Association will proceed to process the request in accordance with Paragraph 3.
 - d. If a response to a request for arbitration disagrees as to arbitrability of the dispute, either party may request a conference to discuss the arbitrability of the dispute, and to seek to resolve the differences between the parties.
3.
 - a. If the grievance involves classified information, the arbitrator selected will be one who has been cleared by the Government to hear evidence involving classified information.
 - b. When a request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause, or involves a dispute which the Company admits to be arbitrable, or when a final court judgment shall have ordered arbitration of a request, the parties shall attempt to reach mutual agreement on the arbitrator within a fifteen (15) day period, either party may, but only within ten (10) days thereafter, request the American Arbitration Association to submit a list of names from the Association's Panels, from which an arbitrator may be chosen. No arbitrator shall be appointed by the Association who has not been approved by both parties unless and until the parties have had submitted to them three (3) lists of arbitrators from the Association's Panels, and have been unable to select a mutually satisfactory arbitrator therefrom.

In the event the arbitrator requests the parties to supply a stenographic record of the arbitration proceeding, the parties shall equally divide the cost of one copy for the arbitrator. The arbitrator shall have no authority to issue any subpoena or other form of legal process or award to compel either party to produce new evidence (not already presented during processing of the grievance in the grievance procedure) considered by such party to be confidential or not relevant or material to the proceeding, or which

is not available. This shall not limit the arbitrator's authority to compel the production of information which this Agreement or a local supplement requires either party to provide the other.

The arbitrator shall have no authority to make any award requiring payment to any employee for any period more than thirty (30) days preceding the filing of a grievance.

- c. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
 - d. In the selection of an arbitrator and the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the Association shall control, except that either party may, if it desires, be represented by counsel.
 - e. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.
4. a. In the event the receiving party has asserted that the dispute contained in a request for arbitration is not arbitrable, the Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with the procedure set forth in Paragraph 3. above only after a final judgment of a Court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues. The foregoing part of this paragraph shall not be applicable if the request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause.
- b. In the consideration and decision of any question involving arbitrability (including any 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 Paragraph 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 Paragraph 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 supplements to this Agreement executed under the provisions of Section XXIII - Modification and Termination, thereof; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights, except where such challenge is based upon a violation of any such express limitations (other than those set out in Paragraph 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 section 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.
5. The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.
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 section;
 - (2) The claimed violation of a specific provision or provisions of the Agreement (with the limitations and exceptions set out in this section);
 - (3) The claimed violation of a provision or provisions of a signed nonwage supplement entered into in accordance with Section XXIII of this Agreement.
 - b. A request for arbitration, in order to be subject to arbitration as a matter of right under the provisions of subsection a.(2) and a.(3) above, must allege a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose. For example, a request which claims incorrect application of the method of computing overtime pay under the provisions of Section X would be arbitrable as a matter of right, whereas a request which questioned the right of the Company to require the performance of reasonable overtime work, on the claimed ground that Section X contains an implied limitation of that right, would be subject only to voluntary arbitration. A request that Section XIV had been violated by the involuntary separation of a senior employee in preference to a junior employee would be arbitrable as a matter of right but a request that subcontracting of work in the plant while bargaining unit employees were separated violated a claimed implied limitation of Section XIV would be subject only to voluntary arbitration.
7. All requests for arbitration which are not subject to arbitration as a matter of right under the provisions of Paragraph 6. above, are subject only to voluntary arbitration. In particular, it is specifically agreed that arbitration requests shall be subject only to voluntary arbitration, by mutual agreement, if they:
 - a. Involve the existence or alleged violation of any agreement other than those described in 6.a. above.
 - b. Involve issues which were discussed at negotiations, but which are not expressly covered in this Agreement (e.g., subcontracting).
 - c. Involve claims that an allegedly implied or assumed obligation of this Agreement has been violated.

- d. Involve claims that Section I or Section V, Paragraph 3. of this Agreement has been violated.
 - e. Would require an arbitrator to consider, rule on or decide the appropriate salary rate at which an employee shall be paid, or the method (day or salary) by which his or her pay shall be determined.
 - 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.
 - g. Pertain in any way to the establishment, administration, interpretation or application of Insurance, Pension, or other Benefit Plans in which employees covered by this Agreement are eligible to participate (subject to the provisions of Section XIV, Paragraph B.).
 - h. Involve discipline or discharge imposed on employees having less than one year of Total Employment with the Company; and provided further that nothing in this subsection shall limit the authority of an arbitrator with respect to disciplinary penalties or discharge imposed in violation of Paragraph 1. of Section V.
8. In any case which involves discipline (including discharge) effected on the ground that an employee has refused, orally or otherwise, to perform an assigned task, either party may, at any time before the arbitration hearing is closed, request that the arbitrator decide the matter without an opinion, in which event the arbitrator must simply determine and announce an award without stating any grounds or reasons for 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 his or her award interprets or applies any provision of this Agreement, such opinion shall not be considered binding upon the parties, and shall not constitute a precedent for the purpose of interpreting or applying that provision of the Agreement in the future.
9. Grievances filed on or after the effective date of this Paragraph which are arbitrable under this Agreement and allege that an employee had been disciplined or discharged from the active rolls without just cause may be processed specially into arbitration provided that both parties agree that the dispute does not involve the interpretation of a contract provision or a procedural question.

In arbitration hearings held under this Paragraph 9. only, the parties agree that no transcript nor other formal record of the proceedings shall be required, and that no post-hearing briefs will be filed unless otherwise mutually agreed upon. Either party may, however, present oral or written summations at the hearing. Hearings will be scheduled within sixty (60) days of the appointment of an arbitrator, unless the parties agree upon a subsequent date, and awards with only a brief written opinion shall be issued within two (2) weeks after the hearing is closed. No award issued under this procedure may be considered as establishing a precedent. All provisions of Section XXI shall otherwise apply to arbitration under this Paragraph.

SECTION XXII - PAYMENT FOR NEGOTIATING TIME

1. It is agreed that negotiating time will be kept to a minimum commensurate with good practice and in the interest of efficiency. Unless of such nature as to be termed urgent, negotiating time will be scheduled by Management and Union representatives in advance and in such manner as to least interfere with regular work schedules.
2. The Company will divide equally with the Union payment for time spent within the LABORATORY by Union representatives (who are in the active employ of the Company) during the representatives' regular working hours while meeting with a member or members of Management for the purpose of collective bargaining or for handling or adjustment of grievances.
3. Procedure for Reporting Time:
 - a. Before leaving his or her work to investigate a grievance or to meet with Management, the Union representative will first request permission from his or her supervisor, which will be granted unless his or her departure would cause serious interference with operations. In such cases the supervisor will make arrangements for the Union representative to leave his or her job as promptly as possible.
 - b. The Union unit representative will account for his time on Union business in accordance with local time reporting policies. Such time will be appropriately recorded in the Company time reporting system.
4. The Company will deduct from the pay of Union representatives, at the individual's salary rate, for one-half (1/2) the recorded time spent by Union representatives in meetings with Management for the purposes of collective bargaining or for handling or adjustment of grievances.
5. The Company will deduct from the pay of Union representatives, at the individual's salary rate, for the full amount of the recorded time spent by Union representatives during their regular working hours for the purpose of investigation of grievances, or complaints that may lead to grievances, when no member of Management is present at such investigations.

SECTION XXIII - MODIFICATION AND TERMINATION

- A. This Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the bargaining unit. Therefore, except as herein specifically provided, the Company and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement which were discussed during the negotiation of this Agreement.
- B. This Agreement between the Company and the Union is in effect until September 30, 2014, and shall continue and remain in full force and effect from year to year thereafter (such period ending September 30, 2014, and such succeeding periods of one year being sometimes referred to herein as a "contract term") unless modified or terminated as hereinafter provided.

- C. If either the Company or the Union desires to modify this Agreement, it shall not more than sixty (60) days and not less than thirty (30) days prior to September 30, 2014, or prior to September 30th of any subsequent year, so notify the other in writing. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement. If settlement is not reached by September 30, 2014, or September 30th of any subsequent year, this Agreement shall continue in full force and effect but the Union may strike after the beginning of the next succeeding contract term. Such a strike shall not be a violation of Section XIX, but either party may, upon not less than one (1) day's written notice given to the other during such strike, thereupon terminate this Agreement.
- D. Either the Company or the Union may terminate this Agreement as of midnight September 30, 2014, or September 30th of any subsequent year, by giving written notice to the other not less than sixty (60) days before said termination date.

Section XXIV – BENEFITS

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

- | | |
|---|--|
| ✓ | Medical Plan (Including Prescription) |
| ✓ | Vision Care Program |
| ✓ | Employee Assistance Program |
| ✓ | Health Care Flexible Spending Account |
| ✓ | Dependent Care Flexible Spending Account |
| ✓ | Employee Basic Life Insurance |
| ✓ | Dental Insurance |
| ✓ | Dependent Life Insurance |
| ✓ | Accidental Death and Dismemberment |
| ✓ | Group Universal Life Insurance. |
| ✓ | Personal Accident Insurance |
| ✓ | Business Travel Accident Insurance |
| ✓ | Extended Salary Payments |
| ✓ | Long Term Disability |
| ✓ | Bechtel NR Savings Plan |
| ✓ | Pension Plan |
| ✓ | Retired Medical, Dental and Vision/Life Insurance |
| ✓ | Defined Contribution Pension Plan (For employees hired on or after February 1, 2009) |
| ✓ | Supplemental Life Insurance/Additional Life Insurance |
| ✓ | Involuntary Separation Plan |
| ✓ | Mutual Fund Purchase Plan |
| ✓ | Medical Disqualification Disability Pay Plan |
| ✓ | Accident Insurance for Emergency Service Organizations |

The composite rate of pay will be used as the base pay for the above listed plans.

SECTION XXV – SALARY ADJUSTMENT

Bechtel Marine Propulsion Corporation., Bettis Atomic Power Laboratory (herein called the "Company") and the International Union, Security, Police, and Fire Professionals of America, Amalgamated, Local Union 502 (herein called the "Union") hereby mutually agree to supplement the Agreement made and entered into by them as of the 31st day of October, 1966 as follows:

There will be no salary adjustments during this contract.

