

**AGREEMENT**

**Between**

**BECHTEL MARINE PROPULSION CORPORATION**

**BETTIS ATOMIC POWER LABORATORY**

**And**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND**

**SERVICE WORKERS INTERNATIONAL UNION**

**October 2015**

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## **INTRODUCTION**

This Agreement is entered into as of the 1st day of October 2015, between BECHTEL MARINE PROPULSION CORPORATION., hereinafter referred to as the "Company", and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, hereinafter referred to as the "Union", with respect to the bargaining unit described in Section I.

## **SECTION I - RECOGNITION**

The Company recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the employees in the bargaining unit described in National Labor Relations Board Case No. 6-RC-2312, namely:

"All employees of the Operations and Maintenance Department [formerly the Works Engineering Department] at the Employer's Bettis Site, excluding all other employees, office clerical and technical employees, professional employees, guards, and supervisors as defined in the Act, as amended."

## **SECTION II - BARGAINING COMMITTEE**

The Company will designate a committee of not more than seven (7) as its representatives and the Union will designate a committee of not more than seven (7) as its representatives, not more than five (5) of whom will be employees of the Company, nor more than two (2) of whom will be nonemployees, for the purpose of considering, pursuant to the provisions of this Agreement, all matters relating thereto which said representatives of the Union and the Company, respectively, may deem to be generally applicable under this Agreement. Either party may at any time change the personnel of its committee, provided that neither party will be represented by more than seven (7) representatives at any one time.

## **SECTION III - PURPOSE AND INTENT**

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

## **SECTION IV - MANAGEMENT**

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

## **SECTION V - DISCRIMINATION**

1. The Company agrees that neither it nor its supervisors will discriminate against any employee because of membership or activities in the Union.
2. The Union agrees that neither it nor its officers and members, nor persons employed directly or indirectly by it, will discriminate against any employee of the Company. The Union further agrees not to solicit members, dues or funds during the working hours of employees involved.
3. The Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, qualifying physical or mental disability, qualified protected veteran status, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by Federal, State, or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the Federal, State, or local government.

## **SECTION VI - AGENCY SHOP**

### **A. Employees Who Are Union Members**

1. Subject to the provisions of Paragraph E below, all employees in any job in any unit covered by this Agreement who were members of the Union on September 2, 1985, shall as a condition of employment remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues is concerned or if thereafter at any time such members resign, or otherwise fail to remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues, uniformly required, is concerned, they shall as a condition of employment pay to the Union a service fee equivalent to the periodic dues required of members in good standing.

### **B. Employees Who Are Not Union Members**

1. Subject to the provisions of Paragraph E below, all employees (i) who are hired or rehired after September 1, 1985, in any job in any unit covered by this Agreement and (ii) who are either returned to the active roll from layoff, disability or leave of absence, or are transferred into a unit covered by this Agreement, and at the time of such hire, rehire, return, or transfer are not already members of the Union, will be required as a condition of employment, beginning on the thirty-first (31st) day following their date of hire, rehire, return, or transfer, either to become and/or remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to the Union's initiation fee and periodic dues uniformly required.

2. All other employees in any job in any unit covered by this Agreement who on September 1, 1985, are not members of the Union will be required beginning on October 1, 1985 to become and/or remain members of the Union in good standing insofar as the payment of an amount equal to periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to the Union's initiation fee and periodic dues uniformly required.

#### C. Procedure for Termination of Employment

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

#### D. Definitions

For the purpose of this Section:

- (a) The term "initiation fee" means such amount as may be uniformly charged by the Local Union as a condition of granting membership in such Local and in the Union; providing, however, that no amount in excess of twenty-five dollars (\$25) shall be considered as an initiation fee for purposes of this Section.
- (b) The term "dues" shall not be deemed to include any fine, assessment, contribution, tax, or other form of payment required from Union members except the payment required in equal amounts from every member once during each month pursuant to Paragraph 2. of Section VII.

#### E. State Laws

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

**SECTION VII - CHECK-OFF**

1. Dues/Service Fees Deduction Authorizations

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

2. Monthly Deduction Authorizations

a. Monthly Union Dues Deduction Authorization

Name (Print)

\_\_\_\_\_

(First)

(Middle Initial)

(Last)

Effective Date

\_\_\_\_\_

Social Security No.

\_\_\_\_\_

**TO BECHTEL MARINE PROPULSION CORPORATION**

Please deduct from my pay each month my monthly dues as a member of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 5852, hereafter called the "Union", in the amount of \$\_\_\_\_\_ certified to you as being the membership dues of the Union. Remit the amount so deducted to International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Five Gateway Center, Pittsburgh, Pennsylvania 15222, in accordance with this authorization and assignment, in payment of the monthly membership dues of such Union. In addition, please deduct my initiation fee of \$\_\_\_\_\_ as part of the first month's deduction of membership dues and remit same to said Union.

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice presented to the Company and the Local Union Financial Secretary, by individual **registered** mail postmarked, either (a) during a period from the fifteenth of November to the twenty-first of November, both inclusive, after the effective date of the authorization, (b) during the same period of each year thereafter or (c) after the termination date of the Agreement between the Company and the Union. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to union dues and/or initiation fees.

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

\_\_\_\_\_

Badge No.

\_\_\_\_\_

Employee's Signature

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL 5852 DEDUCTION AUTHORIZATION**

b. Monthly Union Service Fees Authorization

Name (Print)

\_\_\_\_\_  
(First) (Middle Initial) (Last)

Effective Date

Social Security No.

\_\_\_\_\_

**TO BECHTEL MARINE PROPULSION CORPORATION**

Please deduct from my pay each month monthly service fees in the amount of \$\_\_\_\_\_ certified to you as being the service fee of the Union. Remit the amount so deducted to International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Five Gateway Center, Pittsburgh, Pennsylvania 15222, in accordance with this authorization and assignment, in payment of the monthly service fees of such Union. In addition, please deduct the equivalent of my initiation fee of \$\_\_\_\_\_ as part of the first month's deduction of service fees and remit same to said Union.

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice presented to the Company and the Local Union Financial Secretary, either (a) during a period from the fifteenth of November to the twenty-first of November, both inclusive, after the effective date of the authorization, (b) during the same period of each year thereafter or (c) after the termination date of the Agreement between the Company and the Union. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to union service fees or union dues.

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

\_\_\_\_\_  
Badge No. Employee's Signature

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL 5852 DEDUCTION AUTHORIZATION**

3. Starting Deductions

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

4. Delinquencies

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

5. Adjustment of Errors

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

6. Reinstatements

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

7. Transfers

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

8. Report and Remittance to Union

- a. Within fifteen (15) days after the end of the month, a check for the total deductions made in that period shall be sent to the Union with substantiating list attached.
- b. Each such list sent to the Union shall show for all employees on the active roll (1) name, (2) social security number, (3) amount of deduction for each individual from whom deductions were made, and (4) reason for non-deduction if known.
- c. Attached to the list accompanying remittance to the Union will be a summary indicating the total amount deducted and the number of employees from whom deductions were made.
- d. New Hires – The Human Resources department will notify by internal email the Unit Treasurer (or other designee) of the Union of all new hires assigned to positions represented by the Union within 3 days of their start date.

9. Contact with the Union

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

10. State Laws

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

11. Notice of Change in Dues

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



## SECTION VIII - HOURS OF WORK

1. The standard basic work week is forty (40) hours based on eight (8) hours per day, five (5) days per week, Monday to Friday, inclusive. An employee's work day is the twenty-four (24) hour period beginning with his or her regularly assigned starting time of his or her work shift on his or her first day of work, and his or her day of rest starts at the same time on the day or days he or she is not scheduled to work. His or her work week starts with his or her regularly assigned work period on Monday, except that the basic work week of a third shift employee may start with a regularly assigned work period which begins before Sunday midnight and extends into Monday. The start of such work period will be considered as Monday under the provisions of this Section VIII- Hours of Work and Section X- Overtime of this Agreement.
2. Operating conditions may make desirable a basic work week different from the standard basic work week for all or a portion of the employees, and such scheduling will be discussed with the employee union representatives before being put into effect.
3. In computing hours worked on late arrivals, early departures, and for overtime in connection with attendance control, an employee will be credited with time worked from the start of the one-tenth hour interval in which the recorded starting time falls, and to the end of the one-tenth hour interval in which the recorded time of departure falls. Employees are required to swipe the electronic time keeping system and manually round hours to the nearest 1/10<sup>th</sup> hour increment for late arrivals and early departures, and round to the nearest 1/10<sup>th</sup> hour increment for all overtime hours based upon the agreed start or stop time. Elapsed hours will be computed in terms of hours and tenths of hours.
4. A 9/80 Alternate Work Schedule is available to employees. It is an optional schedule. Personnel desiring to work that schedule will submit their request to their manager and agree to accept the conditions of the Bettis Laboratory 9/80 provisions. In order to maintain efficient business operations, management reserves the right to accept or reject applications for the 9/80 Alternate Work Schedule, or to require personnel previously approved for the 9/80 Alternate Work Schedule to revert to the traditional schedule discussed in 1, above.

## SECTION IX – ATTENDANCE

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

### Responsibilities

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

1. The Paid Time off Program consists of two banks, a Personal Time off (PeTO) Bank and a Medical Time Off (MTO) Bank, and Administrative Time Off.
  - a. Employees are expected to notify management in advance, whenever possible, of intentions to take time off and to obtain prior management agreement so as to ensure the business needs are met.

Where more employees desire the same time off period than can be permitted to be absent, preference will be based on Total Employment.

b. Absences are debited from either bank to the nearest 1/10<sup>th</sup> hour.

2. Personal Time Off (PeTO) Bank

a. This bank includes time for employee vacation and personal business related absences.

b. Personal Time Off Schedules:

(1) Schedule A –Employees with original hire dates prior to February 1, 2000 who elected to remain on the vacation schedule that allowed a maximum of 6 weeks vacation.

(2) Schedule B – Employees with original hire dates on or after February 1, 2000 or those hired prior to this date who irrevocably selected the vacation schedule that allowed a maximum of 5 weeks vacation.

(3) Schedule C – Employees with original hire dates on or after January 1, 2012, or those hired prior to this date who irrevocably selected this schedule.

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

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

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

d. Employees on PeTO Schedule C may carry over into the next calendar year unused PeTO equal to their annual eligibility amount for the current year. Employees on Schedules A or B may carry over into the next calendar year a maximum of 80 hours of unused PeTO.

e. Employees will be paid for the unused PeTO bank balance upon separation from employment at the hourly equivalent pay rate the employee earned on the last day of employment. This provision includes employees who are laid off for any reason.

- f. With management approval, employees may be granted unpaid absence if the balance in their PeTO bank is 40 hours or less.
  - g. Employees may donate available PeTO to a single employee, or a central bank. Administration of the PeTO Donation Program will be in accordance with company policy. Union employees are eligible to receive donated vacation from this Bank in accordance with the company policy.
3. The MTO Bank, and its usage is as follows:
- a. This bank includes time for illness or medical appointments for the employee or the employee's immediate family members; for birth, placement or adoption of a child.
  - b. The MTO bank of each employee with an original hire date on or after January 1, 2012 will be credited with 40 hours of MTO on their first day of employment.
  - c. All employees will accrue on a pro rata basis each payroll period a total of 40 hours MTO annually.
  - d. Employees may carry over into the next calendar year a maximum of 120 hours of unused accrued MTO.
  - e. Employees will not be paid for any unused MTO bank balance upon separation from employment.
  - f. Absences are debited from the MTO bank to the nearest 1/10<sup>th</sup> hour.
  - g. Employees are expected to notify management in advance, whenever possible, of their intentions to take time off and to obtain management approval so as to ensure the business needs are met.
  - h. Subject to management approval, employees can make up absences of less than four hours in duration within the same work week, provided making up that time does not require the payment of overtime. Absences of less than four hours in duration which are not made up in the same work week will be charged to MTO.

4. Administrative Time Off

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

a. Paid Time Off

- (1) Employees will be paid up to three days for bereavement of an immediate family member. An excusable absence for bereavement will include the employee's spouse, child, or stepchild who may or may not be living in the same household; and/or foster children or relatives who are living in the same household, the employee's mother, mother-in-law, father, father-in-law, brother, sister, spouse's sister, spouse's brother, brother's spouse, sister's spouse, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepbrother, stepsister, husband of the employee's spouse's sister, or wife of the employee's spouse's brother who are not living in the same household.
- (2) For serving as a juror, or as a witness at the request of or on behalf of the Government or one of the Laboratories on behalf of the Government. The amount received as a fee for such duties shall not be deducted from the employee's pay. For employees being paid shift differential at the time of receipt of jury duty call or at the time of summons to appear as a witness, the applicable shift differential shall be paid to the employee.
- (3) For Military Time Off or Military Leaves of Absence pursuant to the military duty provisions specified elsewhere in this agreement.

- (4) By management direction for large portions of the employee population such as plant closing due to inclement weather or utility failure affecting the site, or similar situations.

b. Unpaid Time Off

- (1) For absences under the Family Medical Leave Act where not covered by other paid time off programs.
- (2) For leaves of absences other than paid military leaves of absences.
- (3) At an employee's request and with management approval.
- (4) For certain disciplinary actions.

## **SECTION X - OVERTIME**

1. Time credited as hours worked for the purposes of calculating overtime include the following:

- a. All time worked,
- b. All paid time off except disciplinary furloughs.

2. Payment of Overtime

Employees will receive overtime payment according to the following:

- a. Hours worked or credited as worked in excess of 40 hours in an employee's workweek will be paid at 1.5 times the employee's hourly rate.
  - b. Hours worked or credited as worked in excess of 60 hours in an employee's workweek will be paid at 2.0 times the employee's hourly rate.
  - c. Overtime hours worked on the seventh consecutive day worked will be paid at 2.0 times the employee's hourly rate provided that: (1) the employee worked or was credited for working 48 hours during the six prior work days, (2) the employee worked or was credited for working at least eight hours on the sixth consecutive workday, and (3) the employee was physically on site on the seventh day. Employees working a nonstandard work schedule that are scheduled for seven consecutive work days are not entitled to this pay for their regularly scheduled hours.
  - d. Nonexempt employees required to work on a designated holiday will be paid at 1.5 times the employee's hourly rate for all hours worked on that day. This pay will be in addition to the "holiday pay", for that designated holiday. Hours from the eight hour designated holiday will be combined with the actual hours worked and the total will be applied towards the 40/60 overtime rule (i.e., if an employee works five hours on Memorial Day, a total of 13 hours will be applied towards 40/60 for that given week. Floating holidays are not considered to be designated holidays.
3. The earned rate for overtime purposes will consist of straight time earnings, including, where applicable, night turn bonus and rotation shift bonus.

4. The Company agrees that overtime in each job classification shall be shared as equally as practicable among employees in the same classification on the same shift who normally perform the work. Employees having less overtime than others within the job classification, based on qualifications, will be given the first opportunity for the overtime assignment except that employees assigned to a job will be expected to continue on that job when overtime is necessary. If the employee with the least amount of overtime refuses the assignment, other employees will be requested to work in the order of the amount of overtime hours credited to them. If all employees in the classification refuse an overtime assignment, the qualified employee or employees in the classification with the least amount of overtime credited will be expected to work the overtime assignment.

During the morning dispatch meeting at the beginning of each week, supervisors and the union-designated representative responsible for maintaining the overtime equalization list, will make every effort to communicate who worked, refused, and was contacted for the previous week's overtime. Additionally, overtime offered and not worked will be charged as a refusal and call-ins will be for emergent work only.

Overtime refused will be considered as overtime hours worked for the purpose of equalizing overtime. Overtime records will be maintained on a calendar year basis with all employees' records starting at zero on January 1 of each year.

5. Operations and Maintenance Managers and Supervisors are responsible for identifying the support staff designated as essential personnel for their respective groups during plant closures and delays. The determination is made based on essential duties and the needs of the laboratory. The particular essential personnel who are activated during closures or delays will vary depending upon the circumstances and the nature and severity of the event. Essential personnel will be notified by their immediate supervisor and are required to report to work as soon as feasible. Essential personnel are required to remain on duty as instructed in order to ensure the uninterrupted delivery of services, unless directed or permitted to do otherwise by their respective supervisor. Examples of when essential personnel would be activated include: delays or closures due heavy snow, water line breaks and flooding, loss of power, etc. Essential personnel will be paid time and one-half when working during their normal working hours during site delays or early dismissal. Specifically, in the case of delays or early closures based on weather, any rank and file member who has been identified as essential personnel would be eligible for time and a half pay.

## **SECTION XI - SALARIES**

### **A. General**

1. Each regular full-time employee is paid a monthly salary based upon the position on the Maintenance Salary Schedule to which he or she is regularly assigned. The place of each position on the schedule will be in relation to other positions in the bargaining unit covered by this Agreement and in reference to the lowest and highest paid positions.
2. Employees will receive their monthly salary by check or direct deposit. Payments will be made twice a month, at the middle of the month and the end of the month, in accordance with the Company's regular pay schedule.

### **B. Position Descriptions and Placement on Salary Schedule**

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

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

request of the Union, the Company agrees to bargain on (a) the proper description of the position, and (b) its placement on the Salary Schedule.

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

#### C. Salary Schedules

Salary rates shall be adjusted in accordance with Section XXIX.

Pool employees who provide objective evidence of journeyman qualifications may work temporarily within the craft in which they hold the journeyman-level qualifications as workload and the schedule demands. When working within the craft, they will be paid at the "hire rate" for the Job Code 15 skilled craft as shown on the salary schedule in effect at the time of the work being performed, or their current rate of pay, whichever is greater.

#### D. Night-Turn Bonus

Employees working a recognized Night Turn shift will receive a night turn bonus of 10% per hour.

#### E. Rotation-Shift Bonus

Employees regularly assigned to rotation shift work will be given a special rate of 3% above their regular base rate for the period during which they are assigned to rotation shift work.

A rotation shift employee is one whose scheduled days of rest change from time to time, usually weekly or biweekly.

#### F. Reporting for Work

Employees who report for work at Management's request on regular furlough days or at times not regularly scheduled (unless contiguous to his or her scheduled shift) will be granted a minimum of four (4) hours of work or equivalent pay.

**NOTE:** The foregoing provisions will not apply in the case of emergency such as fire, flood, power or water failure, or work stoppage by employees in the Laboratory.

### **SECTION XII - HOLIDAYS**

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

days before January 1 of such calendar year after the matter has been discussed between the Company and the Union.

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

### **SECTION XIII - SENIORITY**

#### A. Probationary Period

1. A new employee shall be on a probationary period until he or she has completed six months of satisfactory employment. The Company will have the indisputable right to discharge probationary employees without recourse.

- #### B. Total Employment
- Total Employment is used to determine seniority under this agreement. It includes all Total Employment Service recognized by a former Contractor as of the date of contract transition and the time worked at the Laboratory as a regular employee under the current Contractor. Total Employment Service is also granted for time worked at another NR Program location for employees who transfer to the Laboratory directly from that location. Total Employment service for time worked at another division with the current or previous Contractor's parent company is not included. The provisions of any agreement, practices or understandings in conflict with the preceding sentence are hereby modified accordingly and shall hereafter be administered in accordance with this paragraph. Consistent with the above provisions, an employee on furlough is on the active roll and will accumulate service while on furlough. An employee laid off is not on the active roll and will not accumulate service while laid off, but will receive credit for former service when rehired.

Union Employees who are in progression will receive their increases on their date of hire "anniversary date." However, pool employees' who are promoted into a skilled craft position based on meeting the experience requirements of that position, will progress at the 6 month, 12 month, and 2 year rate based on time in position and not on their anniversary date.

Employees who progress within the pool to a new position will have their salary adjusted based on the following:

- Employees whose current salary is above the minimum of the new position but less than the intermediate of the new position will progress to the intermediate salary of the new position.
- Employees whose current salary is above the minimum and intermediate salary of the new position will be brought to the maximum of the new position.
- Employees whose current salary is below the minimum of the new position will be brought the minimum of that new position.
- Employees who bid on a lower classification position will keep their current salary in their new position unless it exceeds the maximum level of that position. In this case the employee salary will be brought to the maximum level.

### C. Seniority Unit and Occupational Classifications

1. For the application of the paragraphs below concerning increase and decrease in force, an Operations and Maintenance Department Seniority Unit is established which comprises all positions included in the bargaining unit.
2. Within the Seniority Unit, positions requiring related skills and experience are grouped in Skilled Occupational Classifications.
3. The Seniority Unit also includes a Basic Occupational Group, commonly known as the "Pool", consisting of those positions in Job Codes 2 through 10.
4. Because of possible changes, the list of Skilled Occupational Classifications and the Basic Occupational Group will not be made a part of this Agreement, but will be given the Union separately. As changes occur, the Local Union will be notified in advance. If the Union disagrees with such changes, as may be under consideration, the Company shall have the right to make the change or changes effective, and the Union shall have the right to process a grievance or grievances with respect thereto.

### D. Increase in Working Force Procedure-Upgrading and Transfer

Upgrading of employees is recognized as a fundamental principle in providing an efficient working force and reasonable opportunities for promotion. Within the provisions outlined below, upgrading will be made on the basis of the Total Employment of the employee, as defined in Paragraph B above, provided that the employee's occupational training, qualifications and work experience indicate that he or she can satisfactorily do the job.

#### 1. Procedure

The sequence outlined below will be followed in upgrading employees to open positions in the Operations and Maintenance Department Seniority Unit:

- (a) The most senior qualified employee who formerly held the specific position in the same Occupational Classification satisfactorily and as a result of a decrease in force within the thirty-six (36) months preceding the time the position opening occurs was downgraded or transferred to other work, will be upgraded or transferred to the position.
- (b) If the position is not filled by upgrading, the most senior qualified former employee who previously held the position or a higher position in the same Occupational Classification who is currently on the Operations and Maintenance Department Inactive Seniority List will be recalled.
- (d) If the position cannot be filled by the procedure outlined in Paragraphs (a) or (b), or if the open position is in the Pool, the availability of the position will be made known by an electronic posting process for a period of five (5) working days, the title of the position, its pay grade and salary range, the training, qualifications, and work experience needed for the position, the manager with the vacancy, and the date by which the application must be made.

Employees will apply electronically for transfer to the posted position. Within three (3) working days of the "closing" of the position for bids, the posting Manager, and the Unit President will be notified of the employees who expressed interest in the position.

All employees who are currently in the Union, and who expressed an interest will be interviewed by the posting manager. The most senior employee who is currently in the Union and who expresses interest in a position as a result of this posting procedure and who is found to be qualified on the basis of training, qualifications and occupational experience, will



be transferred to the position. When an applicant has been selected for the position, the remaining applicants will be notified of the reason they were not selected.

Skilled craftspersons in Job Code 15 who meet the qualification requirements for another Job Code 15 skilled craft occupational classification will be permitted to bid into that craft, as vacancies become available, with no reduction in their pay rate at the time of bidding. Seniority rules still apply.

- (e) If an open position cannot be filled by an employee currently in the Union, a new employee will be hired, or transferred from outside the bargaining unit.
- (f) In upgrading or transferring an employee currently in the Bargaining Unit to an open position within the Bargaining Unit, the Company will notify the Unit President or his designated alternate of Management's selection prior to notifying the employee and filling the position. If no objection is raised within two (2) working days, the position will be filled and the selection shall not thereafter be subject to the grievance procedure. In the event the Union disagrees with the Company's selection, the Company shall have the right to fill the position and the Union shall have the right to process a grievance with respect thereto.

## 2. General Conditions - Increase in Force

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

- (a) An employee who has been downgraded or transferred as a result of a reduction in force must accept a position at his or her former classification within that Occupational Classification or he or she shall be deemed to have forfeited his or her rights to return to his or her former position in accordance with Paragraph D. 1. (a) above.
- (b) A former employee on the Inactive Seniority List must accept a position that is the same as the last position he or she held in an Occupational Classification, and which he or she can do, or he or she will forfeit his or her rights to recall.
- (c) A former employee on the Inactive Seniority List who was in an Occupational Classification may refuse a position in the Pool without forfeiting his or her rights to be recalled to his or her former Occupational Classification.
- (d) An employee who has been downgraded to the Pool may refuse an upgrade to another classification in the Pool without forfeiting his or her rights to be upgraded to his or her former Occupational Classification.
- (e) An employee upgraded who cannot fulfill the requirements of the position within a reasonable familiarization and orientation period, but in any event within six months after upgrading, will be placed up for disposition and will be permitted to replace the least senior employee on the position he or she previously held satisfactorily, provided he or she has sufficient seniority to make such replacement, or will be placed in accordance with the Decrease in Force Procedure.

## E. Decrease in Working Force

- 1. BMPC shall not subcontract or otherwise transfer in whole or in part any work covered by this agreement to be done at the West Mifflin, Pennsylvania site, when such subcontracting is for the sole purpose of laying off bargaining unit employees.
- 2. When it becomes necessary to reduce the size of the work force, the Manager, Operations and Maintenance Department, shall notify the Manager, Human Resources, or designee, and the Unit President of the number of employees by which each affected classification must be reduced. The

Manager, Human Resources, or designee, shall determine and provide the names of the employees to be made available for disposition to the Manager, Operations and Maintenance Department, and the Unit President. These shall be the employees on the affected classification(s) with the least seniority. Upon request of either party, the Company and the Union will meet to discuss the matter.

2. An employee may displace less senior employees in accordance with the procedure outlined in Paragraph 3. below, provided that the more senior employee's qualifications indicate that he or she can perform the work of the less senior employee with only such training as an employee with previous experience on the specific position would require.
3. The sequence outlined below will be followed in the displacement of less senior employees:
  - (a) The least senior employee on the position affected will be considered up for disposition. An employee who has been displaced will also be considered up for disposition.
  - (b) An employee up for disposition may displace the least senior employee in his or her Occupational Classification.
  - (c) An employee who cannot be placed in accordance with the provisions outlined above may displace the least senior employee on the same and then successively lower position levels in the Pool.
  - (d) An employee in the Pool who is up for disposition may displace the least senior employee on the same and then successively lower salary code levels in the Pool, provided he or she can do the other job in an acceptable manner.
  - (e) An employee who cannot be placed under this Decrease in Working Force Procedure will be laid off and his or her name added to the Inactive Seniority List provided he or she has completed his or her probationary period.
  - (f) An employee laid off for lack of work is entitled to notice, or pay in lieu of notice.
4. Decrease in Working Force - General Conditions

The disposition of employees shall be handled according to the procedure above, subject to the following conditions:

- (a) Employees during their probationary period, (as defined in Section XIII, A.1.), will not have displacement rights but will be treated as direct layoffs if placed up for disposition, unless there are open positions for which they are qualified and eligible.
- (b) An employee up for disposition must have more seniority than the employee he or she would displace.
- (c) An employee in the Pool cannot displace an employee in a skilled Occupational Classification.
- (d) An employee up for disposition who refuses a position within his or her Occupational Classification will be considered as having voluntarily quit.
- (e) An employee up for disposition may elect to go on the Inactive Seniority List if he or she would be required by application of the Decrease in Working Force Procedure to take a position more than four (4) salary code levels lower than his or her present position or if he or she would be required to take a position in the Pool. A person who elects to be laid off in accordance with this paragraph will not be notified of subsequent openings on positions he or she refused at the time of layoff, or of openings in equal or lower classifications to those refused.

- (f) The disposition of an employee who is unable to perform the work of his or her classification because of temporary or permanent physical disability as determined by the Medical Department will be dispositioned in accordance with the Decrease in Working Force Procedure, being considered for positions he or she can do with his or her physical limitations.
- (g) At the time of layoff, an employee on a personal leave of absence or on the disability roll will be laid off and his or her name will be added to the Inactive Seniority List when, because of his or her seniority status under the established seniority procedure, he or she would have been laid off if he or she were actively at work. Notice of such layoffs will be given to the Union and to the employee involved at his or her last known address, but the usual notice period shall not apply. Any objection to such layoff must be made by filing a grievance within two (2) weeks following the giving of such notice to the Union.

#### F. Inactive Seniority List

1. The name of an employee laid off, except those laid off during their probationary period, will be placed on an Inactive Seniority List, and will be retained on the List for the periods following layoff specified below:
  - a. Less than two (2) years of Total Employment -- twelve (12) months.
  - b. Two (2) years or more of Total Employment -- sixty (60) months.
2. Former employees on the Inactive Seniority List, in order of Total Employment, will be offered new position openings for which they can qualify before new employees are hired.
3. When opportunities for employment exist for which they are eligible, former employees on the Inactive Seniority List will be notified by telephone or telegram and by certified mail sent to the last address recorded in the Employment Section. Reply must be made within two (2) days of receipt of the notice, unless there are extenuating circumstances, or his or her name will be removed from the Inactive Seniority List. If the reply is by telegram or registered mail, it must be postmarked within the two (2) days allowed.
4. The name of a recalled former employee who does not accept a position at least equivalent to the one from which he or she was laid off, and which he or she is able to perform with only such training as a person with previous satisfactory experience on the job would require, will be removed from the Inactive Seniority List.
5. If a former employee on the Inactive Seniority List is found to be in military service when recalled for a position he or she could do, his or her name will be reinstated by placing him or her on the Military Leave of Absence roll.
6. When a former employee who has been called back to work fails to pass the required physical examination, his or her name will be removed from the Inactive Seniority List. However, if the individual promptly initiates the necessary action to correct his or her physical deficiency, he or she will be reexamined and, when found fit, his or her name will be restored to the Inactive Seniority List.

#### G. Shift Preference

1. The employee must assume the shift of the person he or she displaces. However, if there is a more senior employee in the department performing the same type of work who would prefer the shift of the employee being displaced, he or she will be given such shift preference and the employee transferring in must assume the other shift.

2. To properly staff all shifts with the required number of experienced personnel, it may be necessary to place more senior employees on shifts other than their preference.
3. Temporary shift assignments for training purposes may be made by the supervisor.

#### H. Seniority Preference

At the written request of the Union during their term of office, Union Unit Officers and Grievance Committeemen will be given seniority preference sufficient for each to retain the classification he or she holds in the Bargaining Unit so long as any employee is assigned to such classification or a position in the Bargaining Unit for which he or she qualifies. The written request of the Union will establish the order or ranking to be followed.

#### I. Return of Supervisory and Other Employees

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

Nonsupervisory employees may return to the Bargaining Unit provided there is an open position available. Return of a nonsupervisory employee to a prior position is at the sole discretion of the Company.

#### J. Furloughs

Furloughs are periods of time off without pay caused by a temporary shortage of work or material or by power failures, labor disturbances or other conditions where transfer of employees to other work is not feasible and it is desirable to retain the employees on the roll.

The Unit President will be advised as soon as practicable when furloughing becomes necessary and will be given the reason therefore and the probable duration.

If the cause of the furloughing may extend over a long period of time, the Union and the Company will discuss the advisability of a reduction in force to provide full-time employment for those employees remaining on the roll.

Furloughed employees will remain active employees and will be eligible for the same benefit programs as active employees not on furlough. Medical, dental, vision and other insurance benefits coverage will to the extent permitted by available funds.. Employees will be required to continue making any required contributions for benefits through payroll deduction, direct billing or retroactive payments after return to work. A furlough is not a qualifying event allowing changes in benefit elections.

Employees on furlough will continue to accrue Total Employment Service.

#### K. Special Considerations

It is recognized that conditions may exist from time to time that will make it necessary, in the interest of the orderly operation of the Laboratory, to give special consideration to those individuals who possess certain skills not readily replaced, who perform special types of work, or who are in training for key positions.

In such event, Management shall notify the Unit President and will discuss the problem and the necessary deviation from the usual seniority procedure. The Union agrees to recognize the need for such exceptions, and disposition of each case will be resolved by mutual agreement.

## **SECTION XIV - JURY DUTY**

Salaried employees will be paid their regular salary while on jury duty in accordance with the provisions of Section XI, above, but will be expected to report for their regular duties with the Company when temporarily excused from attendance at court. No salary will be paid while on jury duty during furloughs or days that would have been furloughs.

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

## **SECTION XV - LEAVE OF ABSENCE**

1. The term "Leave of Absence" applies to a continuous period of thirty (30) days or more away from work without pay when it is the Company's intent to reinstate the employee at the expiration of the leave subject to the prevailing conditions at that time, his or her return to work within the period of the leave of absence and qualification under the usual employment standards including a physical examination.
2. An employee will be given a physical examination by the Company's Medical Department before taking such leave of absence. Physical defects will be recorded and brought to the attention of the employee. Physical defects, so recorded, will be given consideration by the Medical Department in determination of medical standards for returning to work at the end of the leave of absence period.
3. The request for leave of absence will be considered by the Company on the basis of work requirements, a satisfactory performance record, the reason for request, and the length of service of the employee.
4. Where a request for leave of absence is made for a period of more than three (3) months, the leave will be granted for ninety (90) days and consideration may be given by the Company to an extension at the termination of the ninety (90) days' period. In no case will the total period exceed twelve (12) months except as outlined below.
5. Upon written request of the Union, an employee appointed to an office of the International Union will be granted the usual leave of absence without losing seniority, not to exceed one (1) year unless an extension is granted. The determination as to whether such an extension will be granted will be reached through collective bargaining between the International Union and the Company, but in no case shall such leave or leaves of absence or any extension thereof total more than two (2) years. Such an employee will return to his or her former position, or a position to which his or her seniority entitles him or her, and will receive a rate commensurate with his or her rate immediately prior to his or her leave of absence.
6. Employees elected to a State or Local Government Office which requires absence from work on less than a full-time basis may be granted a leave or leaves of absence by the Company, as may be necessary to fulfill the requirements of their office.
7. Employees elected or appointed to a governmental office (Federal, State, or Local) which requires absence from work on a full-time basis shall not be granted a leave of absence when such absence is expected to extend beyond the limits set forth in Paragraph 4. of this Section.

## **SECTION XVI - MISCELLANEOUS**

1. The Company will permit the use of a certain number of bulletin boards for the purpose of posting official Union notices and other information of interest to Union members. The posting of all such notices and information will be subject to Management's approval and arrangements will be made by Management for posting.
2. The Company will provide the Union with office space, a computer, and phone service with voice mail to be used only for Company/Union business by designated representatives of the Union. Site security regulations related to use of computers and other electronic equipment apply to use of this equipment.
3. The Electronic Shop has been designated as the new union office.

## **SECTION XVII - SAFETY REGULATIONS**

Safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by all employees. Representatives of the Union and the Company shall meet at the request of either to discuss any pertinent matter concerning safety rules and regulations.

The Company will reimburse the purchase price of safety shoes, including shoes designed to protect against electrical hazards, up to \$100 through September 30, 2013. Effective October 1, 2013, this allowance is increased to \$120. Footwear shall be replaced no more frequently than every 12 months, unless otherwise approved by the employee's immediate Manager.

Custodians and Yardpersons perform assignments on a daily routine recurring basis that exposes them to job hazards from rough surfaces, sharp edges, grease, oil, dirt, cleaning chemicals, sewage and waste products, etc. Accordingly, they will be provided coveralls or pants and shirts, as provided in the Naval Nuclear Propulsion Program Property Control Manual.

## **SECTION XVIII- LABOR/MANAGEMENT TEAM**

A facilitated Labor/Management team is chartered to improve communications, recommend productivity improvements, and, as necessary, subcommittees to research and implement improvements in how work is done. This committee also is chartered to recommend and implement metrics for measuring their improvements.

This committee will work within the LEAN programs at the Bettis Laboratory site, and focus on Operations and Maintenance work.

## **SECTION XIX - SECURITY**

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

Company are required to comply with all security regulations now in effect or as may be promulgated in the future. The Company and the Union through their committees and officers shall not make decisions that conflict with security regulations adopted by the Department of Energy or as required by Government contracts.

## **SECTION XX - NO STRIKE - NO LOCKOUT**

- A. Subject to the provisions of Section XXVII hereof, the Union will not cause or officially sanction its members to cause or take part in any strike or any other organized or concerted interference with the work of employees (including sit-downs, stay-ins, slow-downs, or any other stoppage of work which restricts or interferes with operations) during the life of this Agreement. This includes disputes which are within the proper scope of the grievance procedure provided in this Agreement (a) until such grievance procedure has been fully exhausted, and (b) thereafter except as provided in Paragraph B. below. The Company will not lock out any employee or transfer work because of a dispute which is within the proper scope of the grievance procedure provided in Section XXI until such grievance procedure has been exhausted or closed.
- B. When the grievance procedure has been exhausted as provided for in Section XXII, the Union may authorize a strike of the employees in the Bargaining Unit in support of a grievance involving the Bargaining Unit. Such a strike, when so authorized, shall not be a violation of this Section if all of the following conditions are satisfied: (a) if written notice that Management's reply at the third level is unsatisfactory (Paragraph 2.d. Section XXI) has been given, (b) if the grievance is not subject to arbitration under Section XXII, and (c) if written notice of the Union's authorizations to strike has been given to the Company not less than thirty (30) days prior to the strike.

## **SECTION XXI- SETTLEMENT OF DISPUTES**

- 1. General Provisions
  - a. The parties recognize that the prompt settlement of grievances is important to a sound relationship between the Union and the Company, and it is, therefore, agreed that grievances must be presented within five (5) working days of the date of the incident causing a complaint.
  - b. The Company will recognize a Grievance Committee, consisting of four grievance committeemen for the day shift, plus one grievance committeeman for each shift, provided there are at least fifteen (15) employees assigned to the shift. No member of the Bargaining Unit may leave his or her work to conduct Union business without following the procedure outlined in Section XXIII. A designated alternate grievance committeeman will be recognized in the absence of the regular committeeman.
  - c. The term "grievance" shall apply and be limited to (1) questions concerning the application or interpretation of this Agreement, (2) any subject that this Agreement provides may become a grievance, or (3) questions involving discipline, release, or discharge of Bargaining Unit members who have completed the six month probationary period.
- 2. Procedure
  - a. An aggrieved employee should first discuss the problem with his or her supervisor.
  - b. If the problem is not resolved by the employee and the supervisor, the committeeman and the aggrieved employee shall discuss the problem with the supervisor. If unresolved, the committeeman shall present to the supervisor a written grievance, and signed by the aggrieved employee and the committeeman. The supervisor shall make written reply to the committeeman within three (3) working days.
  - c. If the supervisor's written reply is unsatisfactory, the committeeman shall place in writing the reasons for rejecting the supervisor's answer and forward the reasons and a copy of the grievance

to the Manager, Operations and Maintenance Department, within ten (10) working days of the first-step reply.

Within five (5) working days, the Manager, Operations and Maintenance Department, shall hold a meeting with the Grievance Committee and the appropriate supervisor, also calling in the aggrieved employee and the committeeman. A written reply will be given to the Grievance Committee within five (5) working days from the date of the meeting.

- d. If the Manager's written reply is considered unsatisfactory, the Grievance Committee shall place in writing the reasons for rejecting the Operations and Maintenance Department answer and forward the reasons together with the copy of the grievance to the Manager, Human Resources, or designee, within fifteen (15) working days from the date of the second-step answer. The Unit President, or designee, and the Manager, Human Resources, or designee, shall arrange for a meeting that includes the Grievance Committee, at a mutually satisfactory time within ten (10) working days after the Company receives the grievance and the Union's rejection notice. Attendance at such meeting shall be limited to five (5) persons on each side. A representative of the International Union will attend as one of the five (5) representatives of the Union.

The Manager, Human Resources, or designee, shall provide a written reply to the Union within fifteen (15) working days from the date of the meeting, setting forth the Company's final position on the grievance.

- e. Grievances which are not processed to the next succeeding step within the time limits provided, unless extended by mutual agreement, shall be considered closed and may be reopened only on the basis of new evidence which will be presented at the first step of the grievance procedure.
- f. Every effort will be made to expedite cases involving disciplinary action or discharge to the third (3rd) step of this procedure. The Unit President, or designee, will be notified of any disciplinary action or discharge as soon as possible.
- g. For purposes of this Section and also Section XX, the grievance procedure shall be considered exhausted when (1) the Union gives written notice to the Company that the final Company answer to the grievance is unsatisfactory, and (2) the grievance is not subject to arbitration under Section XXI. The notice thus required must be received by the Company within fifteen (15) working days of the date of the final Company answer or the grievance shall be considered to be closed
- h. The written grievance and any subsequent exchange of correspondence can be in electronic format.

## **SECTION XXII - ARBITRATION**

- 1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Section XXI, and which involves either,
  - (a) The interpretation or application of a provision of this Agreement, or
  - (b) A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, may be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within 60 days after the final decision of the Company has been given to the Union pursuant to Section XXI, Paragraph 2.d. For the purpose of proceedings within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalties (including discharge) is that such penalty shall be imposed only for just cause.
- 2. (a) A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. A copy of the request shall be sent to the American Arbitration Association.



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

In the event the arbitrator requests the parties to supply him or her with a stenographic record of the arbitration proceeding, the parties shall equally divide the cost of one copy for him or her. The arbitrator shall have no authority to issue any subpoena or other form of legal process or award to compel either party to produce new evidence (not already presented during processing of the grievance in the grievance procedure) considered by such party to be confidential or not relevant or material to the proceeding, or which is not available. This shall not limit the arbitrator's authority to compel the production of information which this Agreement or a local supplement requires either party to provide the other.

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

- (c) Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
  - (d) In the selection of an arbitrator and the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the Association shall control, except that either party may, if it desires, be represented by counsel.
  - (e) The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.
4. (a) In the event the receiving party has asserted that the dispute contained in a request for arbitration is not arbitrable, the Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with the procedure set forth in Paragraph 3. above only after a final judgment of a court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues. The foregoing part of this Paragraph shall not be applicable if the request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause.
- (b) In the consideration and decision of any question involving arbitrability (including any application to a court for an order directing arbitration), it is the specific agreement of the parties that:

- (1) Some types of grievance disputes which may arise during the term of this Agreement shall be subject to arbitration as a matter of right, enforceable in court, at the demand of either party. (See Paragraph 6. below.)
  - (2) Other types of disputes shall be subject only to voluntary arbitration, i.e., can be arbitrated only if both parties agree in writing, in the case of each dispute, to do so. (See Paragraph 7. below.)
  - (3) This Agreement sets out expressly all the restrictions and obligations assumed by the respective parties, and no implied restrictions or obligations inhere in this Agreement or were assumed by the parties in entering into this Agreement.
  - (4) In the consideration of whether a matter is subject to arbitration as a matter of right, a fundamental principle shall be that the Company retains all its rights to manage the business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner, subject only to the express limitations set forth in this Agreement and supplements to this Agreement executed under the provisions of Section XXVII - Modification and Termination, thereof; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Company in the exercise of any such rights, except where such challenge is based upon a violation of any such express limitations (other than those set out in Paragraph 7. below).
  - (5) No matter will be considered arbitable unless it is found that the parties clearly agreed that the subject involved would be arbitable in light of the principles of arbitrability set forth in this section and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitable.
- (c) If a final judgment of a court has determined that a request raises arbitable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.
5. The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.
  6. (a) Arbitration as a matter of right includes only requests to arbitrate which involve:
    - (1) Disciplinary action (including discharge) but with certain exceptions spelled out in this section;
    - (2) The claimed violation of a specific provision or provisions of the Agreement (with the limitations and exceptions set out in this section);
    - (3) The claimed violation of a provision or provisions of a signed nonwage supplement entered into in accordance with Section XXVI of this Agreement.

- (b) A request for arbitration, in order to be subject to arbitration as a matter of right under the provisions of subsection (a) (2) and (a) (3) above, must allege a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose. For example, a request which claims incorrect application of the method of computing overtime pay under the provisions of Section X would be arbitrable as a matter of right, whereas a request which questioned the right of the Company to require the performance of reasonable overtime work, on the claimed ground that Section X contains an implied limitation of that right, would be subject only to voluntary arbitration. A request that Section XIII had been violated by the layoff of a senior employee in preference to a junior employee would be arbitrable as a matter of right but a request that subcontracting of work in the plant while Bargaining Unit employees are on layoff violated a claimed implied limitation of Section XIII would be subject only to voluntary arbitration.
7. All requests for arbitration which are not subject to arbitration as a matter of right under the provisions of Paragraph 6. above, are subject only to voluntary arbitration. In particular, it is specifically agreed that arbitration requests shall be subject only to voluntary arbitration, by mutual agreement, if they
- (a) Involve the existence or alleged violation of any agreement other than those described in 6.(a) above.
  - (b) Involve issues which were discussed at negotiations, but which are not expressly covered in this Agreement (e.g., subcontracting).
  - (c) Involve claims that an allegedly implied or assumed obligation of this Agreement has been violated.
  - (d) Involve claims that Section I or Section V, Paragraph 3, of this Agreement has been violated.
  - (e) Would require an arbitrator to consider, rule on or decide the appropriate salary rate at which an employee shall be paid, or the method (day or salary) by which his or her pay shall be determined.
  - (f) Would require an arbitrator to consider, rule on or decide any of the following:
    - (1) The elements of an employee's job assignment;
    - (2) The level, title or other designation of an employee's job classification;
    - (3) The right of management to assign or reassign work or elements of work.
  - (g) Pertain in any way to the establishment, administration, interpretation or application of Insurance, Pension, or other Benefit Plans in which employees covered by this Agreement are eligible to participate (subject to the provisions of Section XIII, Paragraph B.).
  - (h) Involve discipline or discharge imposed on employees having less than six (6) months of Total Employment with the Company; and provided further that nothing in this subsection shall limit the authority of an arbitrator with respect to disciplinary penalties or discharge imposed in violation of Paragraph 1 of Section V.
  - (i) Pertain in any way to the Employee Security and Protection Plan or its interpretation or application.

8. In any case which involves discipline (including discharge) effected on the ground that an employee has refused, orally or otherwise, to perform an assigned task, either party may, at any time before the arbitration hearing is closed, request that the arbitrator decide the matter without an opinion, in which event the arbitrator must simply determine and announce an award without stating any grounds or reasons for his or her decision. If an award is issued by an arbitrator in any such case, it shall be final and binding on the parties, but, to the extent that the arbitrator's opinion in support of his or her award interprets or applies any provision of this Agreement, such opinion shall not be considered binding upon the parties, and shall not constitute a precedent for the purpose of interpreting or applying that provision of the Agreement in the future.
9. Grievances filed on or after the effective date of this Paragraph which are arbitable under this Agreement and allege that an employee had been disciplined or discharged from the active rolls without just cause may be processed specially into arbitration provided that both parties agree that the dispute does not involve the interpretation of a contract provision or a procedural question.

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

### **SECTION XXIII - PAYMENT FOR UNION BUSINESS**

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

6. The Company agrees to permit Union-represented employees time off without pay for Union-sponsored training, provided the individual's manager receives a minimum of two (2) weeks advance notice of the training.

#### **SECTION XXIV - PERIODIC MEETINGS**

- A. The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that, during such period, more mutually constructive and productive relationships are likely to exist between the Company and the Union, and among both management and non-management employees, if both the Company and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each others problems and objectives. They recognize that frequently what at first appear to be problems or areas of conflict and disagreement are actually the - result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. Finally, they believe that even though limitations are being placed upon formal collective bargaining negotiations during the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.
- B. Upon request of either party, meetings will be held during the term of this Agreement between the committees referred to in Section II. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of this Agreement or other matters which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting continuing collective bargaining negotiations, nor for any other purpose which will in any way modify, add to or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement, and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships. The agreement to hold such meetings will also give assurance that the Company and Union officials whose duties involve negotiation of this Agreement are neither anti-union nor anti-company, but are sincerely concerned with the best interest and well-being of the Company's business and of all employees covered by this Agreement.
- C. Unless the parties otherwise mutually agree, such meetings shall be held within thirty (30) days after a request is received, shall not exceed one (1) working day's duration, and shall not be held more often than once during each calendar quarter year. The parties recognize that discussions will be expedited and facilitated if the party requesting the meeting includes in such request a description of the subject or subjects which it desires to discuss.

#### **SECTION XXV - ANNUAL MILITARY FIELD ENCAMPMENT**

1. Eligibility

Any fulltime employee providing advance notice of military service will be granted either Military Time Off, if the absence is 30 calendar days or less, or a Military Leave of Absence, if the absence is greater than 30 calendar days. No notice is required if:

- a. Military necessity prevents the giving of notice; or
- b. The giving of notice is otherwise impossible or unreasonable.

2. Continuation of Pay, Benefits and Reemployment

Employees on Military Time Off or Military Leave of Absence will be compensated in accordance with BMPC policies and provided reemployment rights as defined under the Uniformed Services Employment and Reemployment Rights Act.

## **SECTION XXVI - RULES OF CONDUCT**

The Union recognizes that the Company has the right to issue rules and/or regulations pertaining to the conduct of its employees. However, such rules and/or regulations will be first discussed with the Union prior to implementation.

## **SECTION XXVII- TRAINING**

The company is agreeable to providing on or off-site training to bargaining unit members as long as it is job related and/or in line with the employee's Career Development Plan (CDP). To be eligible, the employee will need to complete a CDP with their manager that details specific development and career goals for the future. Craft specific training will be offered by seniority for those that meet the prerequisites. Management reserves the right to approve or deny any training request. Requests for training will not be unreasonable withheld as long as it meets the above criteria.

The company has agreed to provide Kronos and Outlook training during the first quarter of 2016.

## **SECTION XXVIII - MODIFICATION AND TERMINATION**

- A. This Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit. Therefore, except as herein specifically provided, the Company and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement which were discussed during the negotiation of this Agreement.
- B. This Agreement will remain in full force and effect, between the Company and the Union until October 1, 2019, and shall continue and remain in full force and effect from year to year thereafter (such period ending October 1, 2019, and each succeeding periods of one year being sometimes referred to herein as a "contract term") unless modified or terminated as hereinafter provided.
- C. If either the Company or the Union desires to modify this Agreement, it shall, not more than sixty (60) days and not less than thirty (30) days prior to October 1, 2019, or prior to October 1<sup>st</sup> of any subsequent year, so notify the other in writing. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement. If settlement is not reached by October 1, 2019 or October 1<sup>st</sup>, of any subsequent year, this Agreement shall continue in full force and effect but the Union may strike after the beginning of the next succeeding contract term. Such a strike shall not be a violation of Section XX, but either party may, upon not less than one (1) day's written notice given to the other during such strike, thereupon terminate this Agreement.
- D. Either the Company or the Union may terminate this Agreement as of midnight October 1, 2019, or October 1<sup>st</sup> of any subsequent year, by giving written notice to the other not less than sixty (60) days before said termination date.

## **XXIX – BENEFITS**

Qualified employees are eligible to participate in the following Bechtel Marine Propulsion Corporation (BMPC) benefit programs for the term of this contract at the cost offered to non-represented employees. BMPC's Benefit Plan coverage and employee contributions are subject to change annually. The Union will be informed in advance of any proposed additions, changes to, or deletions from the benefit programs. Effective calendar year 2018, the current PPO benefit plan option will be eliminated and employees will be eligible for the High Deductible Plan and other plans the company develops as long as they are offered to all employees.

The opt out payment to employees who waive company sponsored medical coverage will be eliminated effective January 1, 2016.

The Special Programs with Medicare (SPM) Plan will be emanated effective January 1, 2016 for all current and future Medicare-eligible retirees and replaced with a private unsubsidized Medical Exchange. All newly hired employees on January 1, 2016 or later will be auto-enrolled in the Bechtel NR Program Savings Plan.  
Effective with calendar year 2016, the wellness cash award incentive will increase to \$375.00  
USW members will be eligible for any additional voluntary benefits offered.

Current Benefit Plans:

Medical Plan (Including Prescription Drug coverage)

Vision Care Program

Employee Assistance Program

Health Care Flexible Spending Account

Dependent Care Flexible Spending Account

Employee Basic Life Insurance

Dental Insurance

Dependent Life Insurance

Accidental Death and Dismemberment

Group Universal Life Insurance.

Personal/Dependent Accident Insurance

Business Travel Accident Insurance

Extended Salary Payments

Long Term Disability

Bechtel NR Savings Plan

Pension Plan (For employees hired before February 1, 2009)

Bechtel NR Program Capital Accumulation Plan (for employees hired or rehired on or after February 1, 2009)

Retiree Medical, Dental and Vision/Life Insurance

Defined Contribution Pension Plan (For employees hired on or after February 1, 2009)

Supplemental Life Insurance (grandfathered for eligible employees)

Employee Security and Protection Plan

Mutual Fund Purchase Plan

## SECTION XXX - SALARY ADJUSTMENTS

Bechtel Marine Propulsion Corporation, Bettis Atomic Power Laboratory (herein called the "Company") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (herein called "Union") hereby mutually agree to supplement the Agreement made and entered into by them as of the 1st day of October, 2015, as follows:

1. Salary Adjustments

- a. The salary schedule minimums and maximums and pay of salaried employees will be increased according to the schedule below and applied to the rates indicated:

Increase	Effective Date	Applied to Rates In Effect On
2.0%	October 1, 2016	September 30, 2016
1.75%	October 1, 2017	September 30, 2017
1.65%	October 1, 2018	September 30, 2018

The salary schedule minimums and maximums and pay of salaried employees will be rounded to the nearest whole cent.

- b. The following lump sum payments will be applied per the schedule below:

Amount	Effective Date
\$2,625	Upon ratification of contract, October 2015
\$1,000	October 1, 2017



1. Employees in Job Codes 2 through 10 shall be granted a salary no lower than the minimum salary of any job to which they are assigned, and will progress further to the maximum salary of their classification at a rate of 5.5% every twelve (12) months.
2. Employees in Job Code 15 skilled crafts positions will be hired at the starting rate of the pay range, and will progress further to the maximum salary in accordance with the agreed upon salary schedule.

<b>Salary Rate Schedule for Code 15 Journeyman Crafts Effective 10/1/2015</b>				
	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>12 Month Rate</b>	<b>2 Year Rate</b>
15.PGH.USW - All Crafts	\$4,369.68	\$4,845.00	\$5,304.00	\$6,066.86

Effective 10/1/2015 a new two-tier salary structure for new hire pool employees (JG 2-10) will be implemented. This new structure will not affect incumbent employees.

**Second Tier Salary Schedule for Pool Employee's hired after 10/1/2015**

		<b>Starting Salary (monthly)</b>	<b>Maximum Salary (monthly)</b>
02.PGH.USW	Custodian	\$2,288.54	\$3,556.00
03.PGH.USW	Yardperson	\$2,368.64	\$3,612.96
06.PGH.USW	General Maintenance Helper I	\$2,586.95	\$3,790.16
10.PGH.USW	General Maintenance Helper II Operations and Maintenance Mat. Coordinator Senior Painter	\$2,693.17	\$4,010.56

Wherever reference is made throughout this Section to increases for salaried employees, such increases will be based on a regular forty (40) hour workweek. Proportionately smaller increases than those stated will be granted salaried employees on a regular workweek of less than forty (40) hours. Any increases for any salaried employees pursuant to this Section shall not exceed the amount of increase applicable to the maximum of the salary range for the classification on which the employee is then working.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed to this Agreement by their respective duly authorized representatives on TBD, effective as of October 1, 2015.

**BECHTEL MARINE PROPULSION CORPORATION  
BETTIS ATOMIC POWER LABORATORY**

By /s/	Anthony J. Nicaastro	_____
		Manager, Labor Relations
By /s/	Ronald D. Coulson	_____
		Manager, Operations
By /s/	William S. McCafferty	_____
		Human Resources Professional
By /s/	Maria G. Breauchy	_____
		Consultant

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By /s/	Leo W. Gerard	_____
		President
By /s/	Stanley W. Johnson	_____
		Secretary-Treasurer
By /s/	Thomas M. Conway	_____
		Vice President, Administration
By /s/	Fred Redmond	_____
		Vice President, Human Affairs
By /s/	Bobby McAuliffe	_____
		Director, District 10
By /s/	Collen Wooten	_____
		Staff Representative, District 10

**LOCAL 5852-00**

By /s/	Nicholas C. DeFelice	_____
		Unit President
By /s/	Daniel A. Maffeo	_____
		Secretary
By /s/	Daniel J. Cenci	_____
		Grievance Person
By /s/	Donald A. Lust	_____
		Grievance Person
By /s/	William P. Willochell	_____
		Grievance Person
By /s/	Ronald Caldoro Jr.	_____
		Grievance Person