

## **PREAMBLE**

This Agreement entered into as of this **September 13, 2015**, by and between BMPC - KAPL (hereinafter referred to as the Company), which operates the Knolls Atomic Power Laboratory under a contract with the United States Department of Energy, and Local Union No. 128 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, hereinafter referred to as the Union, acting for and on behalf of itself and on behalf of those employees who are included in the certification of the National Labor Relations Board Case No. 2-RC-62, for collective bargaining purposes as herein set forth.

## **ARTICLE I - RECOGNITION**

### Section 1.

The Company hereby agrees to recognize the Union during the term of this Agreement as the exclusive collective bargaining agency of those employees as described in Section 2 of this Article for the purpose of collective bargaining with respect to wages, hours, and working conditions, for which the Union is certified by the National Labor Relations Board.

### Section 2.

Unless specifically qualified, the term "employee" or "employees" as used herein shall mean all plumbers, steamfitters, and helpers as specified in the above-mentioned certification who

are employed by BMPC - KAPL at the Knolls Atomic Power Laboratory locations in Niskayuna and West Milton, New York, excluding all other employees, guards, and supervisors as defined in Section II of the National Labor Relations Act.

## **ARTICLE II - DISCRIMINATION AND COERCION**

### Section 1.

The Company will not discriminate against any employee because of 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, members, nor representatives will intimidate or coerce employees, nor will it solicit members or funds on Company property during working hours.

### Section 3.

The Company shall not discriminate against any of its employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, training, layoff, discipline, discharge, or any other term or condition of employment because of **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 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, or membership or non-membership in the Union.

## **ARTICLE III - ASSIGNMENT OF WORK**

### Section 1.

The Company will continue to assign to the employees represented by this unit such work as properly belongs to the Plumbers and Steamfitters. This involves fabricating, laying out, assembling, erecting, installing, servicing, maintaining, repairing and dismantling of piping systems including refrigeration and air conditioning, pipe railings, pipe racks, and the making of hangers, supports, etc., used incidental to their job, where such or similar work has been traditionally assigned to the Plumbers and Steamfitters at the Knolls and Kesselring Sites.

However, notwithstanding the above, it is understood that this in no way restricts the Company from contracting piping or plumbing work as defined above through an outside contractor, except that all tie-ins to existing mains will be done by employees represented by this Union. The Company will not contract any work through an outside contractor for the sole purpose of

reducing the regular employment of the employees represented by this Union.

Furthermore, it is understood by the Company and the Union that no plumber and steamfitter work determined to be covered work under the Davis Bacon Act shall be assigned to employees represented by this unit.

## Section 2.

No job shall be assigned to a helper for one year; therefore, a helper will be assigned to a journeyman for that period.

## Section 3.

No working leader shall divert his/her responsibilities to any steamfitter, plumber, or helper. In addition, no working leader shall administer disciplinary action.

# **ARTICLE IV - UNION REPRESENTATION**

## Section 1. Notification

The Union shall give the Company written notice of the names of Shop Committee Persons, Negotiating Committee and Officers of the Union, and advise the Company promptly of any changes in such office or position.

Shop Committee Persons shall be regular employees of the Company, with at least one (1) year of continuous service, who

regularly perform the work of a steamfitter or plumber, prior to their designation as such representative. Not more than one Shop Committee Person shall be elected to a Supervisor.

A Shop Committee Person shall be given permission to leave his/her job during working hours to process a grievance, if he/she:

- (a) Makes his/her request to his/her Supervisor, or, in the Supervisor's absence, to a designated representative.
- (b) Reports promptly to his/her Supervisor how much time was spent on a grievance.

No Shop Committee Person or Supervisor shall make a decision which is in violation of this Contract. If so, such decision shall be null and void.

## Section 2. Layoff Deferment

On written request of the Union, a maximum of four (4) Union Officers (including Executive Board Members of the Local), who have at least one (1) year seniority and are employees of the Company, solely for the purpose of layoffs, be deemed to have longer seniority than all other employees in the unit 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. 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/her from such layoff be deemed to have greater seniority than the shortest seniority

employee in the bargaining unit on work for which the employee who is the Union Official is qualified.

Similarly, a Shop Committee Person or Chief Shop Committee Person, who has accumulated at least one year seniority shall be deemed to have longer seniority than the employees within the group, or groups, he/she represents. This provision shall apply to one (1) Chief Shop Committee Person for BMPC - KAPL and to a maximum of one (1) Shop Committee Person at the Kesselring Site and a maximum of two (2) Shop Committee Persons at the Knolls Site. In the event of a layoff affecting the group(s) of employees represented by the employee who is a Chief Shop Committee Person for BMPC - KAPL or a Shop Committee Person, such employee shall in accordance with Article VIII displace an employee within the group(s) who has less actual seniority on work for which the Chief Shop Committee Person or Shop Committee Person is qualified. In the event the Chief Shop Committee Person or Shop Committee Person does not have sufficient actual seniority to displace any employee within the group(s), then such Chief Shop Committee Person or Shop Committee Person shall be deemed to have sufficient seniority to retain his/her job classification and wage rate within the group(s) he/she represents.

This Section 2 shall apply to those Union Officers whose names, title and order of precedence and to the Chief Shop Committee Person and Shop Committee Persons whose names and group(s) represented shall have been furnished in writing to the Company prior to the giving of notice of layoff by the Company. Section 2 will not be applicable in the event of a furlough due to lack of Government funding.

### Section 3. Leave of Absence

Upon request of the International or the Local Union, the Company will grant leave of absence of not more than eight years to work as full-time representative of the Local Union, or as a representative of the International Union. It is agreed that leave will not be given to more than one employee at any one time.

### Section 4. Payment for Union Time

During each fiscal month, for time spent during their regular working schedule in negotiating grievances with the Supervisor at Step 1, the Company will pay Shop Committee Persons at their regular rate up to a maximum of one-and-one-half (1-1/2) hours multiplied by the number of weeks in such BMPC - KAPL fiscal month.

For time spent by up to two (2) regular members of the Grievance Committee, which generally includes the Union's Business Manager, the President, the Vice President, or an Executive Board Member of the Union and the Chief Shop Committee Person for BMPC - KAPL, within their regular working schedule in negotiating grievances within Step 2 of the grievance procedure, the Company will pay up to a maximum of eight (8) hours per week at the regular rate of pay providing such members are employees of the Company.

## Section 5.

A Shop Committee Person may present to his/her Supervisor at any time grievances of the employees whom he/she represents when requested by the employees.

## Section 6.

Shop Committee Persons shall have their work assignments and they will not leave their jobs during working hours except when necessary to perform the duties herein defined. Each of the parties will cooperate with the other in reducing to a minimum the actual time spent in such duties to the best interest of all concerned.

## Section 7.

The Company will furnish appropriate vouchers to Union Representatives for time spent on Union business within their regular work schedule which is in excess of the time paid for by the Company within their regular work schedule.

## Section 8.

Whenever an OSHA type inspection in accordance with DOE Regulations shall occur in a work area that includes employees represented by the Union, an employee designated by the Union who accompanies the DOE inspector as the employees' representative will be paid for time lost from work during such inspection.



## **ARTICLE V - GRIEVANCE PROCEDURE**

### Section 1.

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

### Section 2.

In the event that any grievance arises, the following procedure will apply.

#### Step 1 - Employee-Supervisor or Employee-Committee Person-Supervisor

An employee may take up his/her grievance directly with his/her Supervisor, who will attempt to settle it. If no agreement is reached, the employee may take the grievance to the Committee Person, who will reduce it to writing, giving all pertinent information relative to the grievance and indicating the relief requested, have it signed by the employee, and then present it to the Supervisor, either with or without the employee being present. The Supervisor will give an answer, within two working days. Additional time may be allowed by mutual agreement of the Committee Person and the Supervisor.

If still unsettled, the grievance may be referred to:

Step 2 - Representative of Management-  
Business Manager-Grievance  
Committee.

If the Union decides to take the grievance to the second step, the designated representatives of Management shall be advised in writing, with all pertinent information relative to the grievance and indication of the relief requested.

A meeting will be arranged, generally within seven (7) days. Whenever possible a decision will be given at this meeting, but if further investigation is necessary, additional time may be allowed by mutual agreement of the Committee and the Management Representatives.

In those cases where it is mutually agreed that a joint inspection would be helpful in settling the case, a committee shall be selected. The Union may designate not more than two (2) employees on this committee.

If agreement is not reached, the grievance may be referred to:

Step 3

If the Union decides to take the grievance to the Third Step, the Business Manager shall advise the Manager-Human Resources or designated representative who will arrange a meeting with a representative of the Union on a mutually

satisfactory date. The Company shall give its final decision to the Union within three (3) days unless otherwise agreed upon. If an Agreement is reached, it will be reduced to writing, if requested, and signed by both Union and Company representatives.

Upon the expiration of six (6) months from the date that the Company's reply to a Step 3 grievance is given to the Union, the grievance shall be considered settled and closed for all purposes. However, this provision shall in no way limit the Union's right to file a grievance in accordance with the procedures set forth in Article V.

### Section 3.

Any appeal from any step in the grievance procedure, which is not presented within four (4) weeks following a decision on such grievance, shall be considered closed and shall not be reopened for discussion. However, additional time may be granted in processing a grievance from the 2nd to 3rd step of the grievance procedure, if requested in writing by the Union and agreed to by the Company's designated representative. Any disposition of a grievance accepted by the Union shall be final, conclusive, and binding upon the employees and the Union.

#### Section 4.

Any grievance must be presented within a reasonable time, generally two (2) weeks, after the act which was the basis of the grievance occurred, in order to become a matter of adjustment.

#### Section 5.

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

#### Section 6.

If on any grievance there is a question of retroactivity, this point shall be covered in the decision.

### **ARTICLE VI - ARBITRATION**

#### Section 1.

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

- (a) the interpretation or application or an alleged violation of a provision of this Agreement, excluding Article III, 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 nondisciplinary termination occurring after the effective date of this Agreement;

may be submitted to arbitration upon written Demand of either the Union or the Company, provided that such Demand is made within sixty (60) days after the final decision of the Company has been given to the Union pursuant to Article V, Step 3. For the purpose of proceedings within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties shall be imposed only for just cause.

## Section 2.

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

## Section 3.

Within 10 days following a Demand for Arbitration of a grievance, the Company or the Union may request the American

Arbitration Association to submit a Panel of names from which an arbitrator may be chosen.

In the selection of an arbitrator, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control, except that:

- (i) Notwithstanding any provision of such rules, the Association shall have no authority to appoint an arbitrator in any matter who has not been approved by both parties until and unless the parties have had submitted to them at least three Panels of arbitrators and have been unable to select a mutually satisfactory arbitrator therefrom; and
- (ii) Either party may, if it desires, be represented by Counsel.

#### Section 4.

- (a) The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement provided that no arbitrator shall have any authority or jurisdiction to add to, detract from or in any way alter the provisions of this Agreement. In any case which involves discipline (including discharge) effected on the ground that an employee has refused, orally or otherwise, to perform an assigned task, either party may, at any time before the arbitration hearing is closed, request that the arbitrator decide the matter without an opinion, in which

event the arbitrator must simply determine and announce an award without stating any grounds or reasons for his decision. The award issued by an arbitrator shall be final and binding on the parties, but to the extent that the arbitrator's opinion in support of his award, interprets or applies any provision of the **2011 - 2015** BMPC - KAPL-Plumbers and Steamfitters Agreement, such opinion shall not be considered binding upon the parties, and shall not constitute a precedent for the purpose of interpreting or applying that provision of the Agreement in the future.

- (b) It is specifically agreed that no arbitrator shall have the authority or jurisdiction to establish or modify any wage rate or job classification, or authority or jurisdiction to decide the appropriate classification of any employee.
- (c) In addition, no provision of this Agreement or other agreements between the parties, shall be subject to arbitration pertaining in any way to the establishment, administration, interpretation or application of the Training and Educational Assistance Program, the Long Term Disability Insurance Plan, the Job and Income Security Plan, Insurance, Pension, Savings or other Benefit Plans in which employees covered by this Agreement are eligible to participate or which are noted in Article XXVI.

It is further specifically agreed that no arbitrator shall have the authority to interpret or apply the Recognition Article (Article I) of this Agreement.

## Section 5.

The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him/her including the right to modify, 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.

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 right in connection with the dispute or disputes.

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 employee.

## Section 6.

The parties agree that in entering into their successive agreements, they have attempted to set out expressly all the restrictions and obligations assumed by each other, and that no implied restrictions or obligations are inherent in the Agreements or were assumed by the parties in entering into such Agreements.



## Section 7.

In the consideration of whether a matter is subject to mandatory arbitration, a fundamental principle shall be that the Company retains all its historic rights to manage the business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner, subject only to the express limitations set forth in the **2011 - 2015 BMPC - KAPL- Plumbers and Steamfitters Agreement**; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights except where such challenge (a) is based upon a violation of any such express limitations and (b) is not a subject for voluntary arbitration under the provisions of Section 9 below.

## Section 8. Mandatory Subjects

In general, Article VI contemplates mandatory arbitration of demands to arbitrate which involve:

- (a) Disciplinary action (including discharge) but with the following exception:
  - (i) No arbitrator shall have the authority to consider, rule on or enter any award with respect to, any discipline or discharge imposed on employees having less than six months of continuous service with the Company, provided that nothing in this subsection shall limit the authority of an arbitrator

with respect to disciplinary penalties or discharges imposed in violation of Section I of Article II.

- (b) The claimed violation of a specific provision or provisions of the 2011 - 2015 BMPC - KAPL- Plumbers and Steamfitters Agreement (with the limitations and exceptions set out in Article VI).
- (c) A nondisciplinary termination occurring after the effective date of this Agreement.

## Section 9. Voluntary Subjects

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

- (a) Arbitration demands involving subjects in any agreement other than those described in 8 (b) above;
- (b) Arbitration demands involving subjects which were discussed at negotiations but not expressly covered in the Agreement;
- (c) Arbitration demands involving claims that allegedly implied or assumed obligation of the Agreement has been violated;
- (d) Arbitration demands involving claims that Article I or Section 3 of Article II of this Agreement has been violated; provided, however, that grievances which claim

that a disciplinary action, discharge, upgrading action, or transfer action violates Section 3 of Article IV, will be subject to arbitration as a matter of right;

- (e) Arbitration demands which would require an arbitrator to consider, rule on or decide the appropriate rates at which an employee shall be paid;
- (f) Arbitration demands which would require an arbitrator to consider, rule on or decide any of the following:
  - (i) the elements of an employee's job assignment;
  - (ii) the level, title or other designation of an employee's job classification;
  - (iii) the right of management to assign or reassign work or elements of work.
- (g) Rules 9 (e) and 9 (f)(ii) above reflect the fact that the intent of Article XIX of the **2011 - 2015** BMPC - KAPL- Plumbers and Steamfitters Agreement is to assign disputes over individual classifications and rates of pay, etc., to negotiation and not to arbitration.

## **ARTICLE VII - STRIKES AND LOCKOUTS**

### Section 1.

During the term of this Agreement, there shall be no strike, sitdown, slowdown or employee demonstration by any employee or group of employees, and no strike or interference with work

shall be directly or indirectly authorized or sanctioned by the Union, provided that the foregoing shall not be applicable where:

(a) The Union calls a strike over a specific grievance which has originated in such bargaining unit, after such grievance has been fully processed through Step 3 of the Grievance Procedure as provided in Article V; provided that, no such strike shall be called or commenced with respect to any grievance which has been settled and closed as provided in Step 3 of the Grievance Procedure, nor with respect to any grievance which may be submitted to arbitration as a matter of right as provided in Article VI, and

(b) The Company shall have received written or telegraphic notice from the Union of such strike not less than twenty-four (24) and not more than (72) hours prior to the commencement thereof, which notice shall specify the date and time the strike is to commence and the unsettled grievance over which the strike is called.

## Section 2.

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

## **ARTICLE VIII - SENIORITY**

### **Section 1.**

(a) The seniority of each employee is his relative position with respect to other employees in the bargaining unit. Except as otherwise provided in Section 1(b) and 1(c) of this Article, seniority in each case shall be determined by a seniority date which shall represent the time worked in the Company as a steamfitter, plumber or helper, except that, in any event, where employees quit or are discharged, seniority shall begin with the date of reemployment. Seniority shall be used solely for the purpose of determining layoffs, re-hires and preference for shifts as prescribed in Section 2 of this Article and does not determine service credits for "continuity of service."

(b) Seniority shall be broken or adjusted for the same reason indicated in Article IX, Continuity of Service.

(c) The seniority date of employees who enter the armed forces shall not be adjusted provided such employees report to the Company for work in the bargaining unit within ninety (90) days after discharge from the armed forces. Employees who do not report to the Company for work in the bargaining unit within ninety (90) days after discharge from the armed forces shall be deemed to have quit their employment and shall lose all seniority.

### **Section 2.**

It is the intent of the Company to give preference for shift to long service employees when they are reached on lack of work. If

such employee has five (5) or more years seniority in excess of the shortest service comparable employee in the unit on the preferred shift he/she will be allowed to displace this employee; otherwise, he/she will displace the shortest service comparable employee in the unit.

Should any employee exercise this preference for shift, the employee so displaced will in turn displace the shortest service comparable employee within the unit.

### Section 3.

If reductions in force are necessary, layoffs, or displacements will be made in accordance with seniority, and then by transfer to lower-rated jobs within the unit. Exceptions may be made provided they do not exceed two (2) weeks, with the exception of a furlough due to lack of funding during which employees with the appropriate qualifications will be called in to work by seniority.

### Section 4.

(a) Employees who were transferred to salaried or supervisory positions outside the bargaining unit prior to September 30, 1963 will continue to accumulate seniority to March 30, 1964 and may be returned to the unit in accordance with such seniority.

(b) Employees who are transferred to jobs outside the bargaining unit on or after September 30, 1963, may be returned to the unit in accordance with their seniority at the time they left the

unit plus the number of months outside the unit up to a maximum of six (6) such months outside the unit.

(c) Employees who, after June 30, 1985 are transferred to exempt management jobs outside the bargaining unit, may be returned to their former classification in the bargaining unit in accordance with their total length of seniority during the period up to twenty-four (24) months following the first such transfer to a job outside the unit.

(d) Employees who, after June 30, 1991, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service during the period up to six (6) months following the first such transfer to a job outside the unit.

(e) Employees who, after June 29, 1998, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service during the period up to three (3) months following the first such transfer to a job outside the unit.

## Section 5.

The Company will furnish monthly, to the Business Manager, the name of each employee in the unit, his/her classification, job rate, department, shift and seniority date.

## Section 6.

Whenever there is an increase in the working force, after a layoff, the reverse of the layoff procedure, set forth in Section three (3) above shall be followed except that helpers, judged to be qualified in accordance with Article XIX, Section 3(a) with at least three (3) years seniority will be upgraded before recall of fitters with less seniority.

Before any new employees are hired, the employees still laid off shall first be offered employment in the order of their seniority. Any employee who is transferred to a lower-rated classification at time of layoff will be offered employment in his/her former higher-rated classification, according to his/her seniority as openings occur. For the purpose of this Section only, it is understood that the seniority date of an employee who is transferred to a lower-rated classification within the unit, shall not be adjusted for absences due to illness, accident or layoff while employed in the lower-rated classification, until he/she is returned to his/her former classification, at which time his/her seniority date shall be adjusted in accordance with Section 1(b) of this Article for absences which occurred while employed in the lower-rated classification.

## Section 7.

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 sixty (60) months following layoff or until retirement, whichever occurs first.

Any employee laid off due to lack of work who is notified within the above periods that he/she may return but fails to return or to give satisfactory explanation within two (2) weeks, will be removed from the recall list.

## Section 8.

(a) Notwithstanding anything to the contrary in this contract, and subject to applicable law, the Union agrees that the Company has the right to require the mandatory retirement of employees in accordance with the BMPC - KAPL Pension Plan, as amended.

(b) 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.)

## Section 9.

Except in cases of temporary layoffs, employees will be given at least one week's notice with one week's work or one week's pay at the prevailing weekly schedule before layoffs are made due to decreasing forces. The Company will give as much additional notice as possible, and will notify Shop Committee Persons of employees being affected.

## Section 10.

Temporary layoffs are defined as layoffs not exceeding two (2) weeks. A furlough is not a temporary layoff.

## Section 11.

Employees who temporarily have no work on their regular assignments may be utilized elsewhere if there is work available for them within the jurisdiction of this Union.

# **ARTICLE IX - 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 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 vacation 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 single absence from work.

(e) "Illness" shall include pregnancy, whenever the Supervisor or other immediate supervisor is notified prior to absence from work.

## Section 2. Loss of Service Credits and Continuity of Service

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

(1) Quits, dies, resigns, retires or is discharged.

(2) Is absent from work for more than two consecutive weeks without satisfactory explanation.

(3) Is absent from work because of personal illness or accident and fails to keep the Company notified monthly stating, if possible, the probable date of return to work.

(4) Is notified within a year from date of layoff that he/she 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 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) Effective only for employees who are rehired on or after June 28, 1976: If the Company re-employs an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored if his/her continuous service at the time of his/her 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 7 of Article VIII.

(c) If the Company reemploys, on or after June 27, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment [and the employee is not eligible for automatic service restoration under Section 2 (b)], the Company shall restore such continuity of service after the employee has completed one (1) year of continuous service following reemployment.

(d) For employees reemployed prior to June 27, 1988 who do not have restoration rights under prior Agreements, the Company shall restore the employee's prior unrestored continuity of service when such employee has three (3) years of continuous

service (effective January 1, 1990), provided, however, that if the employee is absent on the date the restoration would otherwise occur, such service restoration will occur when the employee returns to work with continuity of service.

(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.

### Section 3. Service Credits

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

(a) Employees when 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 absence in excess of twelve months up to a maximum of six additional months.

(b) 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. Continuity of Service will not be broken for a furlough, as defined in Article XXII (1)(i).

If an employee who has lost prior service credits or continuity of service is re-employed, he/she shall be considered a new employee, and will not receive service credits for any time prior to the date of such re-employment, unless all or part of prior service credits are restored as a result of a review. Should the result of the review be unsatisfactory to the employee, it may be taken up under the grievance procedure.

#### 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 X - HOURS OF WORK AND PREMIUM PAYMENT**

### **Section 1. Workweek**

The normal workweek shall be either five (5) days, eight (8) hours per day, Monday to Friday inclusive or 8 nine-hour days and 1 eight-hour day over the course of two weeks (9/80 Schedule). For those on 9/80 schedules, the workweek will end after four hours on Friday (or Monday if so designated).

Under adverse conditions, schedules other than the above may be necessary.

### **Section 2. Workday**

An employee's workday is the twenty four hour period beginning with his/her regularly assigned starting time of his/her workshift, and his/her day of rest starts at the same time on his/her day or days he/she is not scheduled to work. His/her workweek starts with the start of his/her regularly assigned work period on Monday of the workweek.

### **Section 3. Overtime Payment**

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

- (a) in excess of forty (40) hours in a workweek
- (b) on Saturday; or

(c) for the first eight (8) hours on a change of shift, in accordance with the established practice of the Company.

Employees will be paid at two times their straight-time rate for hours worked -

(d) on Sunday; or

(e) in excess of twelve (12) hours in his/her 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.

Employees will be paid at two-and one-half their straight-time rate for hours worked -

(f) on the holidays listed in Article XI.

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

#### Section 4. Call In and Early Reporting

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



(b) Dayshift employees who are called back after the end of their regular dayshift (or told to report prior to their regular starting time) will be paid at the rate of time-and-one-half for hours worked outside their regular schedule, up to midnight and at the rate of double time for hours worked after midnight and up to the beginning of the regular dayshift.

(c) Employees on the second and third shifts who are called back after the end of their regular shift (or told to report prior to the regular starting time) will be paid at the rate of time-and-one-half for hours worked up to the beginning of their regular shift.

Subsections (a), (b) and (c) above are not applicable where an employee continues to work into the next shift following his/her normal quitting time.

## Section 5. Report-in-Time

Employees who report for work in accordance with their regular schedules, and, without previous notice thereof, neither their regularly assigned nor any reasonably comparable work is available, will receive not less than four hours pay at the rate applicable had they worked. This Section shall not be applicable where the inability of the Company to supply work is the result of fire, flood, snow storm, power failure, or work stoppage by employees in the plant location.

## Section 6. Overtime

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. Each Supervisor will equalize the opportunity for all overtime, including nights, for total hours; and on request will review the record with his designated Shop Committee Person and/or employee.

### Section 7. Night Shift Differential

Employees on a recognized second or third shift shall have ten percent (10%) added to their regular hourly rate 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 Local and local management.

### Section 8. Change of Schedule

The Supervisor will notify the Shop Committee Person as far in advance as possible of any contemplated change in the regular hours of work. In cases of emergency, it may be impossible to give advance notice.

### Section 9. 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 Section 1 and regular workday as defined in Section 2

of this Article X for certain groups of employees within the bargaining unit.

(b) In conjunction with agreements negotiated under Subsection 9(a) above, the Company and the Union may negotiate modifications to the overtime provisions set forth in Section 3 and to the call in and early reporting provisions set forth in Section 4 of this Article X to provide for overtime premium payments to be paid only for the hours worked over forty (40) in a given workweek.

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

## Section 10. Employee Convenience

When an individual on the dayshift, who for their convenience and with their manager's approval, elects to change their assigned starting time on a Saturday and reports prior to the beginning of their regular day shift, Subsection 3(d) and Subsection 4(b) of this Article X are not applicable and only Subsection 3(a) will apply to these situations.

## **ARTICLE XI - HOLIDAYS**

### Section 1. Holiday Qualifications

Holiday eligibility from January 1, 2012 through the termination of this agreement is expressed as that the Company will pay employees for 10 holidays not worked if they occur during the

employee's scheduled workweek and if the employee meets each of the requirements listed below.

The ten holidays are:

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

Requirements for Holiday Pay:

(a) Employees are eligible for Holiday Pay effective first day of employment.

(b) Such employee works his/her last scheduled workday prior to and his/her next scheduled workday after such holiday within his/her scheduled workweeks. This condition shall not prevent payment of holiday pay to:

(i) an employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled workday following the holiday; or

(ii) an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such work

days due to approved absences for Medical Time Off, death in his/her family, paid personal time, layoff or union activity; or

(iii) an employee who is not at work on either or both such work days solely due to military encampment or jury duty; or

(iv) an employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when double consecutive holidays have been arranged under the provision of Article XI) or his next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he/she works the last scheduled work day prior to that holiday, but not the next scheduled workday after the second holiday; and he/she will be entitled to holiday pay only for the second of such double consecutive holidays if he/she fails to work the last scheduled workday prior to the first such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

## Section 2. Holiday Payment

(a) Payment shall be made for the regular working schedule of hours at the regular hourly rate. Employees receiving the night bonus will be paid the bonus on the holiday pay.

(b) In order to accommodate different work schedules that may involve regular work days less than or greater than eight (8) hours, the maximum Holiday eligibility for the ten (10) holidays in this agreement is eighty hours.

### Section 3. Holiday Substitution

(a) If any of these holidays fall on Sunday, they will be observed on the following Monday.

(b) Any of the paid holidays falling on Saturday should be treated for all purposes under this agreement as falling on the preceding Friday, or if mutually agreed upon, a day other than such preceding Friday may be substituted for the Saturday holiday. All holidays must occur during the year in which they are scheduled. Thus, should the New Year's holiday fall on Saturday, it will be observed on the following Monday.

### Section 4. Holiday Scheduling/Personal Holiday Administration

- (a) Scheduling of holiday time that is not included within the listed or otherwise determined holiday schedule will be subject to manager's approval. Such approval will not be unreasonably withheld.
- (b) Employees must have their personal holiday scheduled before year-end or the holiday will be lost. There will be no carryover into the next year.
- (c) A personal holiday must be scheduled and approved by management in advance of taking the day off as a holiday. There will be no application of this holiday retroactively to compensate an employee for a previous absence.

- (d) A personal holiday must be taken in hour increments.
- (e) Should management require an employee to work on a pre-approved scheduled personal holiday, the employee shall have the following options:
  - (1) Not request another personal holiday be scheduled by management and receive holiday premium pay for working the original pre-approved scheduled holiday, or
  - (2) Request another personal holiday be scheduled by management before year-end and not receive holiday premium pay for working the original pre-approved scheduled holiday.
- (f) Should an employee quit, die, or retire prior to taking the personal holiday, it will be lost.

## **ARTICLE XII – Personal Time off (PeTO)**

### Section 1. Paid PeTO Periods

PeTO with pay will be granted in each calendar year (hereinafter called the "PeTO Year") to in the unit eligible employees, for use in one tenth of an hour increments, as vacation or personal business, as follows:

#### Schedule C:

Years of  
Continuous

<u>Service</u>	<u>PeTO</u>	
Less than 3	3 weeks	(120 hours)
3 through 15	4 weeks	(160 hours)
More than 15	5 weeks	(200 hours)

New hires will be credited with 40 hours.

\*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)

On 1/1/2012, current employees will be credited on a one-time basis, one-third of their eligible hours. Further accruals to begin on the first pay period in May, 2012.

Employees will be credited with additional PeTO, according to the above schedule, in twice per month increments.

Unused PeTO up to the annual eligibility may be carried into the next calendar year.

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. For example, an employee that reaches his/her fifteen year service anniversary will see an increase from 6.67 hours twice monthly to 8.33 hours twice monthly effective at his/her next deposit.

Employees will be paid for the unused accrued PeTO bank balance upon separation from employment, at the rate of pay on their last day of work.



An employee will continue to accrue PeTO during the following statuses: active, paid disability, FMLA unpaid, or paid military leave. Employees on unpaid personal absences or long term disability will not continue to accrue PeTO.

### Schedule B

Current employees will have a one-time opportunity to choose another option in October, 2011:

Employees will have their entire annual eligibility amount credited to their PeTO bank on the first day of the calendar year, per the following schedule:

<u>Continuous Service</u>	<u>PeTO</u>
3 months - 5 years	80 hours
5 years – 12 years	120 hours
12 years – 20 years	160 hours
Greater than 20 years	200 hours

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

Effective 1/1/12, Article XII will be altered to conform to the applicable PeTO policy. In the event that contract language conflicts with the language of the policy, the policy will be the controlling document.

## Section 2. Computation of PeTO Pay

### Basic Formula

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

## Section 3. Holiday in PeTO Period

When the PeTO period of any employee includes one of the holidays listed in Article XI, an additional day of PeTO will be granted with pay.

## **ARTICLE XIII - EMPLOYEE RECORDS**

### Section 1.

It is the intent of the Company to show to each employee concerned, all warning notices, progress reports and contact reports to be filed in his/her record. A copy of the warning notice will be given to the employee on his/her request.

### Section 2.

It is the intent of the Union to have the employee sign the above merely to indicate that he/she was apprised of their existence.

## **ARTICLE XIV - LEAVES OF ABSENCE**

### Section 1.

Leaves of absence not exceeding three months may be granted by the BMPC - KAPL General Manager for any reason except employment elsewhere to employees with one or more years of continuous service.

Requests for longer leave will be given consideration.

Upon return, employees will have seniority as of their date of leaving, provided they return at the expiration of their leave.

## **ARTICLE XV - WORKING CONDITIONS**

### Section 1.

The Company will provide satisfactory and necessary tools and working conditions.

### Section 2.

The Company will continue to provide safety inspections, safety devices, and medical service to minimize accidents and

health hazards within the Laboratory. Members of the Union will be requested to serve on site safety committees and the Company will welcome suggestions regarding improvement of safety conditions.

## **ARTICLE XVI - MANAGEMENT RESPONSIBILITIES**

Subject only to any limitations stated in this Agreement, or in any other written agreement between the Company and the Union, the Union recognizes that the Company retains the exclusive right to manage its business and all matters pertaining thereto.

## **ARTICLE XVII - BULLETIN BOARDS**

The Company will furnish bulletin boards for exclusive use of the Union for posting of notices which are signed by a Union Officer. All notices shall be subject to Human Resources approval prior to posting.

Notices will be removed by the respective Shop Committee Person when they have served their purpose.

## **ARTICLE XVIII - ABSENCE PAYMENTS**

Section 1. Administrative Time Off (ATO)/Jury Duty

(a) When an hourly-paid employee is called for service as a juror, he/she will be paid the amount of straight-time earnings lost by him/her for reason of such service, up to a limit of eight (8) hours per day (nine (9) if scheduled for a nine-hour day) and forty (40) hours per week.

(b) Similar makeup pay as specified in Section 1(a) will be granted to an employee who loses time from work because of his/her appearance in court pursuant to proper subpoena, except where he/she is either plaintiff, defendant or other party to the court proceeding.

## Section 2. ATO/Death-in-Family

Employees will be paid three days for bereavement with an annual maximum of six days. Death in family will be paid for immediate family members. Eligible relationships are: Parents (or persons serving in this capacity), mother/father in law, grand parents, grand parents-in-law, brothers and sisters of an employee or the employee's spouse, brothers 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 3. Military Pay Differential

An employee attending annual encampments 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 of such military service, during each calendar year. The employee shall

be granted service credits for such **20** working day period or portion thereof during which he/she is 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, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Such items as subsistence rental and travel allowance shall not be included in determining pay received from the Government.

An employee who does not exhaust the **20** working day (**160** hours) period during the calendar year for his/her annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the **20** working day (**160 hours**) period of military service in the same calendar year is not exceeded. Such military pay differential shall be the amount by which the employee's normal straight-time pay, calculated on the basis of a non-premium workday, up to a maximum of eight (8) hours (9 hours if scheduled for a 9 hour day), exceeds any pay received for such day or days of absence from the Federal or State government, recalculated to exclude the Government pay applicable to Saturdays and Sundays.

An employee who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood or domestic civil disturbance, or other such disaster will be

paid a military pay differential calculated as described above, for the pay lost by reason of such emergency duty, for a period not to exceed four weeks in any calendar year, and shall be granted service credits for such absence up to four weeks.

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.

Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both a vacation pay allowance and a military pay differential. However, an employee may not receive a vacation 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 vacation, but not exceeding the maximums specified above.

An employee who has less than 30 days of service credits may also be absent for the reasons and periods set forth above without deduction of service credits for such absence, but shall not be eligible for the military pay differential.

#### Section 4. ATO/Plant Closure

In situations where the Company declares an emergency closure of the facility due to weather or other unforeseen emergencies, hourly employees will be paid at their regular rate for up to eight (8) hours (9 hours if scheduled for a 9 hour day). 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 to work and complete their assignment, they will not be eligible for the above payment.



# ARTICLE XIX - RATES OF PAY AND ADVANCEMENT PROCEDURE

## Section 1. 2015 - 2019 Wage Agreement

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

### 1. General Wage Increases

#### Effective Date

September 14, 2015	2.75%	Base Builder
September 14, 2015	\$1,000	Ratification Bonus
September 12, 2016	\$1,000	Lump Sum
September 12, 2016	\$600	COLA Replacement
September 11, 2017	2.50%	Base Builder
September 10, 2018	\$1,750	Lump Sum

3. The wage increases described in 1 above shall constitute the amount by which each hourly rate shall be increased on the effective date specified in the amount and manner described.\*

\* Employees hired on progression after **September 3, 2015**, under the provisions of Article IX, Section 2, will have their paid progression rates adjusted to maintain the same percentage of the new job rate.

4. The pay increases herein provided shall be applicable to all employees in the Bargaining Unit.

The Provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, to and including **September 13, 2019**.

IN WITNESS WHEREOF the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this day of September 13, 2015.

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA  
LOCAL #128

BMPC - KAPL  
SCHENECTADY, NEW YORK

Robert D'Amario

---

Arthur Schwartz

Anthony J. Nicastro

---

Daniel Miller

## Section 2. Rates of Pay and Advancement Schedule

Employees who are hired after July 1, 1985, will not begin progression toward job rates until they have accumulated six (6) months of service credits with the Company.

### Helpers

Hiring Rate	R-8
After 1 month	R-9
After 2 months	R-10
After 3 months	R-11
After 4 months	R-12
After 5 months	R-13
Helper Job Rate after 6 months	R-14
Advanced Helper after 18 months	R-15
Advanced Helper after 21 months	R-16

### Journeyman

When transferred	
Start at	R-18
After 6 months	R-19
After 12 months	R-20
After 18 months	R-21
After 24 months	R-22

### Leaders

When assigned	R-24
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Also, provided that employees hired after June 26, 1988 who have no record of prior Company service, shall be placed on starting rates and progression schedules in accordance with the following provisions.

(a) This section will apply to employees hired for jobs with a job rate within the one month progression schedule who have no record of prior Company service. Employees hired after June 26, 1988 may be hired at a minimum of 75% of job rate. Employees hired after August 5, 1991, who have no record of prior Company service, may be hired at a minimum of 70% of job rate. Employees hired after July 1, 2002 who have no record of prior Company service, may be hired at a minimum of 80% of job rate. Employees will progress in six (6) month steps to job rate in accordance with the following table:

Hiring Rate as a Percent of Job Rate	Number of Progression Steps
95	1
90	2
85	3
80	4
75	5
70	6

(b) Employees on the above progression schedule who are transferred to higher rated jobs within the one month progression schedule will have their paid rates adjusted to the same percentage of the new job rate. Time accumulated toward the

next progression step will be carried forward and progression timing to the next step will not be affected by such transfer. Employees on the above progression schedule who are transferred to higher rated jobs outside the one month progression schedule will have their paid rates adjusted according to the other provisions of this Article and Article X.

(c) Employees on the above progression schedule who are transferred to a lower rated job will have their progression rates adjusted to the same percentage of the new job rate. They will progress to the next higher percentage progression step based on the time accumulated since their last step.

(d) Employees hired under the provisions of this paragraph will progress to the job rate of their assigned job in accordance with the schedules contained herein; the other provisions of this Article. After completing the initial progression schedule and reaching job rate of the assigned job the other provisions of this Article will be applicable to subsequent transfers.

(e) Applicants fully experienced on jobs of the kind for which hired will begin at a rate not less than two steps below the job rate and will be increased to the job rate within six months.

### Section 3. Advancement Procedure

(a) In selecting helpers for advancement to journeymen, due consideration will be given to seniority and the Supervisor's judgment of demonstrated ability.

(b) If qualified helpers are not available for upgrading, the Company may hire plumbers or steamfitters from the outside. They will be hired at the rate at which helpers transfer to journeymen, and advanced according to the schedule above.

(c) In choosing working leaders, the Company will give consideration to seniority, but ability will be the major factor.

#### Section 4.

When a journeyman is temporarily assigned two (2) or more gangs, or three (3) or more other journeymen, and instructed to direct their efforts to complete any job, he/she shall be considered as a temporary leader and paid the rate of the leader for the duration of the job.

#### Section 5. Company Pay Practices

The Company and the Union agree that the below-listed pay practices will be implemented within BMPC – KAPL

1. Pay Practices:
  - (a) Pay Day - Friday
  - (b) Pay Frequency - Weekly
  - (c) Pay Delivery - Direct Deposit or Home Mail (Standard USPS 1<sup>st</sup> Class Delivery) to the address of record provided to the Company by the employee. - Net +2

2. Rounding Rules:

- (a) Method of Calculation - Standard mathematics calculation using four decimal places rounding to the nearest whole cent per hour.

Examples:

0.4945 rounds to 0.495 rounds to 0.50

0.4944 rounds to 0.494 rounds to 0.49

## **ARTICLE XX - TRANSFERS**

### Section 1.

An opportunity for employees to transfer between the Knolls and Kesselring Sites will be afforded when openings occur. Consideration will be given to employees on a seniority basis providing they are able to meet the respective site qualifications for the position available.

## **ARTICLE XXI - INFORMATION TO EMPLOYEES**

### Section 1.

The Company will furnish each employee in the unit with a copy of this Agreement. A sufficient number of copies will be given the Union so that the Committee Person may have copies for new employees.

## **ARTICLE XXII - JOB AND INCOME SECURITY**

### **1. Definitions**

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

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

Also, such terms do not refer to the transfer or 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 a decrease in the number of represented employees performing such work at the first location.

(d) The term "robot" means a programmable, multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.

(e) The term "automated manufacturing machine" means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).

(f) The term "automated office machine" means a device for doing office work which is computer based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.

(g) The term "week's pay" as used in this Article XXII, for an hourly employee on day work shall be calculated by multiplying the higher of (a) his/her straight-time hourly rate (including any night-shift bonus) which he/she was paid during the last week worked by him/her or (b) his/her straight-time hourly rate (including any night-shift bonus) which he/she was paid during the last full calendar week worked by him/her during the calendar year preceding the year in which his/her current layoff began, times the

number of hours in the employee's normal work week, up to 40 hours.

(h) The term "Special Early Retirement Option Offset" includes the present value of the difference between the pension benefits the employee would be eligible to receive absent exercise of the Special Early Retirement Option, and the benefits to be received under the Special Early Retirement Option, including the present value of any Pension Plan Supplements payable as a result of a permanent job loss event as defined in the BMPC - KAPL Pension Plan (for employees of 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 (as of the beginning of the calendar year in which the employee retires) defined by the BMPC - KAPL Pension Plan for employees in participating bargaining units.

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

consumers. The annual adjustment will be made at the end of the calendar year based on the year over year increases of the October index figures.

(i) The term “furlough” means that: In the event (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, reduction in force or layoff/temporary layoff shall not apply. The event a furlough results in a permanent job loss, the applicable provisions of this agreement shall apply.

**7. In the event of a furlough, the Union Board Member and one (1) Shop Steward shall remain at work to provide representation for UAPP bargaining unit employees deemed critical to the facility. If no UAPP represented**

**employees are retained, the Board Member and Shop Steward will not be retained.**

## Section 2. Plant Closing

### (a) General

(1) Whenever the Company decides to close the plant, the Company shall give notice of its decision to the Union and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/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 his termination.

### (b) Severance Pay

(1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he/she is eligible as described below and the full vacation allowance which he/she has accrued/earned in the calendar year in which his/her employment is terminated and any other accumulated allowances due him, provided that he/she:

(i) After the announcement of the plant closing, continues regularly at work for the Company until the specific date of his termination, or

(ii) Fails to continue regularly at work until the specific date of his/her termination due to verified personal illness, leave of absence, or layoff, or

(iii) Was laid off within six (6) months prior to the Company announcement of the plant closing decision and continues on layoff, unless recalled, until his/her termination date for plant closing.

(2) Such employee may request that his/her date of termination be advanced so that he/she can accept other employment and the local management will give due regard to this request.

(3) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his/her termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 4 below, in lieu of any and all of the benefits set forth in this Section 2.

#### (4) Computation of Severance Pay

(i) An employee with two or more years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of one week's pay for each full year of continuous service with a minimum of two weeks pay, minimum \$2400.00.

## (5) Deferral Election

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

### (c) Employment Assistance Program

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

#### (1) Job Placement Assistance

(i) Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.

(ii) Union involvement will be encouraged in these activities and local management may also use the expertise and resources of public and private agencies in providing these services.

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

## (2) Education and Retraining Assistance

(i) An employee with two or more years of continuous service who is terminated as a result of a plant closing will be eligible to receive Education and Retraining Assistance for courses approved by the Company which contribute to or enhance the employee's ability to obtain other employment provided that the employee begins the approved course within **eighteen (18) months** following termination. Approved courses will normally be given at schools which are accredited by recognized regional or state accrediting agencies and may include:

- Occupational or vocational skill development;
- Fundamental reading or numerical skill improvement;
- High school diploma or equivalency achievement; and
- College level career oriented courses.

(ii) An employee will be reimbursed up to a maximum of **seventy-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.

(iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

### Section 3. Retraining and Readjustment Assistance

#### (a) Rate Guarantee

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

(a) Computation of Income Extension Aid

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

(2) Minimum Benefit

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

(b) Benefits Available at Layoff

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

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

(ii) As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to receive the total amount of Income Extension Aid and any vacation or other accumulated allowances due, and at the time of such payment, terminate employment and thus forego recall rights.

(2) Income Extension payments made under Subsections (b)(1)(I) and (ii) above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (b) (1) (I) and (ii) above.

(3) In the event an employee elects, as provided for in Section (7a) of Article XII of this Agreement with respect to a scheduled shutdown period, to take the time off without pay as though on a temporary layoff, the employee shall not be eligible for Income Extension Aid for that Scheduled shutdown period.

(c) Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible an employee must be age 60 or older, have 15 years of continuous service, be in a specific job classification directly adversely affected, and must have filed a request to be considered at least 15 days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority. Employees selected for a Special Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of **\$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 a decision by the government to close the facility.

## (2) Bargaining

If the Local requests decision bargaining within ten (10) working days following a Company notice of intent to close a manufacturing plant, the Company will be available to meet with the 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 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 Section 5(a) (2) 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 confidential by the Local.

## (b) Transfer of Ongoing Production Work

### (1) Notice

The Company will give notice of its intent to transfer ongoing production work a minimum of **nine (9)** months in advance of the effective date of the work transfer to the Local involved. Such notice will include identification of the work to be transferred, the expected decrease in the number of represented employees as a direct consequence of the transfer of work and the anticipated date of the transfer of work.

### (2) Bargaining

If the Local requests decision bargaining within ten (10) working days following a Company notice of intent to transfer ongoing production work, the Company will be available to meet with the Local within (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 transfer the work unless the period is extended by mutual agreement. The Company will make a decision whether or not to transfer such work after this bargaining period.

### (3) Information

If information is requested by the Local for bargaining provided for in Section 5(b) (2) 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 transfer the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employee for the work intended to be transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Local.

#### (b) Transfer of Nonproduction Work

##### (1) Notice

The Company will give notice of its intent to transfer nonproduction work, or subcontract nonproduction nontrades 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 nonproduction 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 forty-five (45) calendar days from the date of the Company notice of intent to subcontract or transfer the work unless this period is extended by mutual agreement. The Company will make a decision whether or not to subcontract or transfer such work after this bargaining period.

### (3) Information

If information is requested by the Local for bargaining provided for in Section 5(c) (2) 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 confidential by the Local.

### (d) Subcontracting of Trades Work at Plant Location

#### (1) Notice

The Company will give notice to the Local of its intent to subcontract work other than ongoing production work, where the



work will be done by a subcontractor at the same plant location or elsewhere, before finalization of the proposed action provided that the work is of a nature that is normally performed by trades workers (maintenance, tool & die, and other similar classifications). Notice will not be required in emergency situations.

## (2) Bargaining

If the Local requests bargaining concerning such subcontracting, the Company will promptly meet and discuss its plans with the Local. However, in no event will the Company be obligated to withhold the effectuation of the proposed subcontracting for more than twenty (20) working days from the date of the notification to the Local.

## (3) Information

If information is requested by the Local for bargaining provided for in Section 5(d) (2) 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 subcontract 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 and of their counterparts who would be assigned the work. This bargaining information will be treated as confidential by the Local.

(e) Installation of Robots or Automated Manufacturing or Office Machines.

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

## Section 6. Vested Rights Under Pension Plan

The receipt of Income Extension Aid, Severance Pay, or a rate guarantee will not affect any rights the employee may have under the Vesting Provision of the Pension Plan.

## Section 7. Lump Sum Payments

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

age 60. In the event of a subsequent rehire as a "new" employee within a period of time which does not exceed the length of prior service, service credits and recall rights previously lost shall be restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after rehire.

However, service credits, continuity of service and recall rights lost at termination upon receipt of payments under Plant Closing Section 2, shall be restored automatically without repayment in the event of subsequent rehire more than 6 months after such termination. An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after his/her termination and who has made arrangements satisfactory to the Company providing for repayment shall, during such time as he/she is not in default of such arrangements and for the purpose only of layoff and recall, be deemed to possess the service credits, continuity of service and recall rights to be restored to him/her 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 continuous service may not be used again for such purpose, either during that period of layoff or any subsequent period of layoff or plant closing, unless repayment has been made as provided in Section 7, above.

Where an indefinite reduction in force triggers eligibility for benefits under this Article, the designation of individuals who may

exercise the benefits under this Article will be based on the integrated order of their seniority so that the number of employees electing benefits does not exceed the net number of positions eliminated. Employees, eligible for a benefit under this Article either by designation or by election may exercise only one severance or layoff benefit. Employees who have exercised the Special Early Retirement Option under the Pension Plan shall have the Special Early Retirement Option Offset deducted from any severance or layoff benefit otherwise due under this Article.

## Section 9. Other

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

## Section 10. Non-Arbitration

A grievance arising under this article may be processed in accordance with the grievance procedure set forth in Article V. 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 VI hereof, except by mutual agreement.

## Section 11. 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/her present job, the Company may offer him 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 his/her rights provided elsewhere in this Agreement.

### (b) Amount and Duration

The Company will pay the employee 95 percent of the job rate of the job on which he/she last worked in the workweek immediately prior to his/her 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 employee or the Company may discontinue the retraining at any time, in which event the employee may exercise his/her rights provided elsewhere in the Agreement.

## **ARTICLE XXIII – Medical Time Off (MTO)**

### Section 1.

An hourly employee absent because of personal illness, medical appointments, birth, placement or adoption of a child as well as medical appointments or illness of a family member for which weekly disability benefits are not payable under the BMPC - KAPL Insurance Plan, or under Workers' Compensation, will, with the Manager's approval, receive MTO Pay for each absence of one-tenth (.1) hour increments or longer, up to the number of hours applicable in accordance with the following schedule:

Effective 1/1/2012, new employees will be credited with forty (40) hours on their first day of employment. Current employees, only for the 2012 transition year, will be credited with 8 hours of MTO for each full year of service with a minimum of 40 hours and a maximum of 120 hours. Employees will accrue 40 hours of MTO per year credited on a pro rata basis twice per month.

An employee is expected to notify their Manager in advance of the absence whenever possible, in order that the Manager may have an opportunity to arrange for a replacement or to reschedule the work. Management approval, as provided herein, will not be unreasonably withheld. MTO pay will be paid only for approved absences.

MTO time may only be used once credited to the employee. Accrued and unused MTO time may be carried forward to the next calendar year up to a maximum of 120 hours. MTO time will be counted as "time worked" for overtime purposes.

MTO accounts will not be paid out upon termination.

Definition of a “family member” is the same as for the Death in Family benefit.

## Section 2. Accumulation of Sick and Personal Pay

An employee who has any unused sick and personal pay remaining at the end of a calendar year may elect during November of each year to receive unused sick pay attributable to the current year paid as an allowance during the last pay period of the calendar year. Absent such election, an employee will accumulate such unused sick and personal pay, up to a maximum of thirty (30) days, and have such pay carried forward to the following calendar year for use in the event of approved absence.

## Section 3. Rate of Pay

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

## Section 4. Maximum Hours

(a) The maximum sick and personal pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule in effect when last at work prior to the absence but not in excess of eight (8) or nine (9) hours.

(b) The maximum hours of sick and personal pay payable to an employee in a calendar year will be calculated by multiplying the number of sick and personal pay days based on the employee's continuous service by the number of hours in the employee's established regular daily schedule (up to a maximum daily rate of eight (8) or nine (9) hours. In addition, any unused sick and personal pay up to a maximum of thirty (30) days carried over from the preceding calendar year, will be available for payment of approved absences. Such thirty (30) day maximum will be converted to hours on the basis of the employee's established regular daily schedule of work hours (up to a maximum daily rate of eight (8) or nine (9) hours in effect at the end of such preceding calendar year.

When the hours of an employee's established regular daily schedule are changed during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick pay hours used by the employee prior to such change. (Based on the regular daily schedule of work hours in effect before the change) and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.



## **ARTICLE XXIV- TRAVELING TIME AND EXPENSES**

Hourly employees traveling at the request and with the prior approval of the Company will receive:

1. Payment at the rates applicable had they worked for all time spent in such travel; provided, however, that where transportation with sleeping accommodations is used, an additional one hour's pay at such rates for trip preparation shall be allowed, but no payment shall be made for traveling time between the hours of 6:00 p.m. and 6:00 a.m., or in excess of eight or nine hours in one day, dependent upon the employee's regularly scheduled hours.
2. Reasonable expenses for transportation, meals and hotels, wherever necessary. Where travel is by automobile not owned by the Company such transportation expense shall be at the approved IRS mileage rate in cents per mile or as negotiated locally, provided use of such automobile has been specifically approved in advance by the Company. This transportation expense rate shall be updated during the term of this agreement as revised by the IRS, and will be made effective if and when implemented across the Company.
3. Traveling time and expenses shall be itemized and submitted to management for approval.

## **ARTICLE XXV - 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 XXIV, the phrase "members of the Union" shall only require the payment of an amount equal to periodic dues and initiation fees, uniformly required.

### **Section 2. Union Dues**

(a) The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes his Company Paymaster to do so, will deduct from the earnings payable to such employee the weekly dues **and working assessment of hours worked** (including initiation fee, if any) for such employee's membership in the Local and shall remit promptly to the Local all such deductions.

(b) Subject to applicable law, individual authorizations executed after the effective date of 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

BMPC - KAPL  
SCHENECTADY, NEW YORK  
DATE:  
EMPLOYEES NAME  
EMPLID No.

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES, ASSESSMENTS, AND INITIATION FEES TO LOCAL NO. 128, THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

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 - KAPL while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No. 128 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, a sum equal to Union membership dues **and working assessment of hours worked** (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such an amount equal to membership dues **and working assessment of hours worked** from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such an amount equal to membership dues **and working assessment of hours worked** from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such an amount equal to membership dues **and working assessments of hours worked** 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 July 18 and not later than July 30 of any year during which the **2011 - 2015** BMPC - KAPL-P&S Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

I further hereby assign, from my earnings now or hereafter payable to me from BMPC - KAPL, to the Local No. 128 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, the sum of \$ \_\_\_\_\_ equal to the Union dues, initiation fee, and **working assessment of hours worked** \$ \_\_\_\_\_. I hereby authorize and direct you to deduct such sum from my earnings and pay the same for my account to such Local. You are authorized to deduct such sum from my earnings payable the second pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent week.

PAY NO. \_\_\_\_\_

\_\_\_\_\_

Signature of Employee

## **ARTICLE XXVI - GOVERNMENT REQUIREMENTS**

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

## **ARTICLE XXVII - ISSUES OF GENERAL APPLICATION**

This Agreement, the 2011 - 2015 Settlement Agreement, including Pension and Health and Welfare Plan changes and the 2011-2015 Wage Agreement 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 2011. 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 VII.

## **ARTICLE XXVIII - MODIFICATION AND TERMINATION**

(a) Either the Company or the Union may terminate this Agreement by written notice to the other not more than ninety days and not less than sixty days prior to August 23, 2015 or prior to August 23 of any subsequent year. Not more than 15 days following receipt of such notice, collective bargaining negotiations

shall commence between the parties for the purpose of considering the terms of a new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

(b) If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety days and not less than sixty days prior to August 23, 2015 or prior to August 23 of any subsequent year, so notify the other in writing. Not more than 15 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in the Agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

If settlement is not reached by August 23, 2015 or prior to August 23 of any subsequent year, this Agreement shall continue in full force and effect until the tenth day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

The above Agreement was executed as part of the 2011 Settlement Agreement between BMPC - KAPL for its locations at or near Schenectady, New York, and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the U.S. and Canada, Local 128, on the \_\_\_ day of March 2012 by:

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA  
LOCAL #128

BMPC - KAPL  
SCHENECTADY, NEW YORK

\_\_\_\_\_  
Robert D'Amario  
\_\_\_\_\_  
Arthur Schwartz

\_\_\_\_\_  
\_\_\_\_\_



**MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**BMPC - KAPL,**

**AND**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL #128**

BMPC - KAPL, hereafter referred to as "Company", and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #128, hereafter referred to as "Union", in settlement of their current collective bargaining negotiations, hereby agree as follows:

(1) The Union and Company agree upon a 2015 - 2019 Settlement Agreement, the provisions of which are fully set forth in the documents appended hereto and identified as Appendices A through G (A-2011 - 2015 Wage Agreement, B-Insurance Programs, C-BMPC - KAPL Pension Plan/ Performance Sharing Plan, D-2011-2015 Contract Language, E-Union Representatives Performance Sharing Plan Agreement, F-Memorandum of Understanding - Check Off Political Action Committee, and G-Memorandum of Understanding - Incidental Work,).

(2) The new 2015 - 2019 Settlement Agreement is in full settlement of all of the parties' outstanding bargaining issues.

(3) The Company and the Union will sign the Settlement Agreement reflecting and carrying out the provisions of Section 1 hereto within eight weeks of the date of ratification so that the effective date of the 2015 - 2019 Settlement Agreement will be September 13, 2015, and the 2015 - 2019 Settlement Agreement will continue in effect through September 13, 2019, at which time either party may give a ten day notice to terminate the agreement if a successor agreement has not been concluded by that date.

(4) This agreement will be subject to ratification by the Union not later than September 13, 2015.

IN WITNESSETH WHEREOF the parties have set their hand and seal on this day of \_\_\_\_\_, 2016.

**LOCAL #128**

**BMPC - KAPL**

\_\_\_\_\_  
Robert D'Amario

\_\_\_\_\_  
Anthony J. Nicastro

\_\_\_\_\_  
David E. Waghorn

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Arthur Schwartz

**Last, Best and Final Offer to Conclude 2015 Local Agreement Negotiations  
BMPC-Knolls Atomic Power Laboratory and Kesselring Site**

**To**

**UA – Pipefitters, Local 128  
September 2, 2015**

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Consistent with the August 21, 2015, Last, Best & Final offer with the IUE-CWA National Agreement, the following represents a Summary of the Company's comprehensive offer:

**1. Duration of the Agreement**

This Agreement shall have a four (4) year term upon ratification and shall expire on September 13, 2019.

**2. Wages:**

- |                  |         |                    |
|------------------|---------|--------------------|
| • Sept 14, 2015: | 2.75%   | Base Builder       |
| • Sept 14, 2015: | \$1,000 | Ratification Bonus |
| • Sept 12, 2016: | \$1,000 | Lump Sum           |
| • Sept 12, 2016: | \$600   | COLA Replacement   |
| • Sept 11, 2017: | 2.50%   | Base Builder       |
| • Sept 10, 2018: | \$1,750 | Lump Sum           |

**3. Pension**

- Regular Supplement – increase supplement amount to \$20 per month of Pension Benefit Service.
- Special Supplement – renew for this contract at current level of \$425 per month
- Guaranteed Minimum Pension Table – increase all amounts by \$2.00
- Regular Pension Formula – Establish the following breakpoints for the formula
  - 2016 \$61,900
  - 2017 \$63,400
  - 2018 \$66,600
  - 2019 \$68,800Years beyond 2019 the breakpoint will be \$13,000 less than the Social Security Covered Compensation amount.
- Pension Adjustment – Employees of record effective 12/1/2015, retiring after 12/31/2015 and during the term of this contract that on 12/31/2014 have 25 years of Pension Qualification Service, or who are age 50 with 20 years PQS by 12/31/2014, will have their pension computed as follows:
  - Employees will receive the greater of: 1.0% Average annual compensation for base period (2012, 2013, and 2014) up to \$50,500 times years of Pension Benefit

Service, plus 1.4% average annual compensation for the base period over \$50,500 times years of PBS.

Or

- o Accrued Regular Pension
- SERO and DRO Provisions – options continue for life of contract
- Disability Pension Calculation – remove the current 10% reduction. Employees eligible for a disability pension at age 55 or later will receive the full benefit as calculated for an Early Retirement.

**4. Language**

- **Title Page** – New Dates - Contract expiration Sept 13, 2019
- **Article VII Holiday** – Revised language to eliminate wording requiring employment 30 days prior to holiday.
- **Article VIII Continuity of Service** – modified language to restore service immediately upon rehire.
- **Article IX – Section 7**, removed outdated PeTO language non longer applicable.
- **Article XII Job Posting** - Company codified that management initiated meetings are not charged to current allowable internal union business.
- **Article XX - Travel Time** – Updated and simplified the language associated with stays less than and greater than one day.
- **Article XXII - Jobs and Security** – General increases to allowances in the event of plant closing. The Company provided in the event of a furlough the assurance that a UA union representative will be retained as long as there are UA members retained as essential personnel.
- **Article XXIII** - Increased military pay differential from 15 to 20 days.

**5. Benefits**

**Active Employee Health & Welfare Proposal**

Qualified bargaining unit employees are eligible to participate in the Bechtel Marine Propulsion Corporation (BMPC) Group Benefits Plan programs at the cost offered to all employees.

Health and Welfare Plans	
Medical Plan	Group Universal Life Insurance
Vision Care	Travel Accident Insurance
Health FSA or HSA	Long Term Disability
Dependent Care FSA	Dental Insurance
Employee Basic Life / AD&D Insurance	Voluntary Accident & Dependent Life Ins.
Employee Assistance Program	

Effective 1/1/2016, active members who retire during the course of this contract will not be eligible for Post Medicare Coverage and will be eligible to participate in an unsubsidized Medicare Exchange.

Effective 1/1/2016, the VEBA provision will be eliminated. The Company will make a one-time cash payment equal to the current VEBA schedule directly to employees hired May 15<sup>th</sup> 2006 or later who terminate employment at age 60 or later with 10 years of continuous service.

Effective 1/1/2016, the opt-out credit will be reduced to \$50 per month and is eliminated in 2017.

The same hearing aid benefit provided in the BC/BS High Deductible plan will be extended to the participants in the CDPHP HMO plan effective 1/1/2016.

The Company will commit to work with a UA Union appointed benefits advocate in conjunction with corporate benefits personnel for the purpose of promoting employee benefits education.

**Medical Plans**

UA represented employees will be offered BMPC Group Benefits Plan at the company rates. BMPC's Group Benefits Plan coverage and employee contributions are subject to change annually. Affected employees will be notified of changes as part of the Company's annual open enrollment process. The Company will notify the Union of these changes and explain the reasons for any change.

BMPC's wellness program options will be extended to all eligible UA represented employees.

HMO Max Rate Caps (Weekly Contributions)					
	Tier	2016	2017	2018	2019
Employee Only	T1	\$24.77	\$29.14	Note 4	Note 4
	T2	\$30.03	\$34.89	Note 4	Note 4
Employee +1	T1	\$49.97	\$58.77	Note 4	Note 4
	T2	\$60.57	\$70.36	Note 4	Note 4
Family	T1	\$77.75	\$91.45	Note 4	Note 4
	T2	\$94.24	\$109.48	Note 4	Note 4
<p><u>Notes:</u></p> <ol style="list-style-type: none"> <li>1. The 2002 agreement to have the same HMO design as non-represented employees will be continued.</li> <li>2. Employees will pay no more than the listed amounts for the term of this agreement.</li> </ol>					

3. Salary Tiers are Effective January 1, 2016. Rates are subject to increase annually.  
 Tier 1: ≤ \$64,900  
 Tier 2: \$64,901 - \$93,600
4. If available, the HMO is offered at the company rates.

**Medical Plans Continued**

HDHP Max Rate Caps (Weekly Contributions)					
	Tier	2016	2017	2018	2019
Employee Only	T1	\$6.97	\$9.91	\$13.30	\$14.56
	T2	\$10.87	\$14.17	\$17.95	\$19.66
Employee +1	T1	\$14.63	\$20.80	\$27.93	\$30.58
	T2	\$22.82	\$29.75	\$37.69	\$41.27
Family	T1	\$18.32	\$26.06	\$34.98	\$38.30
	T2	\$28.58	\$37.27	\$47.21	\$51.70

**Notes:**

1. The 2002 agreement to have the same HDHP design as non-represented employees will be continued.
2. Employees will pay no more than the listed amounts for the term of this agreement.
3. Salary Tiers are Effective January 1, 2016. Rates are subject to increase annually.  
 Tier 1: ≤ \$64,900  
 Tier 2: \$64,901 - \$93,600
4. The Company will offer a HDHP with the IRS minimum deductible and out of pocket maximums.

**Medical Plans Continued**

<b>PPO Max Rate Caps (Weekly Contributions)</b>					
	<b>Tier</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Employee Only</b>	T1	\$27.99	\$32.65	Note 4	Note 4
	T2	\$33.93	\$39.09	Note 4	Note 4
<b>Employee +1</b>	T1	\$58.74	\$68.51	Note 4	Note 4
	T2	\$71.20	\$82.03	Note 4	Note 4
<b>Family</b>	T1	\$74.00	\$86.32	Note 4	Note 4
	T2	\$89.70	\$103.34	Note 4	Note 4

**Notes:**

1. The 2002 agreement to have the same PPO design as non-represented employees will be continued.
2. Employees will pay no more than the listed amounts for the term of this agreement.
3. Salary Tiers are Effective January 1, 2016. Rates are subject to increase annually.  
Tier 1: ≤ \$64,900  
Tier 2: \$64,901 - \$93,600
4. The PPO is not anticipated to be offered. However, if available, the PPO will be offered at the company rate.

**Extended Salary Payments**

- Upon Ratification – Salary Payment schedule (below) which extends benefit eligibility for longer service employees.
- Subject to the recommendation by the DCM and concurrence by BMPC, employees are eligible for base salary as identified in the table below. Employees who are hired or rehired on or after January 1, 2012 will be eligible for no more than 9 weeks of full base salary Extended Salary Payments unless they are granted Total Employment Service for any prior work experience. In that case, that individual will be granted eligibility for full base salary Extended Salary Payments according to the table.

<b>Total Employment Service as of January 1, 2012</b>	<b>Weeks for UA represented employees with Original Hire Dates Prior to January 1, 2012 (Frozen at Current Year of Tenure)</b>
<1	9
1	9
2	9
3	9
4	9
5	9
6	9
7	9
8	9
9	9
10	13
11	13
12	13
13	13
14	13
15	17
16	17
17	17
18	17
19	17
20	21
21	21
22	21
23	21
24	21
25 or greater	26