

**Collective Bargaining Agreement**

**Between**

**Bechtel Marine Propulsion Corporation**

**BMPC-KAPL**

**And**

**International Association of Firefighters (IAFF), Local I-91, AFL-CIO, CLC**

*Effective Dates: Ratification date of:*

*December 1, 2016*

*to*

*December 1, 2020*

## INTRODUCTION

This agreement is entered into this first day of December, 2016, between Bechtel Marine Propulsion Corporation, hereinafter referred to as the "Company", and the Knolls Atomic Power Laboratory Professional Fire Fighters Association, Local # I-91, hereinafter referred to as the "Union" with respect to the bargaining unit described in Article 1.

## ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for a bargaining unit comprised of all full time and regular part time Incident Prevention and Emergency Services and Systems Captains, Administrative Captains, Training Captains, and Fire Marshals employed by Bechtel Marine Propulsion Corporation at the Knolls Atomic Power Laboratory (KAPL) Knolls and Kesselring Sites located in Niskayuna and West Milton, New York, respectively; BUT EXCLUDING all office clerical employees, technicians, professional employees, guards, and supervisors defined in the Act, and all other employees not specifically included above. (National Labor Relations Board, Case No. 03-RC-130422)

## ARTICLE 2 MANAGEMENT RIGHTS

The management of the Company and the direction of the workforce are vested exclusively in the Company and, except as limited by specific provisions of this agreement, the Company shall continue to have all sole and exclusive rights customarily reserved to management, including but not limited to the right to increase or decrease the work force; the right to determine the scope and method of operation; the right to subcontract work; the right to create and eliminate positions; the right to assign work; the right to hire, promote, suspend, discipline, transfer or discharge; the right to schedule operations, shifts, all hours of work, required overtime work; and the right to establish rules pertaining to the operations of the plant and permissible conduct of employees.

The Company and the Union will comply with all existing and future laws, rules, regulations, and directives issued by a government department or agency.

The Company will give notice of its intent to transfer work, or subcontract work at the same location if such subcontracting of work would directly cause a decrease in the number of represented employees performing such work, a minimum of sixty (60) calendar days in advance of the effective date of the work transfer or subcontracting to the Local involved. Such notice shall include identification of the work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer of work or subcontracting anticipated date of the transfer of work or subcontracting.

If the Local requests decision bargaining within ten (10) calendar days following a Company notice of intent to subcontract or transfer work, the Company will be available to meet with the Local within five (5) calendar days of such requests and the bargaining period shall continue for up to forty-five (45)

calendar days from the date of the Company notice of intent to subcontract or transfer the work unless this period is extended by mutual agreement. The Company will make a decision whether or not to subcontract or transfer such work after this bargaining period.

### ARTICLE 3 NON-DISCRIMINATION

The Company agrees that neither it, its managers, supervisors nor agents, employed directly or indirectly by them will discriminate against or coerce the employees covered by this Agreement because of membership or activity on behalf of the Union.

The Union agrees that neither it, its officers, its members, nor persons employed directly or indirectly by them will discriminate against or coerce any employee, nor solicit member's funds on site during working hours.

The Union and the Company affirm their intention that the provisions of this Agreement will continue to be applied without discrimination as defined by law because of race, creed, membership and/or non-membership the Union, color, religion, sex, national origin, age, qualifying physical or mental disability, qualified protected veteran status, marital 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.

### ARTICLE 4 CONDUCT OF BUSINESS

4.1 The Company will recognize a Chief Shop Steward and two (2) Assistant Shop Stewards who are employees of the Company and are authorized by the Union to discuss business related to this Agreement.

4.2 The Company shall recognize the Union's President and Chief Shop Steward as having full authority to settle, on behalf of the Union, any dispute related to the interpretation or application of this Agreement, pursuant to the grievance procedure.

4.3 Officers and Representatives of the Union shall obtain written authorization from Human Resources prior to conducting Union business off of Company property during their normally assigned working hours. This time will be unpaid and appropriately coded by the employee in the "Time & Attendance System".

4.4 Officers or Representatives of the Union will obtain authorization from their immediate supervisor prior to conducting Union business during working hours. All Union business outside the grievance procedure is unpaid and will be appropriately coded by the employee in the "Time & Attendance System".

4.5 All members of the Union Negotiating team, to a maximum of four (4) persons, shall be given paid time off for negotiation meetings with the Employer.

4.6 Labor Management Committee – up to two unit members on duty will be released from duty without loss of pay to attend such meetings of the labor-management committee as may be agreed by the Company and Union. This section does not guarantee paid leave will be assigned to attend the labor-management committee meeting.

4.7 Release Time – For the purpose of union meetings or the investigation and processing of grievances, there shall be release time for union officers to be released from duty.

## ARTICLE 5 UNION SECURITY

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

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

For the purposes of this Article, the phrase "members of the Union" shall only require the payment of an amount equal to periodic dues and initiation fees, uniformly required.

## ARTICLE 6 NO WORK INTERRUPTION/STOPPAGE/LOCKOUT

6.1 During the term of this Agreement, there shall be no strike, picketing, sympathy strike, work stoppage, slowdown, interference with the work or other disruptive activity for any reason. Informational picketing over issues not covered by this Agreement shall not be a violation of this Agreement.

6.2 The Union shall not sanction, aid or abet, encourage or continue any activity described in 6.1 above and shall undertake all reasonable means to prevent or terminate any such activity.

6.3 Any employee who participates in or encourages any activities described in 6.1 above, and interferes with the normal operation, shall be subject to disciplinary action, up to and including discharge. Such employee shall also be subject to loss of pay and all benefits during the period of participation in such action with the exception that an employee may retire and receive pension and savings benefits if enrolled.

6.4 The Company will not cause or engage in any lockout during the term of this Agreement.

ARTICLE 7  
MEDICAL/ADMINISTRATIVE TIME OFF AND ATTENDANCE

Incorporate by reference the existing corporate policies (CP-611) and (CP-612).  
*See Article 10 – Paid Absences*

ARTICLE 8  
HOURS OF WORK

- 8.1 Each employee will be assigned a shift schedule which defines regular shifts, workdays, and rest days. Such schedules will be established by the Company in accordance with work requirements.
- 8.2 An employee assigned to a rotation shift schedule will not leave his/her work station until the oncoming employee has been fully briefed on the current status of his/her duties unless otherwise directed.
- 8.2.1 Employee's will be in their assigned work location, ready to work, at the designated start time and leave their work location at the designated stop time.
- 8.3 An employee assigned to a straight, alternating, or rotation shift schedule will be permitted to eat as near the middle of the regular shift as practicable. The time will be designated by the manager/supervisor so as not to interfere with the work progress.
- 8.4 Schedule Change- When a change is made in the hours of work or working schedules of substantially all employees of the Union, management will notify the Union and the employees at least seven (7) calendar days in advance of the effective date of such change. Any grievance resulting from the establishment of a new working schedule will be handled through the regular grievance procedure.

ARTICLE 9  
PERSONAL TIME OFF (PeTO)

- 9.1 The PeTO periods of employees will be arranged so that they do not unreasonably interfere with the operations of the Company.
- 9.2 Not used.
- 9.3 Insofar as practical, employees will be permitted to take a PeTO period satisfactory to them. Preference will be given to employees in order of seniority, for PeTO periods planned by February 1 of each year, where more employees in the same position request the same PeTO period than can be permitted to be absent. PeTO requests submitted following the February 1 will be approved on a first in, first approved basis.
- 9.4 Eligibility for Personal Time Off (PTO)

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 six weeks of vacation at 30 years of service.

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 five weeks of vacation at 20 years of service.

Schedule C

Employees with original hire dates on or after January 1, 2013, or those hired prior to this date who irrevocably selected this schedule.

12-Month Personal Time Off Eligibility (Hours)			
Years of Total Employment Service	Schedule A Deposited on January 1 <sup>st</sup>	Schedule B Deposited on January 1 <sup>st</sup>	Schedule C 12-Month Total*
Upon hire	N/A	N/A	120 with 40** Initial deposit
On or after 3 months	N/A	80	N/A
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

\* Accrual deposit per Article 10.7

\*\* Accruals will commence on the first day of the fifth month (the 40-hour initial deposit represents an advance of the time that would have been accrued during the first four months).

9.4.1 Employees that are part of the IAFF bargaining unit will remain in the PeTO schedule that was irrevocably selected in 2012 when the PeTO program was developed by BMPC.

9.5 Employees on PeTO Schedule A or B

9.5.1 Employees will have their entire annual eligibility amount credited to their PeTO bank on their first day of the calendar year as an active employee, until they separate from service.

9.5.2 Employees may carry over into the next calendar year a maximum of 80 hours of unused PeTO.

9.5.3 Employees will be granted additional hours on their service anniversary date when they become eligible for additional PeTO.

9.6 Employees on PeTO Schedule C

- 9.6.1 Employees with original hire or rehire dates on or after the effective date of this agreement will have their PeTO bank credited with 40-hours on their first day of employment. This 40 hour initial deposit represents the PeTO that he/she would be expected to accrue during the first full four months of service and, for that reason, there will be no accruals during those first four months. On the first day of the fifth month of service, he/she will begin to accrue PeTO at a rate commensurate with their 12-month eligibility amount.
- 9.6.2 Employees will accrue PeTO according to the 12-month eligibility amount and there will be two accrual periods per month. On the last day of each accrual period, a deposit will be made into the PeTO bank that represents 1/24<sup>th</sup> of the employee's total 12-month eligibility amount.
- 9.6.3 During accrual period that contains a service anniversary that results in a change in an employee's 12-month eligibility amount, the employee's accrual rate will change effective the next accrual deposit.
- 9.6.4 Employees on PeTO Schedule C may carry over into the next calendar year unused PeTO equal to their 12-month eligibility amount as of December 31 of the current calendar year.
- 9.6.5 PeTO is not accrued during unpaid personal leave of absence and long-term disability.
- 9.7 Employee's PeTO absences are debited from the PeTO bank to the nearest 1/10<sup>th</sup> hour (6 minutes).
- 9.8 Employees who announce their separation via retirement may elect to take their PeTO up to the retirement date or have the unused PeTO balance paid to them at the time of separation from the Company.
- 9.9 PeTO hours will count as time worked for overtime purposes.

ARTICLE 10  
Paid Absences

- 10.1 Holidays shall be provided in accordance with Corporate Policy CP-614.
- 10.2 Medical Time-Off (MTO) shall be provided in accordance with Corporate Policy CP-611.
- 10.3 Administrative Time-Off (ATO) shall be provided in accordance with Corporate Policy CP-612.
- 10.4 Any corporate policy incorporated by reference in this Agreement will be maintained through the term of the current Prime Contract with the US Department of Energy. Any changes to said policies after expiration of the current Prime Contract will apply to employees covered by this Agreement.

ARTICLE 11  
SENIORITY

- 11.1 The seniority of each employee shall be his/her relative longevity with respect to other employees in the bargaining unit.
- 11.2 Employees added to the unit will have seniority beginning with employment by the Company in this unit.
- 11.3 Seniority shall be broken whenever an employee voluntarily leaves the unit.
- 11.4 Employees who, are transferred to jobs outside the bargaining unit, except exempt management jobs, may be returned to their former classification in the bargaining unit and have seniority based on the total length of their seniority in the bargaining unit at the time they left the bargaining unit plus up to a maximum of five (5) years of continuous service while outside the bargaining unit.
- 11.5 Employees who are transferred to exempt management jobs outside the bargaining unit may be returned to their former classification in the bargaining unit and have seniority based on the total length of their seniority in the bargaining unit at the time they left the bargaining unit plus up to a maximum of two (2) years of continuous service while outside the bargaining unit, provided such return is made during the twenty-four (24) month period immediately following the first such transfer to a job outside the bargaining unit.
- 11.6 Employees who, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit and have seniority based on the total length of their seniority in the bargaining unit at the time they left the bargaining unit plus up to a maximum of six (6) months of continuous service while outside the bargaining unit, provided such return is made during the six (6) month period immediately following the first such transfer to a job outside the bargaining unit.
- 11.7 Seniority and qualifications shall be used for the purpose of determining layoffs and rehire.
- 11.8 When two or more employees have the same seniority date, the employee with the lowest four digits of their social security number will be determined to have greater seniority.

ARTICLE 12  
SETTLEMENT OF DISPUTES

12. The Company and the Union shall settle disputes through the following grievance procedure.
  - 12.1. The Company will recognize a Grievance Committee consisting of three (3) committeemen, one of which will be designated the Grievance Chairman. There shall not be more than two (2) committeemen from the same shift. No grievance committeeman may leave his or her work area, without prior approval from their supervisor, to conduct Union business. A designated alternate grievance committeeman will be recognized in the absence of the regular committeeman.
  - 12.2. The term "grievance" shall apply and be limited to: (1) questions concerning the application or interpretation of this Agreement, (2) any disputes between the Union and the Employer concerning terms and conditions of employment of Bargaining Unit members, (3) questions

involving discipline, release, or discharge of bargaining unit members without just cause who have completed their probationary period.

- 12.3. An aggrieved employee who believes that he/she has been unjustly treated pursuant to the provisions defined in Section 12.2 above, must first take the matter to his/her immediate supervisor within ten (10) working days of the occurrence, or within ten (10) working days of the employee's knowledge of the occurrence, or when the employee should have known of the occurrence.
- 12.4. Step 1: If the problem is not resolved by the employee and the supervisor within eight (8) working days, the immediate supervisor will meet with the grievant, the Grievance Committeeman, and any witnesses needed to be present to attempt resolution of the grievance at Step 1. The supervisor shall give the Grievance Committeeman a written response to the grievance within eight (8) working days after the Step 1 meeting was held.
- 12.5. Step 2: If the supervisor's written reply in Step 1 is unsatisfactory, the Union Committeeman shall notify the Company's Labor Relations Specialist within eight (8) working days following receipt of the Step 1 response. Within ten (10) working days following the notification, the Union Committeeman and Labor Relations Specialist shall meet with the grievant in an effort to resolve the grievance. The Company shall give the Grievance Committee Chairman a written response within five (5) working days after the Step 2 meeting.
- 12.6. Step 3: If the answer of the Labor Relations Specialist is considered unsatisfactory, within five (5) working days after the date of the Union's receipt of the Step 2 answer, the Union shall notify the Company's Labor Relations Manager of the Union's intent to appeal the grievance to a third step review.  
  
BMPC's Labor Relations Manager, the grievant, the Union's Business Representative (or designee) and any witness needed to be present shall meet within eight (8) working days of receipt of the Step 3 grievance in an effort to resolve the grievance. The Company shall give the Union's Business Agent a written response to the grievance within eight (8) working days after the Step 3 meeting was held.
- 12.7. If the Employer does not respond within the time limits above, the Grievant may move on to the next step.
- 12.8. Grievances which are not processed to the next step within the prescribed time limit shall be considered closed unless the time is extended by mutual agreement of the parties.

### ARTICLE 13 ARBITRATION

13.1 Arbitration: Grievances involving discipline/discharge or the claimed violation of an express provision of this Agreement that have not been resolved under the previous dispute resolution procedures are the only grievances that may be submitted in accordance with the following

procedure to an arbitrator for resolution. The parties may voluntarily by express agreement arbitrate any other grievance that remains unresolved after Step 3 of the Grievance Procedure.

13.2.1 A written request for arbitration must be served on the Company within fifteen (15) calendar days after the Company provides its final written answer under 12.6.

13.2.2 Only a grievance alleging a direct violation of an express provision of this Agreement or the imposition of discipline or discharge without just cause shall be arbitrated as of right.

13.3 Selection of an Arbitrator: The Company and Union shall attempt to reach mutual agreement on an arbitrator from a panel of arbitrators, limited to members of the National Academy of Arbitrators, provided by the Federal Mediation and Conciliation Service. Either party has the right to reject two panels of arbitrators before selecting an Arbitrator by alternately striking names from the panel. Either the Company or the Union will notify the selected Arbitrator and establish a hearing date agreeable to the Company, Union and Arbitrator.

13.4 The Arbitrator's decision shall be made in writing within thirty (30) calendar days after the hearing or within thirty (30) calendar days of the submission of the post hearing briefs, if required, whichever is later.

13.5 The award of an Arbitrator upon a grievance subject to arbitration as herein provided shall be final and binding upon the parties to this Agreement. No Arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement. The Arbitrator shall have no authority to make any award requiring payment to any employee for any period more than thirty (30) calendar days preceding the filing of a grievance.

#### ARTICLE 14 SECURITY

14.1 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 any employee of the Company covered by this Agreement is restricted from work on or access to classified areas, information, or material, the Company shall have the right to terminate the employment of any employee so restricted.

14.2 Neither the Company nor Union shall make decisions that conflict with the security regulations adopted by the Department of Energy (DOE) or as required by other Government contracts.

ARTICLE 15  
HEALTH AND SAFETY

- 15.1 The Company and the Union recognize the importance of maintaining a safe work environment, providing applicable health and safety training, promoting occupational health and safety training, promoting occupational health and accident prevention, and the general elimination of hazards to health in the work place. The Company will continue to make provisions for the health and safety of employees while at work and agrees to comply with applicable federal laws and DOE rules and regulations pertaining to the health and safety of employees covered by this Agreement. All employees shall cooperate by following safe work practices and complying with health and safety rules during employment.
- 15.2 Employment is contingent on passing a physical examination, the requirements of which are determined by the position to be filled. The Company will continue to make periodic medical examinations as required. An employee determined unable to meet the physical requirements of the position shall be removed from the position in compliance with applicable law. In such cases the employee may be placed in an open position within the bargaining unit should one be available and the employee meets the qualifications and position requirements.
- 15.3 The Company will continue to provide safety inspections, safety equipment, and first-aid service to minimize accidents and health hazards to employees during the hours of their employment. The Union agrees to cooperate with the Company to the end that the employees will use safety equipment when so provided and observe safety and health regulations as prescribed by the Company.
- 15.4 Any employee who reasonably believes that a work assignment presents an immediate hazard to self or co-workers, or would put employees in violation of health and safety rules, regulations or laws, may refuse to perform the work assignment until such time as personnel qualified to make the determination have evaluated the conditions and found them to be safe.

ARTICLE 16  
SAVINGS CLAUSE

- 16.1 Should any portion or portions of the Agreement be found by court of competent jurisdiction to be illegal, said portion or portions shall become inoperative and the balance of the Agreement shall remain in full force and effect until termination in accordance with Article 24 – Modification & Termination.
- 16.2 It is mutually agreed that should any portion become inoperative in accordance with the above, the parties will attempt to renegotiate an acceptable substitute clause upon sixty (60) days' written notice to either party by the other.

ARTICLE 17  
BENEFITS

- 17.1 Qualifying employees are eligible to participate in the Bechtel Marine Propulsion Corporation (BMPC) health and welfare benefit programs at the cost offered to all employees.
- 17.2 BMPC's health and welfare benefit options will be extended to all eligible employees in the bargaining unit.

- 17.3 Plan coverage and employee contributions, as well as other terms and conditions as outlined in BMPC's "Employee Benefits Summary", are subject to change annually. Affected employees will be notified of changes as part of the Company's annual open enrollment process. The Company will notify the Union prior to these changes to explain the changes and the reasons for any change.

ARTICLE 18  
PENSION

- 18.1 Qualified employees currently eligible for the "Salaried Employee Pension Plan for KAPL Employees and Retirees" will be transferred to the "Pension Plan for KAPL Employees in the Participating Bargaining Units".

18.1.2 Disability Pension Calculation – Remove the current 10% reduction. Employees eligible for a disability pension at age 55 or later will receive the full benefit as calculated for an Early Retirement.

- 18.2 Employees currently eligible for the BMPC Capital Accumulation Plan (CAP) will remain CAP Plan eligible only and any new hire employees will be eligible for the CAP Plan only.

ARTICLE 19  
TRAVEL TIME AND EXPENSES

Union members will be reimbursed for travel in accordance with the BMPC Travel policy.

ARTICLE 20  
TRANSFERS- INCREASE OR REDUCTION IN FORCES - FURLONGHS

- 20.1 Employees will be transferred on the basis of seniority, performance, and qualifications at the discretion of management.

- 20.2 Reduction in Force (layoff to the street)

20.2.1 When a reduction in force is to be made which will result in a layoff to the street, all employees will be rolled back to the core job classification of their jobs.

20.2.2 In all cases of layoff or downgrade due to a reduction in force, total length of seniority shall be the determining factor in deciding which employee shall be laid off or downgraded.

20.2.3 Layoffs due to lack of work and rehires after such layoffs shall be determined by seniority, provided the employee is qualified..

20.2.4 The Company will furnish the Union with lists of additions to or removals from the unit when such changes occur.

20.2.5 When a reduction in force is to be made, advance notice of one (1) week will be given to the affected employees when possible.

20.2.6 When employees are removed from the unit due to a reduction in force, their placement on other work will be considered in accordance with their known abilities and previous record and consistent with the treatment generally accorded other employees of the Company.

20.2.7 Individuals who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and eligible for re-employment for a period of twelve (12) months following layoff or until retirement, whichever occurs first. Similarly, in the cases of individuals with the required service absent due to illness or injury, the same extended recall arrangement will be made only if:

20.2.7.1 The individual promptly reports to the Human Resources Office for employment upon recovery.

20.2.7.2 The individual is other eligible, in which the employee's name will be promptly added to the recall list. Actual recall will be predicated upon the individual meeting the Company health requirements.

20.3 The term "furlough" means that: In the event that (a) government funding for the operation of the Laboratory is interrupted or unavailable due to the lack of budgetary authorization or appropriation, (b) the Government directs the temporary cessation of non-essential operations, and (c) this furlough is applicable to all employees deemed "non-essential" by management, the following steps will apply:

20.3.1 Employees shall be notified promptly concerning the effective date and time of the commencement of the furlough.

20.3.2 The furlough shall be unpaid for all "non-essential" employees. Continuity of service will not be unbroken.

20.3.3 Insurance benefits shall be continued to the extent permitted by available funding.

20.3.4 When funding is restored and the government permits resumption of work, employees shall be promptly notified of the return to work date and time.

20.3.5 Make whole back pay and benefits will be provided to the extent permitted by available government funding authorized for such purpose.

20.3.6 The provisions of this agreement concerning layoff and reduction in force shall not apply in the event of a furlough. In the event a furlough result in a permanent job loss, the applicable provisions of this agreement shall apply.

## ARTICLE 21 JOB AND INCOME SECURITY

In the event of a layoff of an employee to the street, eligible members of the Union will be provided severance pay as provided by the BMPC Involuntary Severance Program. Eligibility will be subject to the limitations and conditions specified by the Severance Program. Employees on the active rolls at the time of the layoff with at least six months of service are entitled to two weeks of base pay in the event that they are permanently job separated from the Contractor through no fault of their own. Employees who sign a release of claims form may be entitled to up to 26 weeks of base pay, based on their full years of service.

ARTICLE 22  
EFFECTS OF DISCONTINUANCE OF OPERATIONS

- 22.1 Should the business or operations of the Company be discontinued, in whole or in part, due to the transfer, closing, relocation, consolidation, or other business reasons, the Company shall give at least five (5) working days' notice to the Union and the employees concerned. Employees who are affected thereby shall be laid off.
- 22.2 Regular full-time employees who are to be laid off for any of the reasons described in Section 1 above shall be given no less than five (5) working days' notice of layoff or pay in lieu thereof. In the event that the state or federal law requires any greater amount of notice, such legal requirements shall prevail. Regular full-time employees laid off in accordance with the foregoing shall be entitled to the following:
- 22.2.1 Payment for accrued but unused PeTO to the extent provided by Company policy.
- 22.2.2 Severance pay per employee as defined in BMPC Involuntary Severance Program and described in Article 21.
- 22.3 The payment of the amounts set forth in Section 2 above constitutes the entire obligation the Company to any regular, full-time employees who may be laid off or terminated for any of the reasons set forth in this article.
- 22.4 The Company shall have no further obligation to bargain concerning the decision or the effects of the discontinuance of the business or operations of the Company or the layoff of employees resulting therefrom nor shall any discontinuance or layoff be subject to any of the provisions of the arbitration procedure, Article 13, of this Agreement so long as the Company gives the required five (5) day notice of layoff, or pay in lieu thereof, and meets its monetary obligations to employees as specifically provided in Section 2 of this article.
- 22.5 The provisions of this Article shall be applicable in their entirety to any regular full-time employees covered by this Agreement who may be laid off or terminated for any of the reasons set forth in this Article; any probationary employees or part-time employees covered by this Agreement shall not be entitled to payment of any of the amounts set forth in Section 2 but shall otherwise be covered under all other provisions of this Article.

ARTICLE 23  
BULLETIN BOARD SPACE

The Company shall provide one (1) bulletin board in each of the fire houses at the Kesselring and Knolls sites for the use of the Union at convenient locations accessible to employees of the International Fire Fighters Association Local I-91. All notices shall have the appropriate Human Resources Representative's approval prior to posting.

ARTICLE 24  
PROGRESSIVE DISCIPLINE

The Employer agrees to apply the principles of progressive discipline in all matters pertaining to discipline except in those instances where the nature of the infraction warrants a harsher penalty or dismissal. This agreement extends to all permanent employees provided that who have already

received prior written warnings, reprimands, fines and/or suspensions shall be entitled on to a continuation of the progressive discipline process. The agreed to progressive penalties shall be as follows:

- |                 |  |
|-----------------|--|
| First Offense:  | Verbal Warning with follow-up summary letter                             |
| Second Offense: | Letter of Reprimand  |
| Third Offense:  | Suspension up to a maximum of five (5) consecutive work days without pay |
| Fourth Offense: | Dismissal  |

Article 25  
JOB POSTING

- The Company will, to the extent practical, give first consideration for the job openings and upgrading to present employees, when employees with the necessary qualifications are available.
- In upgrading employees to higher rated jobs, the Company will take into consideration as a controlling factor, the relative length of continuous service of the employees whom it finds are equally qualified for such upgrading.

Article 26  
FITNESS FOR DUTY

- Employees covered by this agreement will be eligible to be reimbursed once every twelve (12) months up to \$300.00 for membership at an off-site facility and/or workout equipment. An original receipt must be provided.

ARTICLE 27  
MODIFICATION AND TERMINATION

27.1 This Agreement shall be effective as of December 1, 2016 and shall continue in full force and effect to and including the 1st day of December, 2020 and from year to year thereafter unless modified or terminated as hereinafter provided.

27.2 Either the Company or the Union may terminate this Agreement as of midnight on December 1, 2020 or December 1, of any subsequent year by written notice to the other not more than 90 days and not less than 60 days prior to December 1, 2016, or December 1 of any subsequent year. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

27.3 If either the Company or the Union desires to modify this Agreement, it shall, not more than 90 days and not less than 60 days prior to December 1, 2016 or prior to December 1, of any subsequent year, so notify the other in writing. Not more than 30 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement and a proposal for a revision of wages which may be submitted by either the Company or the Union. If settlement is not reached by December 1, 2016

or December 1, of any subsequent year, this agreement shall continue in full force and effect until the 10th day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

ARTICLE 28  
PRINTING AND SUPPLYING AGREEMENTS

This Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within 90 working days at no cost to the employee.

The Company will provide 20 copies to the local at no expense and will supply each fire station with one copy. The Company shall print and publish this Agreement within 90 days of the final approval of the draft document. The Company shall provide all present and future employees a copy of this Agreement.

ARTICLE 29  
OVERTIME PAYMENTS and PREMIUM PAY PRACTICES

- Overtime payments and premium pay practices shall be provided in accordance with Corporate Policy CP-620.
- Any corporate policy incorporated by reference in this Agreement will be maintained through the term of the current Prime Contract with the US Department of Energy. Any changes to said policies after expiration of the current Prime Contract will apply to employees covered by this Agreement.

ARTICLE 30  
TRANSITION AGREEMENT

The parties agree on the following steps to implement the new collective bargaining agreement:

- The Captains and Fire Marshals are considered non-exempt represented employees and will continue to record their work hours in the current manner until the new time recording system is implemented for all non-exempt employees, represented and non-represented (projected mid-2017). Captains and Fire Marshals will use the time recording system to record hours of work.
- The Captains and Fire Marshals will be paid on a weekly basis.
- Captains and Fire Marshall will not edit or approve employee time records for each other or other employees.

ARTICLE 31  
WAGE AGREEMENT

	Hire Rate	After 6 Months	After 12 Months	After 18 Months	Min. 2 Years
	80%	85%	90%	95%	<b>Top Rate</b>
Fire Captain	\$28.00	\$29.75	\$31.50	\$33.25	\$35.00
Fire Marshal	\$28.80	\$30.60	\$32.40	\$34.20	\$36.00

- Current incumbents above the wage scale will be “red-circled” at their current rate.
- Those incumbents with a base wage currently below the wage scale above will receive an increase to the wage scale upon ratification of the new Agreement.
- Ratification Bonus of \$2,500 for each employee actively employed as of the date of ratification and the date of payment.
- 12 Months following ratification – 2.0% increase to Top Rate:
  - Fire Captains new Top Rate = \$35.70
  - Fire Marshal new Top Rate = \$36.72
  - Progression rates will increase accordingly*
  - Fire Captains / Marshalls that don't receive a rate increase will receive a \$2,000 lump sum.
- 24 Months following ratification – lump sum payment of \$1,500 to all active members.
- 36 Months following ratification – 2.0% increase to Top Rate
  - Fire Captains new Top Rate = \$36.41
  - Fire Marshal new Top Rate = \$37.45
  - Progression rates will increase accordingly*
  - Fire Captains / Marshalls that don't receive a rate increase will receive a \$2,500 lump sum.
- An IUE IP/ESS Transfer will come in at the 90% Rate, unless they are already exceeding that rate, then they will remain at their current rate until the next progression.

AGREEMENT made and entered into as of \_\_\_\_\_, effective December 1, 2016, by and between BECHTEL MARINE PROPULSION CORPORATION hereinafter referred to as the "Company", and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), hereinafter referred to as the "Union", acting for itself and on behalf of its members, pursuant to certification duly issued by the National Labor Relations Board, as exclusive collective bargaining representative of designated Company employees.

**Bechtel Marine Propulsion Corporation**

**International Assoc. of Fire Fighters**

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