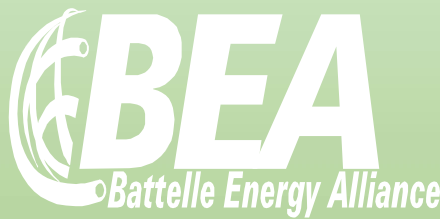


WORKING AGREEMENT

-BETWEEN-



BATTELLE ENERGY ALLIANCE

-AND-

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC -AND- LOCAL NO. 652 MFC**

**Effective May 16, 2020
Through
May 18, 2025**

TABLE OF CONTENTS

<u>ARTICLE 1: Recognition, Purpose, and Application and Scope</u>		<u>Page</u>
Section 1.1	Recognition.....	1
Section 1.2	Purpose.....	1
Section 1.3	Application and Scope	1
Section 1.4	Work by Supervisors.....	2
Section 1.5	Non-discrimination	2
<u>ARTICLE 2: Subcontracting Out Work</u>		
Section 2.1	Contracting Out	3
Section 2.2	Subcontracting for Layoffs.....	3
Section 2.3	Subcontracting for Attrition	3
<u>ARTICLE 3: Non-discrimination and ADA Compliance</u>		
Section 3.1	Non-discrimination	4
Section 3.2	Compliance with the Americans with Disabilities Act.....	4
<u>ARTICLE 4: Management Rights</u>		
Section 4.1	Management Rights	5
Section 4.2	Security Responsibility	5
Section 4.3	Security Plans and Benefits.....	5
<u>ARTICLE 5: Union Security</u>		
Section 5.1	Union Membership	8
Section 5.2	Union Participation	8
Section 5.3	New Hire Orientation.....	8
Section 5.4	Union Activity	8
Section 5.5	Deductions for Union Dues.....	8
Section 5.6	Authorization Form.....	8
Section 5.7	Union Dues Revocation	9
Section 5.8	Indemnification.....	9
Section 5.9	No Discrimination	9
Section 5.10	Federal Enclave	9
<u>ARTICLE 6: Continuity of Operations</u>		
Section 6.1	Strikes and Discipline	10
Section 6.2	Lock-outs.....	10
Section 6.3	Violations	10
Section 6.4	Forced Curtailment	10
<u>ARTICLE 7: Union Committee and Employee Representation</u>		
Section 7.1	Union Committee.....	11
Section 7.2	Meetings with Union Committee.....	11
Section 7.3	Union Representative Pay and Management Communication.....	11
Section 7.4	Union/Management Negotiation Committee	11
Section 7.5	Accident/Incident Reports.....	11
<u>ARTICLE 8: Grievance and Arbitration Procedures</u>		
Section 8.1	Grievance Defined	12
Section 8.2	Individual Grievances	12
Section 8.3	Procedure on Suspension or Discharge.....	12
Section 8.4	Handling Grievances.....	12
Section 8.5	Grievance Compensation	12

Section 8.6	Probationary Employees	12
Section 8.7	Records of Disciplinary Actions and Disciplinary Notices	12
Section 8.8	Grievance Procedure	13
Section 8.9	Arbitration Procedure.....	14
Section 8.10	Authority of Arbitrator.....	14
Section 8.11	Expedited Arbitration Procedure for Discharge Cases Only....	14

ARTICLE 9: Hours of Work

Section 9.1	Definitions and Procedures	15
Section 9.2	Schedules of Work.....	15

ARTICLE 10: Premium Pay and Overtime

Section 10.1	Premium Pay for Day Workers	17
Section 10.2	Premium Pay for Shift Workers	17
Section 10.3	Guarantee of Pay on Call-in	17
Section 10.4	Minimum Pay for Reporting to Work.....	17
Section 10.5	Early Report.....	17
Section 10.6	Change of Schedule	18
Section 10.7	Shift Selection.....	18
Section 10.8	Shift Premium.....	18
Section 10.9	Authorization for Premium Time	18
Section 10.10	Consultation with Occupational Medical Program (OMP).....	18
Section 10.11	Rest Periods	19
Section 10.12	Overtime.....	19
Section 10.13	Overtime List.....	19
Section 10.14	Availability for Overtime	19
Section 10.15	Required Overtime.....	20
Section 10.16	Emergency Conditions	20
Section 10.17	Overtime for Union Officers	20
Section 10.18	Avoidance of Overtime	20
Section 10.19	Zeroing Overtime Lists	20
Section 10.20	Overtime Adjustments	20
Section 10.21	Overtime Lunch Periods.....	20
Section 10.22	Per Diem for Missed Meals.....	20
Section 10.23	Overtime Lists	21
Section 10.24	Overtime Eligibility for Employees on Temporary Upgrade...	21
Section 10.25	Miscellaneous Overtime Occurrences	21

ARTICLE 11: Seniority

Section 11.1	Seniority Defined.....	22
Section 11.2	Hire Date	22
Section 11.3	Reduction in Force.....	22
Section 11.4	Posting of Vacancies.....	22
Section 11.5	Promotion within a Job Classification	23
Section 11.6	Loss of Seniority	23
Section 11.7	Probationary Employee.....	23
Section 11.8	Temporary Employees	24
Section 11.9	Part-time Employees.....	24
Section 11.10	Seniority of Supervisors	25
Section 11.11	Trial Periods for Transfers	25
Section 11.12	Seniority Lists.....	25
Section 11.13	Administrative Leave	25
Section 11.14	Inactive Status.....	25

ARTICLE 12: Holidays

Section 12.1	Recognized Holidays	26
Section 12.2	Holiday Pay	29

ARTICLE 13: Leave and Excused Absences

Section 13.1	Absence on Union Business	30
Section 13.2	Transportation Difficulties	30
Section 13.3	Military Service	30
Section 13.4	Absence for Jury Duty	30
Section 13.5	Unusually Long Hours	30

ARTICLE 14: Health and Safety

Section 14.1	Conformance to Health and Safety Rules	31
Section 14.2	Protective Clothing and Equipment	31
Section 14.3	Safety	31
Section 14.4	Physical Examinations for Determining Fitness for Duty	31
Section 14.5	Toxic and/or Hazardous Material Exposure Data	32

ARTICLE 15: Wages

Section 15.1	Wage Rates	33
Section 15.2	New Classification	33
Section 15.3	Temporary Assignment	33
Section 15.4	Lead Upgrade	33
Section 15.5	Upgrade for Non-Represented Position	34
Section 15.6	Assignment Out of the Bargaining Unit	34
Section 15.7	Work Force Workload Flexibility	34

ARTICLE 16: Miscellaneous Provisions

Section 16.1	Federal and State Laws, Orders, and Final Adjudications	35
Section 16.2	Pay in Lieu of Notice of Layoffs	35
Section 16.3	Severance Pay	35
Section 16.4	Work by Scientists	35
Section 16.5	Bulletin Boards	35
Section 16.6	Locker Inspections	35
Section 16.7	Licensing Fees	35

ARTICLE 17: Training

Section 17.1	Purpose	36
Section 17.2	Developmental Training	36
Section 17.3	INL Internship Program Participation	36
Section 17.4	Preference Skill List	36

ARTICLE 18: Term of Agreement and Negotiations

Section 18.1	Complete Agreement	37
Section 18.2	Term of Agreement	37
Section 18.3	Pre-Negotiation	37

Signature Sheet	38
------------------------------	-----------

Appendix A – Schedule of Wages	40
---	-----------

Promotion and Demotion Charts	43
--	-----------

ARTICLE 1

RECOGNITION, PURPOSE, AND APPLICATION AND SCOPE

Section 1.1 Recognition – The Company recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union and Local No. 652 (hereinafter called the “Union”), as the exclusive bargaining agent with respect to rates of pay, hours of work, working conditions, and other conditions of employment for Battelle Energy Alliance employees in Local 652 certified by the National Labor Relations Board.

Definitions:

- a) The term "employee" as used in this Agreement means any employee represented by the Union as provided in Section 1.1.
- b) The term "bargaining unit" or "unit" as used in this Agreement means the aggregate of all employees covered by this collective bargaining agreement.

Part-Time Employees – It is agreed that the Company may employ part-time employees and that they are recognized for the purpose of collective bargaining.

Section 1.2 Purpose – It is the intent and purpose of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Company during the life of this Agreement; and, in general, to promote harmonious relationships between the Company and its employees and the Union. In order to assure the common defense and security of the United States, it is the objective of the parties that the obligation of the Company for the successful prosecution of atomic energy research under the contract now in effect between the Department of Energy and Battelle Energy Alliance, LLC, be fulfilled without interference arising from differences between the parties.

Section 1.3 Application and Scope – This Agreement applies only to the employees of Battelle Energy Alliance (hereinafter called the Company) working in Materials and Fuels Complex (MFC) (formerly ANL-W), including TREAT Facility, at Idaho National Laboratory in the State of Idaho, who are included in the collective bargaining unit certified September 2, 1969, as a result of National Labor Relations Board Case No. 19-RC-5132, and in the collective bargaining unit certified June 18, 1970, as a result of National Labor Relations Board Case No. 19-RC-5367, excluding all clerical employees, professional employees, and supervisors as defined in the act. This Agreement shall be binding upon the Company its successors and assigns, but in the event of termination, cancellation, or assignment of the aforementioned principal Contract No. DE-AC07-05ID14517 (as amended from time to time) Battelle Energy Alliance shall be released from all obligations under this Agreement.

INTENT: To cover all MFC managed facilities, including the MFC warehouse.
--

References:

- National Labor Relations Board Case No. 27-RC-8541
- National Labor Relations Board Case No. 27-RC-8618
- Archived case records pertaining to ANL-W

Mission Statement - The Company is engaged in the conduct of research and development work in the field of nuclear science, including basic and applied research in high energy physics, physics, chemistry, chemical engineering, metallurgy, biology, medicine, and other fields, in an effort to accomplish basic scientific progress and technical accomplishment in the national interest and public welfare. Employees in the bargaining unit, as well as other Company employees and outside contractors are necessary to provide supporting services to the basic work of the Company.

Section 1.4 Work by Supervisors – The Company will not use supervisors to perform the normal duties of employees except in emergency situations. This provision shall not preclude necessary instruction and training of employees.

Section 1.5 Non-discrimination

- (a) The parties to this Agreement will not discriminate against any employee, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, national origin, disability, or because the employee/member is a disabled veteran or veteran of the Vietnam Era. The parties to this Agreement will take affirmative action to insure that employees and applicants for membership and members of the Union will be treated equally during employment without regard to their race, creed, color, sex, age, national origin, socio-economic status, disability, or because the employee/member is a disabled veteran or veteran of the Vietnam Era. Such action shall include, but not be limited to, upgrading, demotion, or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training. Action taken by the Company at the request of the Government shall not be deemed a violation of this section. The Union recognizes that the Company is subject to all applicable laws and executive orders and that an Affirmative Action Program is administered by the Company. The Company will administer the program in accordance with the terms of this Agreement.
- (b) The use of the male gender throughout this Agreement is for ease of reference only and shall not be construed by the Union, the Company, or any employee as evidence of any intent by, or pattern of any party to discriminate against any employee on the basis of sex.

ARTICLE 2 SUBCONTRACTING OUT WORK

Section 2.1 Contracting Out – The Company shall have the right to contract out work with outside contractors or subcontractors. When work that would normally be performed by USW represented employees is to be contracted out, the Company will notify the Union. A meeting will be held to discuss the details of the subcontract and to suggest alternatives. In exercising its right to contract out the Company will observe the collective bargaining agreement provisions. The Company will weigh the alternatives suggested by the Union, make a decision, and inform the Union.

INTENT: It is Management's responsibility to inform the Union of potential subcontracted work.

Section 2.2 Subcontracting for Layoffs – BEA shall not subcontract or otherwise transfer in whole or in part any work covered by the agreement to be done at the Idaho site, when such subcontracting is for the sole purpose of laying off bargaining unit employees.

Section 2.3 Subcontracting for Attrition – The Company agrees that the size of the respective covered workforce will remain stable, fall and/or rise as business needs dictate. Scope of work changes or funding losses will be adequate reasons for appropriate reductions in the total workforce. The Company shall not use lack of employees due to attrition caused by retirement, LTD, transfer, or termination, to transfer traditionally or historically performed tasks by bargaining unit employees to subcontractors.

ARTICLE 3
NON-DISCRIMINATION AND ADA COMPLIANCE

Section 3.1 Non-discrimination – There shall be no discrimination between employees within these bargaining units with respect to any conditions of employment because of membership or non-membership in the Union or because of age, race, color, ethnicity, religion, national origin, gender, veteran status, disability, marital status, medical condition, pregnancy, or sexual orientation. In addition, there will be no discrimination in employment based on gender identity/expression, family responsibilities, and genetic information. References in the working agreement to he, him, and his include the female gender and are not references to gender.

Section 3.2 Compliance with the Americans with Disabilities Act – The parties acknowledge that they are subject to and intend to abide by the requirements of the Americans with Disabilities Act (ADA). The Union and the Company specifically acknowledge that reasonable accommodations, as defined by the ADA, may include but are not limited to part-time or modified work schedules. Time required by such an individual for physical therapy, rehabilitation, extended rest periods and the like shall not be compensable time unless covered under Section 5.4.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Management Rights – The Union recognizes that the Company management shall continue to exercise its exclusive responsibilities to manage the Company and direct the working forces. Except as specifically modified by this Agreement the rights of management include, but are not limited to the rights to plan, direct and control Company operations; to instruct and direct the working forces; to hire, promote, demote, assign, classify and transfer; to suspend, discharge and discipline employees for just cause; to determine the qualifications and competency of employees; to schedule the working hours; to make and enforce rules; to establish and enforce health and safety requirements; to layoff or release employees; to introduce new and to change existing operational methods, materials or facilities, and to determine job content. Management's rights shall not be exercised so as to conflict with any of the other provisions of this Agreement. The choice, control, and direction of the supervisory staff is vested exclusively in the Company.

Section 4.2 Security Responsibility – It is understood that the United States Government, through the agency or agencies responsible for the administration of the atomic energy program, may request the Company to deny employment to, or remove from the work and exclude from the Company, any employee whose employment or continued employment is deemed by the Government prejudicial to the interests of the Government. Should the Government withdraw or rescind a request for the removal and exclusion of an employee, he shall be offered reinstatement by the Company. The seniority of a reinstated employee shall include all time lost because of the Government's request in addition to his accumulated seniority. Nothing in this Agreement shall alter, diminish or in any way affect the obligation of employees as expressed in the Security Acknowledgment which each employee executes as a prerequisite to employment; nor shall any provision of this Agreement affect or abrogate any rights or remedies available through Department of Energy procedures or under Federal law to a employee whose denial or termination of employment is requested by the Government.

INTENT: Intended for situations unrelated to clearance and qualifications in PD. Ex. foreign nationals, export controlling, special projects, etc.

Section 4.3 Security Plans and Benefits – An employee's eligibility for employee benefits such as personal leave, disability leave, and retirement annuity, shall be based on his length of service as an employee, or as provided in the specific benefit plan.

Qualified employees are eligible to participate in the following INL benefit programs:

Personal Leave	Short-Term Disability Insurance
Medical Plan	Long-Term Disability Insurance
Dental Insurance Plan	Workers Compensation
Vision Insurance Plan	Long-Term Care Insurance
Health Care Flexible Spending Account	Service Awards
Dependent Day Care Flexible Spending Account	Leaves of Absence
Employee Life Insurance	Retirement Plan
Spouse Life Insurance	Investment Plan
Dependent Children Life Insurance	Holidays
Accidental Death and Dismemberment Insurance	Severance Pay

4.3.1 – All security plans and benefits arranged by the Company for its employees, as a whole, will be available to employees covered by this Agreement and will be administered equally, including that portion of the cost paid by all employees.

4.3.2 – The Union will be informed in advance of any additions or substantive changes to, or deletions from, the benefit programs.

4.3.3 – A USW representative will be added to the company benefits evaluation committee to assist the company in current and future employee benefits. The Union will be notified of proposed changes of any additions or substantive changes to, or deletions from, the Benefits programs a minimum of fifteen (15) days prior to submission to DOE-ID for approval.

4.3.4 Personal Leave – Regular full-time employees earn PL based on their recognized Company service as provided in the following table:

<u>Months of Service</u>	<u>Hours of PL</u>	
	<u>Weekly</u>	<u>Annually</u>
0 through 60	2.77	144*
61 through 108	3.23	168*
109 through 228	3.54	184*
229 or more	4.31	224*

* In addition, site workers receive a minimum of fifteen (15) hours per year (accrued weekly). If the Company increases this benefit, it will be increased for bargaining unit employees.

Legacy Argonne National Laboratory-West employees who transitioned to the Company on 02/01/05: will be grandfathered per the Schedule below if their accrual rate at the time of transition was higher than when compared to the above Company schedule. Any increase in these accrual rates will be in accordance with the schedule shown above.

<u>Period of Continuous Employment</u>	<u>Monthly Accrual</u>
From date of employment until the fifth anniversary of employment	10 hours
From the fifth (5th) anniversary of employment	13-1/3 hours
From the seventh (7th) anniversary of employment	14 hours
From the ninth (9th) anniversary of employment	14-2/3 hours
From the eleventh (11th) anniversary of employment	15-1/3 hours
From the thirteenth (13th) anniversary of employment	16 hours

Employees who had fifteen (15) or more years of service as of October 1, 1995 (and whose most recent date of hire was prior to October 1, 1995), accrue vacation according to the following schedule (for this portion of the schedule, only service attained as of October 1, 1995 is applicable). For example, an employee who had twenty (20) years of service as of October 1, 1995 would accrue eighteen (18) hours per month in all subsequent years (i.e., the accrual does not increase to eighteen and two-thirds (18 and 2/3) hours when the employee attains twenty-one (21) years of service sometime after October 1, 1995).

<u>Service of October 1, 1995</u>	<u>Monthly Accrual</u>
15-16 years	16-2/3 hours
17-18 years	17-1/3 hours
19-20 years	18 hours
21-22 years	18-2/3 hours
23-24 years	19-1/3 hours
25+ years	20 hours

4.3.5 Investment Plan – *Legacy Argonne National Laboratory – West Employees (transferred to BEA on 02/01/05):* These employees may contribute to the plan on a before-tax or after-tax basis; however, there is no employer matching contribution.

These employees will receive a profit-sharing contribution equal to nine percent (9%) of pay irrespective of whether they elect to contribute anything to the plan. The employer profit sharing contributions are fully vested immediately.

Employees not accruing benefits in INL's defined benefit pension plan (hired on and after 02/01/05): The employer match is one hundred percent (100%) of the first three percent (3%) of pay that an employee contributes to the plan and sixty percent (60%) of the next (3%) of pay contributed to the plan. These employer matching contributions are fully vested immediately.

In addition to any matching contribution described above, these employees will also receive a profit-sharing contribution equal to four-point-two percent (4.2%) of pay irrespective of whether they elect to contribute anything to the plan. Employees are vested on this contribution after three (3) years of service.

Employees accruing benefits in INL's Defined Benefit Pension Plan (previous BBWI employees prior to 02/01/05): shall continue accruing benefits in the Defined Benefit Pension Plan.

ARTICLE 5 UNION SECURITY

Section 5.1 Union Membership – The Union and the Company agree that no employee shall be required, as a condition of employment, to belong to the Union. Union membership will be made available on a non-discriminatory basis to employees of the Company, who are employed in positions covered by this Working Agreement, subject to the Constitution and By-laws of the Union.

Section 5.2 Union Participation – The Union agrees that it will not deny membership to, nor in any way practice discrimination against any employee because of race, color, religion, sex, or national origin, nor require of employees, as a condition of becoming or remaining a member of the Union, the payment of any fee which is excessive or discriminatory. The Union agrees that the monthly dues shall not exceed such sum as may be established by Local 652 in accordance with its By-laws and the Constitution of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union.

The Union further agrees that employees shall discharge their duties impartially and without regard to Union or non-Union affiliation of any employee not in the bargaining unit and failure to do so shall constitute sufficient cause for disciplinary action.

Section 5.3 New Hire Orientation – The Company shall allow Union Representatives to meet with new hire employees, for a reasonable amount of time, to discuss the Union and its working agreement with the Company.

INTENT: Meetings are expected to be scheduled and management is to be made aware ahead of time.
--

Section 5.4 Union Activity – Except as may be specifically provided elsewhere in this Agreement, the Union agrees that its officers, members and agents will not engage in Union activity on Company time and, further, that there shall be no solicitation or payment of dues, fines or assessments on Company time, or in such manner as to interfere with the work or attendance at work of any employee.

INTENT: Best practice is to give management two-week's notice when possible.

5.4.1 Union or Anti-union Activity – Except as allowed by this Agreement, Union or anti-Union activities during work time will not be permitted nor shall such activities be permitted that interfere with work performance.

Section 5.5 Deductions for Union Dues – Upon receipt of proper written authorization from an employee in the forms set forth in Section 5.6, the Company agrees to deduct from the wages of the employee and to forward to the Secretary-Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, Union dues in such sum as may be established by Local 652 in accordance with its By-Laws and the Constitution of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union. Deductions for dues for each employee receiving wages shall be made weekly during the life of such authorization, commencing with the month following the date of the authorization. Upon receipt of proper written notification from the employee that he is revoking his authorization, the Company will cease deducting dues from his pay. The employee shall send a copy of such notification to the Union and to Labor Relations. The Union will notify the Company of any change in the amount of deductions at least thirty (30) days in advance.

Section 5.6 Authorization Form – A properly filled in and signed form must be received by the Company before Union dues will be deducted from wages of any employee.

"I hereby authorize Battelle Energy Alliance my employer, to deduct from my wages weekly hereafter, an amount determined by the United Steel Workers International Union Local 652. Such deductions are to continue for a period of one (1) year from the date hereof and for each year thereafter, unless terminated by

me on an anniversary date hereof by thirty (30) days prior written notice to the Company and to the Union. Provided, further, I expressly reserve the right to cancel this authority at any time after the termination of the present collective bargaining contract between my employer and the above-named Union. If I am permanently transferred outside of the bargaining unit, or terminated from the Company, this authorization shall be null and void."

Date

Employee's Signature

Section 5.7 Union Dues Revocation

- (a) **Revocation Form** – A written request with employee signature must be received by the Company and the Union before the Company will cease deducting Union dues from the wages of any employee.
- (b) The conditions controlling the deduction of Union dues shall be as stated in Section 5.6 of this article. Provided, however, that if an employee renders a revocation of dues deduction authorization, the revocation shall be sent to the Company and the Union, by the employee.

Section 5.8 Indemnification – It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Section 5.9 No Discrimination – Neither the Company nor the Union shall discriminate against any employee because of membership or non-membership in the Union.

Section 5.10 Federal Enclave – In the event INL is designated as a federal enclave, the parties to this agreement will meet in a timely manner to discuss an Article 5 "Union Security" proposal from the Union.

ARTICLE 6

CONTINUITY OF OPERATIONS

Section 6.1 Strikes and Discipline – The Union shall not instigate, promote, cause, participate in or recognize, nor authorize employees to instigate, promote, cause, participate in, or recognize, any strike, work stoppage, slow down, sympathy strike, interruption of work, picket line, secondary boycott or other interference of any kind with operations. The Union guarantees fully to support the Company in maintaining operations. Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, slow down, interruption of work, picket line, secondary boycott or other interference of any kind with operations, whether or not brought about by the Union, by any of its members, or by any other employee or employees whomsoever, with or without the authority or support of the Union; and violations shall be complete and immediate cause for discharge of any one or more of the violators or for other disciplinary action by the Company. Furthermore, in the event that any employee represented by the Union violates this Article 6, the Union shall immediately use its best efforts and take affirmative steps to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation.

Section 6.2 Lock-outs – There shall be no lock-out by the Company during the life of this Agreement. The exercise of management's rights shall not, when these rights are exercised in accordance with Section 4.1, Management Rights, constitute a lock-out.

Section 6.3 Violations – If it is contended that an employee discharged for a violation of this Article 6 did not in fact commit such violation, the discharge may be processed as a grievance by initiating action in Step Three of the Grievance Procedure. The grievance shall be processed in accordance with the Grievance Procedure from there on and may be taken to arbitration.

Section 6.4 Forced Curtailment – In the event that DOE may order a curtailment of operations at the Idaho National Laboratory (INL) site that will affect the bargaining unit employees covered under this agreement, the following will apply:

- Work will not be done as under normal circumstances. Management will attempt to follow the contract as closely as possible. The Anti-Deficiency Act (ADA) allows for performance of work that enables us to maintain sufficient protection against the threat of harm to human life or property and does not allow for costs to be incurred that have not been appropriated.
- Senior employees will be allowed to replace junior employees on excepted positions if the senior employee is qualified and holds all required certifications, licenses, and clearances. Employees, who have chosen to replace junior employees during the curtailment, shall return to their bid positions once the curtailment ends.
- If employees are called in to work during the curtailment, seniority shall be followed, using the senior volunteer, junior force concept. However, if an emergent situation arises junior qualified personnel may be called in lieu of seniority.
- Employees who are on curtailment leave will not be paid severance pay. The curtailment is not considered a lay-off or normal reduction in force.
- Shoe vouchers, safety glasses vouchers, and meal tickets will not be honored during the curtailment period.
- Use of “029” pay code (time off with pay for union business) may be honored during the curtailment period.
- Licensing Fees will not be paid during this curtailment but will be deferred until the Company receives appropriation allocations.
- Union Dues will not be collected from employees who are not working and are in a non-pay status. Employees working or in an active pay status will have dues deducted from their pay (if they have signed and submitted an authorization form prior to the curtailment of operations).
- Upon the conclusion of the curtailment, BEA will return to normal operations and will return all employees to work as promptly as possible.

Depending on funding, benefits may or may not continue. This will apply to INL, as a whole, under the “Me Too” concept.

ARTICLE 7
UNION COMMITTEE AND EMPLOYEE REPRESENTATION

Section 7.1 Union Committee – The Company agrees to recognize a Union Committee. Committee members shall be employees of the Company who are in the bargaining unit covered by this Agreement. The Union will keep the Company advised of the names of said committee members. A minimum of one (1) Union member will be on the MFC Employee Safety Team (EST).

INTENT: Committee is intended to consist of one member from each represented group(s). Committee is intended to ensure voices are heard, and issues are raised and addressed in a timely manner.

Committee member(s) will attend scheduled meetings, participate in contract negotiations, and shadow accident investigations.

Section 7.2 Meetings with Union Committee – Representatives of the Company shall meet with the Union Committee at mutually agreed upon times. Unless by mutual agreement, there will be one (1) Workman's every ninety (90) days. The purpose of the Workman's Committee meetings shall be discussion of grievances, individual or mutual problems and questions arising under this Agreement. Representatives of the International Union may attend such meetings. The President of Local 652 may attend such meetings as an observer. If the President of Local 652 is an employee of the Company, he may attend such meetings as an active participant. Committee members shall not lose pay for the time scheduled to have been worked by reason of attending meetings under this Article and Article 8.

Section 7.3 Union Representative Pay and Management Communication – The Union Representative will be permitted to confer during working hours with Management on matters relating to employer-employee relations, without loss of pay. Represented employees are permitted to confer with their Representatives without a loss of pay.

INTENT: The intent of this section is to protect Representatives in dealing with represented employee issues related to the contract. This section also allows represented employees to speak with their Representatives. Open dialogue between represented employees and Management is encouraged for issues not involving contracts or union business, but direct dealing is not condoned. Contractual issues and union issues are to go through Union Representatives, who will then bring the issues to management.

Section 7.4 Union/Management-Negotiation Committee – Subject to the Company operational requirements, if one of the committee members is a shift worker, the Company will use its best efforts not to require that member to work any shift other than the dayshift on days scheduled as negotiation days.

INTENT: Allow for growth and allow ample time to address issues during negotiations. Incidents is not referring to critiques or fact findings.

Section 7.5 Accident/Incident Reports – The Union will appoint a member from the MFC Unit as an observer to the Accident or Incident Investigation Committee (for Type A or B incidents) when a represented employee is involved. Upon request and subject to the review and editing of the Company's Legal Counsel, the appointed Union representative and the affected employee may review the final investigation report. If the Company decides to take disciplinary action against the Union member involved, a copy of the report will be given to the Union, and the employee at that time.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURES

Section 8.1 Grievance Defined – For the purpose of this Agreement, a grievance is defined as difference of opinion between the Company and the Union or between the Company and an employee with respect to the meaning or application of any provision of this Agreement.

Section 8.2 Individual Grievances – Any employee shall have the right to present a grievance to, and discuss it with, the Company management and to have such grievance adjusted, without the intervention of a representative of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that a representative of the Union has been given an opportunity to be present at such adjustment.

Section 8.3 Procedure on Suspension or Discharge – In the event of a suspension or discharge, the employee involved or the Union may file a grievance in Step Three of the Grievance Procedure based upon a complaint that the suspension or discharge violated a provision of this Agreement; provided that the grievance is filed within ten (10) days from the date of notice to the employee of the suspension or discharge, and if more than ten (10) days elapse, the employee and the Union shall be barred thereafter from processing a grievance involving the suspension or discharge. Whenever an employee is suspended or discharged, written notice including a statement of the reason for the action being taken, will be furnished to the suspended or discharged employee at the time of the suspension or discharge. If requested by the employee a Union Official will be present for the action being taken.

Section 8.4 Handling Grievances – Union officers and employee-members of the Union Committee may not solicit but may receive and process grievances (as provided in this Article 8) on the premises of the Company during their working hours except where any such activity unreasonably interferes with their work. No Union officer or employee-member of the Union Committee or other employee shall leave his work for the purpose of processing a grievance without first receiving permission from his supervisor.

Section 8.5 Grievance Compensation – In the event a grievance is settled between the Union and the Company at the Third Step of the grievance procedure, and such settlement involves compensation to bargaining unit members, the Company will have such costs charged to the department/division involved in the situation which led to the grievance.

Section 8.6 Probationary Employees – During his probationary period an employee may be terminated at the discretion of the Company. Grievances may be presented in connection with the termination of probationary employees, but such matters may not be carried to arbitration. See Section 11.7 for definition of probationary employees.

Section 8.7 Records of Disciplinary Actions and Disciplinary Notices

Any unsatisfactory warning or notice which is to be filed as a matter of record shall be filed within thirty (30) calendar days (unless extended by mutual agreement) of knowledge of the occurrence and shall be brought to the attention of the employee within said period excluding days the employee is off work on approved leave. The employee shall be given two (2) copies of such warning or notice. The employee shall sign such warning or notice indicating that the matter was brought to his attention and his signature signifies an understanding of standards and expectations. If an employee requests representation during matters discussed under this subsection, the Union Representative will be in attendance. Bargaining unit personnel will be treated consistently with other Company employees under management procedure(s) governing disciplinary action. Verbal warnings will be kept in the Manager's file. Written Notices will, as a matter of record, be kept in the official personnel file maintained by Human Resources.

INTENT: We've chosen to incorporate language that specifies how the disciplinary process is entered, how records are issued and dispensed, and what is expected in conversations with an employee. The conversation and signature are about understanding standards and expectations, not an admission of guilt.

8.7.1 Removal of Verbal Warnings – Verbal warnings are documented verbal reprimands and shall remain in the employee’s manager’s file for twelve (12) months. After twelve (12) months, if there has been no further disciplinary action, the verbal warning will be removed.

8.7.2 Removal of Written Notices – Written Notices are documented reprimands or documented disciplinary action for more serious employee deficiencies and will, as a matter of record, be kept in the official personnel file maintained by Human Resources. Such notices shall warn employees that further reoccurrence may result in further disciplinary action, including suspension or dismissal, and will remain in an employee’s file for twelve (12) months. After twelve (12) months, if there has been no further disciplinary action, the notice will be removed.

8.7.3 Removal of Written Suspension Notices – Written suspension notices are documented disciplinary action for the more serious employee deficiencies and will, as a matter of record, be kept in the official personnel file maintained by Human Resources. Such notices shall warn employees that further reoccurrence may result in further disciplinary action, including dismissal, and will remain in an employee’s file for eighteen (18) months. After eighteen (18) months, if there has been no further disciplinary action, the notice will be removed.

8.7.4 Personnel Action Advisory Group (PAAG) Committee Representation – In the event the PAAG is held for a USW represented employee, the Company agrees to meet with a Union Representative prior to the PAAG to discuss facts of the investigation. The union reserves the right to submit a written statement that will be presented in the PAAG.

Section 8.8 Grievance Procedure – All time limits in this Article are exclusive of non-work Fridays, Saturdays, Sundays, and days recognized as holidays. Extensions of time may be made by mutual consent of the parties and such extensions shall be arranged or confirmed in writing. A sixteen (16) day time limit for filing a written grievance begins at 4:30 p.m. on the day when the employee or Union representative has knowledge of occurrence of the grievance. If more than said sixteen (16) days elapses, the employee and the Union shall be barred thereafter from processing the complaint as a grievance. The time limit for the second and third steps begins at 4:30 p.m. on the day a written grievance is filed or a written response to a grievance is rendered. The Company and the Union mutually agree to use their best efforts in providing adequate information to support the processing of grievances and grievance answers. Grievances shall be processed in accordance with the following procedure:

- Step One:
- a) The employee and/or Union Representative shall discuss any complaint with his immediate supervisor. If a satisfactory understanding or adjustment is not reached within four (4) working days of notification, then go to (b).
 - b) The employee may discuss and resolve the complaint with the Unit President and next level of Management.

At any time in Step One the Unit President and/or Management may discuss the complaint with a Labor Relations Representative.

If a satisfactory understanding or adjustment is not reached within twelve (12) working days, the employee may present a grievance in Step Two.

- Step Two:
- The employee and/or Union Representative shall present the grievance in writing to the appropriate Manager and the Labor Relations Representative and advise the supervisor that such complaint is being filed as a grievance under Step Two of this section. The appropriate Department Head shall render his decision within sixteen (16) days after presentation and a copy will be delivered to the Union Committee Chairman and the Labor Relations Representative. In the event the Manager fails to render a written decision within sixteen (16) days, the grievance will automatically be placed on the agenda for the next Workman’s Committee meeting.

Step Three: Failing to reach a satisfactory understanding or adjustment, the grievance shall be presented in writing to the Labor Relations Manager within sixteen (16) days of the appropriate Manager's decision. The written grievance shall be considered at the next meeting with the Union Committee. However, an emergency meeting may be called by mutual agreement at any time. If the grievance is presented by the Union and a satisfactory understanding or adjustment is not reached with the Union Committee, the Labor Relations Manager shall render to the Union Committee Chairman the Company's decision in writing within sixteen (16) days of such meeting.

Section 8.9 Arbitration Procedure – Any controversy with respect to the meaning or application of any provision of this Agreement which has been processed through the Grievance Procedure and not satisfactorily reconciled in Step Three of the Grievance Procedure may be submitted for arbitration by the Union by notifying the Company in writing no later than twenty-one (21) calendar days after the final decision in Step Three of the Grievance Procedure is received by the Chairman of the Union Committee and also shall be submitted to the Federal Mediation and Conciliation Services (FMCS). The parties shall attempt to agree on an impartial arbitrator. If after sixty (60) calendar days following the final decision in Step Three of the Grievance Procedure the parties have not agreed upon an impartial arbitrator, then the Union and the Company shall request the Federal Mediation and Conciliation Service to assist in selection of an arbitrator in accordance with its rules. The proceeding shall be conducted in accordance with the Voluntary Arbitration Rules of the Federal Mediation and Conciliation Service, provided however, that in the event of any conflict between said Rules and this Article, the provisions of this Article shall govern. The parties shall submit the grievance to be arbitrated in a written stipulation to the Arbitrator. Each party shall bear its respective expenses including one-half of the expenses and fees incident to the service of the impartial arbitrator. Either party may arrange for a stenographic transcript of the proceedings at its own expense, provided, however, that if the other party desires a copy of the transcript, it shall bear one-half of the total cost of the reporter and transcript. Upon mutual agreement between the parties, a limit may be placed on the amount of time to be allowed for the arbitrator's written decision.

Section 8.10 Authority of Arbitrator – The decision of the Arbitrator shall be rendered in writing and shall be final and binding upon the Company, the Union, the employee or employees involved, and all other employees represented by the Union. The Arbitrator may consider and decide only the particular grievance or grievances presented to him in the written stipulation of the Company and the Union, and his decision shall be based upon the facts which are relevant to his function of interpreting and applying the provisions of this Agreement. The Arbitrator shall not have the right to make any punitive awards nor shall he have the right to amend, take away, modify, add to, change, or disregard any of the provisions of this Agreement. If the Arbitrator finds that a discharge or suspension imposed by the Company is in violation of this Agreement, or has been applied in a discriminatory manner, he may set aside or modify the particular penalty. In cases of grievances involving loss of time or money, the parties may agree to, or the Arbitrator may order, reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to ten (10) days before the date the grievance was submitted in writing in the Grievance Procedure.

Section 8.11 Expedited Arbitration Procedure for Discharge Cases Only – In the event of a discharge, and if a Step Three grievance is filed and not satisfactorily resolved, and upon mutual agreement between the Company and the Union, the parties will immediately initiate the following expedited arbitration procedure:

- (a) Arbitrator - An arbitrator will be selected from the first panel of arbitrators provided by the Federal Mediation and Conciliation Service.
- (b) Transcripts - No transcripts will be taken at the arbitration hearing, unless mutually agreed upon by both parties, and all associated costs will be equally shared.
- (c) Opening Statements - Each party may present verbal opening statements to identify issues and facts.
- (d) Summation Statements/Written Briefs - Each party may present either verbal summation statements at the end of the hearing or written briefs on a mutually agreed upon date at the closure of the hearing.

ARTICLE 9 HOURS OF WORK

Section 9.1 Definitions and Procedures

A. Definitions:

The **workweek** of each employee shall consist of the seven (7) consecutive twenty-four (24) hour periods.

The **workday** of each employee shall commence with the time each calendar day at which the employee is scheduled to start work and shall run for the next twenty-four (24) hours.

Basic hourly rate is defined as the hourly rate of an employee, excluding any premium pay.

Regular hourly rate is defined as basic hourly rate plus the shift premium provided in Section 10.8 Shift Premium, if any.

Day workers as used in this Agreement are employees who are regularly scheduled to work days per section 9.2

Shift workers as used in this Agreement are employees who are scheduled to work schedules as defined in Section 9.2.

B. Procedures:

Day workers will be scheduled for ten and one half (10.5) hours with an off-duty lunch period of thirty (30) minutes reasonably near the middle of his shift. Schedule exceptions may be made for Friday, Saturday, Sunday, and holiday work. Day worker employees who are scheduled to work a Friday, Saturday, Sunday, or holiday will not be scheduled for an off-duty lunch period but will be afforded the opportunity to exercise the provisions of Section 10.11 Rest Periods.

Employees on shift assignment will not be scheduled for an off-duty lunch period but will be afforded the opportunity to exercise the provisions of Section 10.11 Rest Periods.

Weekly Schedules of work for all shift workers shall be posted by the Company at least one (1) week in advance.

Reasonable time will be allowed for employees to return tools and other Company equipment at the end of the shift on Company time, taking due account of the distance of their work from check-in place and the nature of the tools to be handled. There shall also be a reasonable period for wash up at lunch time and quitting time.

Section 9.2 Schedules of Work

4X10 Schedule Workers – This schedule will be four (4) consecutive days within the workweek. Workers will be scheduled for ten and one-half (10.5) hours with a thirty (30) minute unpaid lunch period. Start times will be between 6:00 a.m. and 10:00 a.m. Release times will be ten and one-half (10.5) hours later between 4:30 p.m. and 8:30 p.m.

INTENT: Paid lunches do not apply to a regular scheduled workweek. Sliding 12-hour days does not have to be contiguous days. The Company recognizes that there are multiple options for sliding 12s, such as 4 on 4 off, 5-5-4, etc., so the section was kept general to allow for flexibility.

Rotating Shift Workers – The daily schedule shall normally consist of twelve (12) hours of work, 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m., based on either thirty-six (36) or forty-eight (48) hours of work per workweek. Rotating Shift Workers rotate between days and mids.

Sliding 12 Schedule Workers – The daily schedule shall normally consist of twelve (12) hours of work, 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. Hours of work are based on either thirty-six (36) or forty-eight (48) hours per workweek. Sliding 12 Schedule Workers do not rotate shifts between days and nights.

Fixed Shift Workers – The daily schedule shall normally consist of eight (8), ten (10) or twelve (12) hours of work. The weekly schedule shall normally consist of forty (40) hours of work for eight (8) and ten (10) hour shifts and forty-eight (48) hours of work for twelve (12) hour shifts.

This section shall not be construed as a guarantee of a minimum number of hours of work per day or per week, or pay in lieu thereof, nor a limitation on the maximum number of hours per day or week which may be required to meet operating conditions. In the event the Company deems it necessary to change the daily or weekly schedule, as stated in Section 9, the Company will notify the Union at least seven (7) days in advance. If requested by the Union, the Company will meet with the Union Committee for the purpose of discussion prior to implementation.

Flextime Usage – Represented personnel may be able to use flextime with the following guidance:

- Only with their manager's prior approval
- The work schedule will not be adversely affected
- Meaningful work can be performed
- Flextime can only be used during the regular scheduled work week

EXAMPLE: On a 4X10 schedule Monday through Thursday flextime may be used, but cannot be used Friday, Saturday, or Sunday. This may cause issues with scheduled and non-scheduled overtime.

ARTICLE 10

PREMIUM PAY AND OVERTIME

Section 10.1 Premium Pay for Day Workers – Premium pay will be paid as follows:

- a) An employee will be paid one and one-half (1.5) times his regular hourly rate for all hours worked in excess of forty (40) hours in any workweek. PL hours taken in combination with hours worked during a week will be counted toward the computation of overtime.
- b) An employee will be paid one and one-half (1.5) times his regular hourly rate for all hours worked on a day recognized as a holiday.

Overtime or premium payment for any hour worked eliminates that hour from consideration for payment on any other basis. If time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

Section 10.2 Premium Pay for Shift Workers – Premium pay will be paid as follows:

- a) An employee will be paid one and one-half (1.5) times his regular hourly rate for all hours worked in excess of forty (40) in any workweek and thirty six 36 hour scheduled workweek for twelve (12) hour shifts (including hours which overlap into a new workweek). PL hours taken in combination with hours worked during a week will be counted toward the computation of overtime.
- b) An employee will be paid one and one half (1.5) times his regular hourly rate for all hours worked on an actual holiday.

INTENT: A shift worker who takes 48 hours of PL on a regularly scheduled 48-hour week, will still be paid for 40 hours of regular time and 8 hours of overtime. Shift workers will not be penalized for using their benefits.

Overtime or premium payment for any hour worked eliminates that hour from consideration for payment on any other basis. If time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

Section 10.3 Guarantee of Pay on Call-in

A call-in is defined as an assignment of extra work not continuous with the employee's regular scheduled shift, for which he was notified to report after he left the Company premises. When an employee gets called-in, he shall be paid for two (2) hours of travel time counted as hours worked, plus actual hours worked, but in any event, the employee shall be guaranteed four (4) hours of pay at one and one-half (1.5) times his regular hourly rate.

INTENT: Management team will provide employee 4 hours of meaningful work when called-in, if the employee chooses to work less than four hours, they will still receive a minimum of 4 hours pay at 1.5 times the regular hourly rate. An employee called out for less than a 4-hour job/task, can leave after job is completed with approval from management.

Examples: Work for 30 minutes = you will be paid 4 hours. Work 2 hours = you will be paid 4 hours. Work for 3 hours = you will be paid 4 hours. Work 4 hours or more = you will be paid all hours worked plus 2 hours for travel time to and from the job. Work less than 4 hours = travel time is not included.

Section 10.4 Minimum Pay for Reporting to Work – Whenever an employee reports to work at the Company in accordance with the instruction of supervision, he shall receive not less than two (2) hours in town or four (4) hours pay at his regular hourly rate for site employees.

Section 10.5 Early Report – Employees notified/assigned to report early for work before the end of his shift will be paid in accordance with 10.1.

Section 10.6 Change of Schedule – When an employee's schedule is changed from one established shift to another without at least forty-eight (48) hours' notice prior to the start of their regularly scheduled shift, or the start of the new shift, whichever comes first, such employee shall receive pay for the time worked on the first day of the new shift at the rate of one and one-half (1.5) times his regular hourly rate. No employee shall lose any scheduled time or pay by reason of having worked overtime or by reason of shift changes made at the request of the Company. The above will not be binding in cases where employees are not able to enter or leave INL because of weather or other extreme emergency situations. This section shall not apply to employees requesting a change to their schedule.

INTENT: Schedule changing is defined as changing someone from days to mids or mids to days, not changing someone's workday(s) within a workweek. Management recognizes the inconvenience of asking a worker to change their schedule with little to no notice.

Section 10.7 Shift Selection – The Company will establish all shift, staffing, and qualification requirements. Assignments will be made in accordance with the following:

- (a) Regular rotating shift and sliding shift assignments as defined in Section 9.2 will be bid annually during the first two (2) weeks of each calendar year. These assignments shall be offered to the employees with the most seniority, in descending order, in the job assignments. If the shift assignments are not filled, the employees with the least seniority in the job assignments, in ascending order, will be required to fill the shift assignments.
- (b) Fixed shift assignments as defined in Section 9.2 will be filled as follows:

The Company will request volunteer(s) from employees within the job classification(s) to fill the required fixed shift assignment(s). Volunteers must agree to work for a minimum of two (2) months or for the duration of the assignment if the assignment is less than two (2) months. If the assignment(s) are not filled, the employee(s) with the least seniority in the job classification(s), in ascending order, will be required to fill the fixed shift assignment(s).
- (c) Employees without a proper qualification(s) i.e. security clearance or in their probationary period, will be ineligible to fill rotating assignments.
- (d) Should the USW Local 652's President or Vice-President, representing BEA employees, be a BEA employee and assigned to an off-shift assignment, he will automatically be assigned to the day shift position in that job assignment.

Section 10.8 Shift Premium – A premium of ten percent (10%) per hour will be paid to an employee who works a shift in which one-half (0.5) or more of the regularly scheduled hours of work fall between 7:00 p.m. and 7:00 a.m. Rotating Shift Workers will receive a ten percent (10%) premium on Saturday and Sunday day shifts. Sliding 12 Schedule Workers will receive a premium of three percent (3%) per hour, for all hours worked.

INTENT: The Company intends to pay shift premium regardless of the day worked, from 7 p.m. – 7 a.m. (mids).

Section 10.9 Authorization for Premium Time – No premium time shall be worked unless first authorized by the employee's supervisor.

Section 10.10 Consultation with Occupational Medical Program (OMP) – Any employee who is expressly required by a supervisor or any other representative of management to report to OMP outside of his regularly scheduled working hours will be paid for all time spent in consultation or examination at his regular hourly rate, plus overtime if applicable, but in any event the employee shall be guaranteed two (2) hours pay at his regular hourly rate.

This section shall not apply to the following:

- 1) Any time spent in investigating, handling, or processing a grievance, as covered in Article 8.
- 2) Call-in, reporting, or early report guarantees covered in Sections 10.3, 10.4, and 10.5.
- 3) Where the employee is already receiving pay for excused absence (e.g. disability leave, military leave, workers compensation etc..) on the workday on which the consultation or medical examination occurs.

Section 10.11 Rest Periods – Each employee will be granted two (2) fifteen (15) minute rest periods per shift, to be taken at times determined by the supervisor.

Section 10.12 Overtime – It is the policy of the Company to limit overtime assignments to a reasonable level except under compelling circumstances. Consistent with this policy the Company will establish:

- 1) The need for overtime assignments.
- 2) The number of employees required to perform those assignments.
- 3) The skill level required to perform those assignments.

Section 10.13 Overtime List – The USW/MFC Unit President or designee will establish and maintain Overtime Lists, which will include all MFC managed facility employees based on assignments and duties that they regularly perform. In the event that a represented employee makes a mistake on the Overtime Lists, it will not be subject to the grievance process.

INTENT: Overtime is offered to 1st class qualified technicians, then 2nd class qualified technicians. Non-qualified technicians may be brought in for observation/hands-on training in addition to qualified technicians but are not used to execute work in lieu of qualified technicians. The practice for averaging overtime pertains to new hires, employees returning from approved leave (after ninety (90) days), employees obtaining qualifications, employees hired into a different classification, etc.

- a) **Assigning Overtime** – Overtime will be offered to the available employee(s) with the least number of hours recorded on the Overtime List in each specific job classification. Should an employee choose not to work, the employee with the next lowest overtime hours will be offered the assignment until all employees in that job classification have been asked. If all employees in a job classification on the Overtime List choose not to work, the employee(s) with the lowest number of overtime hours will be required to work the overtime assignment.
- b) **Overtime List Updates** – A current Overtime List will be updated and maintained for each specific job classification.
- c) **Averaging Overtime Hours** – For fairness and equity, employees who are added to a work group will be assigned an average number of overtime hours within the group.
- d) **Continuity** – Work assignments which are started during the regular workday or shift and extend into an overtime situation for day workers, or beyond normal day work hours for shift workers, may be finished by those employees who were originally assigned to the work in order to complete that assignment.

Section 10.14 Availability for Overtime – An employee is not available for overtime if he cannot be contacted in person or by telephone.

Bargaining Unit employees may volunteer for, but will not be forced to work, overtime assignments for the period of time starting with their scheduled quitting time prior to scheduled Personal leave, until the time they are scheduled to report back to work.

INTENT: Allow employees to volunteer for overtime during scheduled PL. Protect employees from being forced to work overtime during scheduled PL.

An employee is not available for overtime if he is away from the site on official Company business.

10.14.1 Unqualified Employees – An employee may be bypassed for an overtime assignment if he is not qualified to perform overtime work due to physical limitation, illness, radiation exposure, or lack of qualification/certification, etc.

Section 10.15 Required Overtime – In the event an employee with the lowest number of hours on the skill/job overtime list is required to work and refuses the overtime or doesn't report for the overtime assignment, he will be subject to the discipline process.

Section 10.16 Emergency Conditions – The Company will determine when an emergency exists and will take action reasonable and appropriate to the circumstances to stabilize the emergency condition. In the event that employees are called in, they will be called in according to Section 10.13.

If an emergency exists as deemed by the Company, all employees are considered available for overtime.

Unless an emergency condition exists, as deemed by the Company, no employee shall be offered two (2) consecutive double-shift work assignments.

Section 10.17 Overtime for Union Officers – Union officers (i.e., President, Vice President, Unit President, Unit Committee representative, Trustee and Secretary) shall not be required to fill an overtime slot in the event that they are on official Union business.

Section 10.18 Avoidance of Overtime – An employee shall not be required to take off any time for overtime worked nor will an employee's schedule be changed to avoid payment of overtime to him.

Section 10.19 Zeroing Overtime Lists – On January 1st of each calendar year, the overtime status of covered employees on the Overtime Lists will be reduced to zero. After Overtime Lists have been zeroed, overtime will be offered to the employees with the most seniority in descending order, until a new list is established.

Section 10.20 Overtime Adjustments – When the Company and Union jointly determine that a qualified employee has been improperly by-passed for an overtime assignment, the affected employee will be offered the next available overtime that he is eligible/qualified to work and the matter is resolved.

Section 10.21 Overtime Lunch Periods – Any employee who is required to work more than ten (10) consecutive hours (excluding the regular lunch period) shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay. Any employee who is called in by the Company for emergency work outside of his regularly scheduled hours of work for a period of more than four (4) consecutive hours shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay.

Section 10.22 Per Diem for Missed Meals – The GSA per diem lunch rate (subject to payroll taxability) for the missed meal will be paid in situations where employees are unable to furnish their own meals due to unscheduled overtime or an unforeseen circumstance.

INTENT: The intent of this section is to provide meals for those employees who are unable to furnish meals themselves, due to unscheduled overtime.

The Company will not pay per diem to employees who know about the overtime before they come to work and can reasonably be expected to provide their own meals.

Section 10.23 Overtime Lists – The Overtime Lists will be established for the following skill/job classifications:

- Electrician
- HVAC/Refrigeration
- System Mechanics
- Carpenters
- EO/HEOs
- Welders
- Painters
- Plumber/Fitters
- Vehicle/Equipment Repair
- Sheet Metal Mechanics
- Fabrication Specialists
- Manipulator Repair
- Back Shift Nuclear Operators
- Material Supply
- Laborers

Section 10.24 Overtime Eligibility for Employees on Temporary Upgrade – An employee on temporary upgrade will be eligible for overtime assignments in his regular classification for one week. The qualified employee on temporary upgrade will then be eligible for overtime assignment in the upgrade classification after one full work week in said classification. The employee will be brought into the upgrade classification overtime roster with hours equal to the average hours on the roster. Once such employee is eligible for overtime assignment in the upgrade classification, he will not be eligible for an overtime assignment in his regular classification until he returns to continuous work in his regular classification. Continuous work in his regular classification will be defined as assignments of one day or greater. Personal Leave, Holiday, and training will not constitute a break in upgrade for overtime eligibility.

Section 10.25 Miscellaneous Overtime Occurrences

- a) **Travel** – Overtime incurred on travel assignments will be excluded from the Overtime Lists.
- b) **Built-in Overtime** – Overtime incurred due to work schedule on built-in overtime will be excluded from the Overtime Lists. Example: Sliding, Rotating, Shift, etc. See Section 10.13.
- c) **Helper Program Overtime** – Helper overtime is tracked on the Overtime List for the work classification for which they are assigned.

ARTICLE 11 SENIORITY

Section 11.1 Seniority Defined – Each employee shall accumulate seniority in the classification in which he is employed from the date of assignment into that classification.

It is understood that when more than one employee on the same day enters the same job classification to which seniority applies, then the employee(s) with the highest last four (4) digits of their Social Security number shall have the most seniority for the purposes of this section.

Section 11.2 Hire Date – is defined as the date of hire on any regular, full-time basis under the USW/MFC unit collective bargaining agreement.

11.2.1 Classification Date – is defined as the length of service on a regular, full-time basis in any of the USW /MFC unit collective bargaining agreement job classifications.

11.2.2 Benefit Date – is defined as the length of service for the purpose of calculating employee benefits such as eligibility for personal leave, severance pay, and vesting in the INL Employee Investment Plan.

Section 11.3 Reduction in Force – In the event of a reduction in force within any job classification/skill, the employees with the greatest seniority shall be retained for available jobs within the job classification/skill. An employee subject to being laid off may choose, in lieu of the layoff, to exercise his seniority by being downgraded at that time to any lower-paid job classification in which he has sufficient seniority, according to unit seniority

When layoffs are being considered, the Company may solicit input from the MFC Unit President. Within forty-eight (48) hours' notice, the Company will inform the Union and allow the Union to propose alternatives or present volunteers for layoff.

11.3.1 Reduction in Force Due to Classification Abolishment – In the event of a reduction in force due to the abolishment of a classification, the affected employee(s) will be offered employment in opening in other classifications before the Company hires from the outside, provided the employee(s) meets entry level requirements to perform the required work. The Company will provide the appropriate training.

11.3.2 Recall – In the cases of a restoration in force within a job classification, employees on layoff, or those employees who (in accordance with Section 11.3) accepted a lower-paid job classification in lieu of layoff or who were reinstated in such lower-paid job classification while on layoff, will be recalled in the order of their seniority. Employees subject to recall shall be notified by registered letter, return receipt requested, mailed to the last address on record in the Company's Human Resources Department.

INTENT: Refer to Section 11.6 for recalled employees, regarding loss of seniority.

11.3.3 Subcontracting for Layoffs – BEA shall not subcontract or otherwise transfer in whole or in part any work covered by the agreement to be done at all MFC managed facilities, when such subcontracting is for the sole purpose of laying off bargaining unit employees.

INTENT: Management discussions with Union Rep regarding voluntary layoff is allowed. The Company is interested in preserving all qualified employees and exploring options to find the best combined interest and options. This could include senior employees volunteering to be laid off in lieu of a junior employee, transfers to another classification, transfers within the company, etc.

Section 11.4 Posting of Vacancies – When a job opening occurs, it shall be posted on the Union bulletin boards for a period of five (5) days, closing at 11:59 p.m. on the fifth day. The Company may elect to post at any paygrade based on need, e.g. Helper, 2nd Class, or 1st Class. Any employee who desires to bid for such

opening shall submit notice to Labor Relations with a copy to the Union within the five (5) day period. An employee absent from work for any reason during the bidding, shall be given two (2) days upon his return to work to submit his bid, provided that he must return within twenty (20) days from the date of posting.

The Company will interview and select the most qualified candidate based on aptitude, experience, attitude, and work ethic. In cases where the Company determines that employees are relatively equal in qualifications, selection shall be according to seniority.

The selected employee shall be assigned to the job as promptly as possible. The seniority of the successful bidder will start on the day the job offer is accepted. The time limits in this section are exclusive of Saturdays, Sundays, Fridays, and days recognized as holidays.

11.4.1 Vacancies Created by Bids – Vacancies created by the transfer of successful bidders will not be subject to bidding and will be posted. Postings are available to all employees independent of represented status.

INTENT: It is the Company's intent that the Union is aware of all vacancies created by bids. This Section is intended to apply to transfers only. This Section allows the Company to exercise the ability to openly post for backfill positions, after the Company has promoted from within.

Definitions

A "*promotion*" is defined as an increase in pay based on qualifications and time-in-grade.

A "*transfer*" is defined as a change from one job classification to another job classification within the bargaining unit through successfully bidding on an open position.

"*Qualified*" is defined as having the aptitude, experience, attitude, and work ethic required to satisfactorily perform the primary activities as listed on the position description for the job opening.

INTENT: A qualified employee will be assigned work at their qualified level while awaiting time-in-grade for promotion.

Section 11.5 Promotion within a Job Classification

When an employee obtains the requisite qualifications and time-in-grade they will be promoted to the next higher paygrade within their job classification.

INTENT: If a represented employee within a job classification becomes qualified for a higher-level position within the same classification, that employee may be promoted without posting for a vacancy or going through the bid process. An employee who is promoted will be paid the appropriate wage rate for said job classification, as defined in Appendix A, Schedule of Wages, immediately upon the effective date of the action.

Section 11.6 Loss of Seniority

An employee shall lose his seniority when:

- (a) He has been laid off from work eighteen (18) continuous months.
- (b) He has been laid off and fails to report for work within fourteen (14) calendar days after written notice of recall (registered letter, return receipt requested) has been sent to the latest address appearing in the Company's records.
- (c) He has been on leave for eighteen (18) continuous months (except for Union business).
- (d) His employment is terminated (resignation, release, retirement, or discharge for just cause).

It will be the employee's responsibility to keep the Company informed as to his current address. An employee re-employed after loss of seniority caused by any of the foregoing reasons shall be considered as a new employee.

Time in layoff status shall not be included as service time.

Section 11.7 Probationary Employee – A new employee shall be considered a probationary employee until he has had one-hundred eighty (180) days of service. His service date will then date from his original date of entry into the bargaining unit.

Section 11.8 Temporary Employees – Employees hired by the Company for a specified period of time, not to exceed one (1) year, will be considered temporary employees. These employees shall be subject to all regulations applicable to fulltime employees. The Company will discuss any extension, termination, or modification of such appointment with the Union prior to the Company taking such action.

Temporary employees in the bargaining unit are entitled to participate in all Company benefit programs in the same manner as all other temporary employees at BEA.

Temporary employees are ineligible for internal bidding.

In the event of a reduction in force in any job classification, regular employees shall be reduced only after all temporary employees in that classification are terminated.

Any modifications to existing policy that affect all other temporary employees at BEA will be applicable to temporary employees in the bargaining unit.

Temporary employees may be converted to regular full-time employees. The Company reserves the right to interview all temporary employee candidates and fill any fulltime position(s) that becomes available. This status change will not be subject to the bidding process. In all cases, time spent as a temporary employee will be credited to the new hire probationary period and their seniority date will be their original hire date.

Section 11.9 Part-time Employees

- a) It is understood the definition of part-time is an employee hired by the employer to work less than forty (40) hours per week.
- b) It is agreed that the Company may employ part-time employees for work in connection with and needed to supplement regular, full-time employees during absences and for workload requirements. It is recognized that it is not the Company's intention to replace regular full-time employee/position with part-time employees. The number of part-time employees will not exceed twenty percent (20%) of the bargaining unit.
- c) During their employment, part-time employees shall accumulate seniority from the date of employment in their respective classification on a separate seniority list titled part-time seniority. Part-time employees will only have seniority among part-time employees in their respective classification. To fill a full-time bargaining unit position, qualified part-time employees in the classification will be offered the position. Part-time employees progressing to regular, full-time status will accumulate seniority on the full-time seniority list in their classification from the first full day of continuous employment as a regular, full-time employee.
- d) In the event of resignation or termination for just cause, part-time employees are covered under all applicable procedures in the Working Agreement and grievance procedures.
- e) In the event of reduction in force, a regular full-time employee may displace a part-time employee in his classification. When a part-time employee is laid off, he will be covered by procedures in the Working Agreement, Section 11.3.2.
- f) Part-time employees shall be eligible for participation in the security plans and benefits for part-time employees, in accordance with Section 4.3, Security Plans and Benefits.
- g) Part-time employees shall receive the established base rates of pay for work which they perform. Part-time employees shall be credited with actual hours worked for determining base wage rate progression.
- h) Part-time employees shall not be eligible for overtime, temporary upgrades, or shift assignments until such time as the Company has exhausted all reasonable attempts to fill the assignment from full-time employees. Part-time employees shall receive overtime, holiday, or shift differential for work performed.

- i) A part-time employee will accumulate one (1) hour of holiday straight time pay for every twenty-six (26) straight time hours worked (excluding overtime hours). Additionally, he will receive time and one-half (1.5) for all hours actually worked on a holiday including the applicable shift differential

Section 11.10 Seniority of Supervisors – Supervisors selected from the bargaining unit shall retain the amount of seniority which they had accumulated prior to their promotion for ninety (90) calendar days following their change in job status. If a supervisor returns to the bargaining unit within this ninety (90) calendar day period after his job change, he shall be credited with all the accumulated seniority which he earned prior to his return to a position in the bargaining unit. If a supervisor returns to the bargaining unit more than ninety (90) calendar days, he shall not be credited with any seniority. It is understood that transfer back to the bargaining unit within the ninety (90) calendar days shall be at the sole discretion of the Company. Extension of the trial period may be arranged by mutual agreement in writing.

Section 11.11 Trial Periods for Transfers – An employee transferred to another classification, through successful bidding or is hired into another MFC managed facilities non-represented position, will have a trial period of ninety (90) calendar days in the new classification. If within this ninety (90) day period he is unable to perform the essential functions or obtain qualifications in the new position they may request a transfer to their former classification, he shall be so reassigned without loss of seniority, but will relinquish seniority in the new classification. Extension of the trial period may be arranged by mutual agreement in writing. In the event the trial period is not satisfactorily completed, the Union shall be notified in writing of his return to his former classification.

INTENT: This allows the company to retain an employee who transferred to a new position to return to their former classification if they were unable to perform the essential functions. A request to return to the former classification will only be allowed if evidence supports an inability to perform the essential functions or obtain qualifications.

The employee or the manager may initiate the request to be returned to the former classification, but there must be evidence or proof of inability to perform the essential functions or obtain the qualifications for the position.

Section 11.12 Seniority Lists – The Company agrees to compile and furnish to the Union a list showing the seniority of each employee in the bargaining unit as of the effective date of this Agreement and to furnish a new list to the Union annually thereafter. The Union shall have the right to request and receive one additional seniority list during each contract year.

INTENT: The Union and Labor Relations will work together to keep the Seniority List as up to date as possible.

Section 11.13 Administrative Leave – An employee returning to work from an Administrative Leave authorized by the Company shall retain the amount of seniority which he accrued prior to going on Administrative Leave. Refer to Benefits Handbook, HBK-25002.

Section 11.14 Inactive Status – An employee returning from Inactive Status authorized by the Company shall accumulate classification (where applicable) and unit seniority up to twelve (12) months while in that status. If at the expiration of his Inactive Status he is granted Administrative Leave due to continued absence due to injury or illness, he will accumulate unit seniority for an additional eighteen (18) months.

Any employee whose combined Inactive Status and Administrative Leave periods exceed thirty (30) months shall be allowed to retain all seniority accrued to him at the end of the thirty (30) month period.

ARTICLE 12 HOLIDAYS

Section 12.1 Recognized Holidays – Employees will be eligible for seventy-two (72) hours of holiday per year observed under the Company’s annual holiday schedule. If the Company increases holiday hours the contract will follow Company policy.

INL 2020 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
Wednesday, Jan. 1	10	12
Memorial Day		
Monday, May 25	10	12
Independence Day		
Friday, July 3	Friday Off	-
Saturday, July 4	Off	12
Labor Day		
Monday Sept. 7	10	12
Thanksgiving		
Thursday, Nov. 26	10	12
Friday, Nov. 27	Friday Off	-
Annual Work Shutdown*		
Friday, Dec. 25	Friday Off	12
Monday, Dec. 28	10	*
Tuesday, Dec. 29	10	*
Wednesday, Dec. 30	10	*
Thursday, Dec. 31	2 *	*
2021 Holiday		
Friday, Jan. 1	Friday Off	Holiday
Total Hours	90	90

INL 2021 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
Friday, Jan. 1	Off	12
Monday, Jan 4	10	
Memorial Day		
Monday, May 31	10	12
Independence Day		
Sunday, July 4	Off	12
Monday, July 5	10	
Labor Day		
Monday Sept. 6	10	12
Thanksgiving		
Thursday, Nov. 25	10	12
Friday, Nov. 26	Off	-
Annual Work Shutdown*		
Saturday, Dec. 25	Off	12
Monday, Dec. 27	10	
Tuesday, Dec. 28	10	-
Wednesday, Dec. 29	10	-
Thursday, Dec. 30	2 *	-
Friday, Dec. 31	Off	-
2022 Holiday		
Saturday, Jan. 1	Off	Holiday
Total Hours	90	90

INL 2022 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
<i>Saturday, Jan. 1</i>	Off	12
<i>Monday, Jan 3</i>	10	
Memorial Day		
<i>Monday, May 30</i>	10	12
Independence Day		
<i>Monday, July 4</i>	10	12
Labor Day		
<i>Monday Sept. 5</i>	10	12
Thanksgiving		
<i>Thursday, Nov. 24</i>	10	12
<i>Friday, Nov. 25</i>	Off	-
Annual Work Shutdown*		
<i>Sunday, Dec. 25</i>	Off	12
<i>Monday, Dec. 26</i>	10	
<i>Tuesday, Dec. 27</i>	10	-
<i>Wednesday, Dec. 28</i>	10	-
<i>Thursday, Dec. 29</i>	2 *	-
<i>Friday, Dec. 30</i>	Off	-
2022 Holiday		
<i>Sunday, Jan. 1</i>	Off	<i>Holiday</i>
Total Hours	90	90

INL 2023 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
<i>Sunday, Jan. 1</i>	Off	12
<i>Monday, Jan 2</i>	10	
Memorial Day		
<i>Monday, May 29</i>	10	12
Independence Day		
<i>Tuesday, July 4</i>	10	12
Labor Day		
<i>Monday Sept. 4</i>	10	12
Thanksgiving		
<i>Thursday, Nov. 23</i>	10	12
<i>Friday, Nov. 24</i>	Off	-
Annual Work Shutdown*		
<i>Monday, Dec. 25</i>	10	12
<i>Tuesday, Dec. 26</i>	10	*
<i>Wednesday, Dec. 27</i>	2 *	*
<i>Thursday, Dec. 28</i>	*	*
<i>Friday, Dec. 29</i>	Off	*
2024 Holiday		
<i>Monday, Jan. 1</i>	<i>Holiday</i>	<i>Holiday</i>
Total Hours	90	90

INL 2024 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
<i>Monday, Jan. 1</i>	10	12
Memorial Day		
<i>Monday, May 27</i>	10	12
Independence Day		
<i>Thursday, July 4</i>	10	12
Labor Day		
<i>Monday Sept. 2</i>	10	12
Thanksgiving		
<i>Thursday, Nov. 28</i>	10	12
<i>Friday, Nov. 29</i>	Off	*
Annual Work Shutdown*		
<i>Wednesday, Dec. 25</i>	10	12
<i>Thursday, Dec. 26</i>	10	*
<i>Monday, Dec. 30</i>	2 *	*
<i>Tuesday, Dec. 31</i>	*	*
<i>Wednesday, Jan 1</i>	<i>Holiday</i>	*
<i>Thursday, Jan 2</i>	*	*
2025 Holiday		
<i>Wednesday, Jan. 1</i>	<i>Holiday</i>	<i>Holiday</i>
Total Hours	90	90

INL 2025 Holiday Schedule

Holiday	4x10s	12-hour
Floating Holiday	18	18
New Year's Day		
<i>Wednesday, Jan. 1</i>	10	12
<i>Thursday, Jan 2</i>	*	
Memorial Day		
<i>Monday, May 26</i>	10	12
Independence Day		
<i>Friday, July 4</i>	Off	12
Labor Day		
<i>Monday Sept. 1</i>	10	12
Thanksgiving		
<i>Thursday, Nov. 25</i>	10	12
<i>Friday, Nov. 26</i>	Off	-
Annual Work Shutdown*		
<i>Thursday, Dec. 25</i>	10	12
<i>Monday, Dec. 29</i>	10	*
<i>Tuesday, Dec. 30</i>	10	*
<i>Wednesday, Dec. 31</i>	2 *	*
<i>Thursday, Jan 1</i>	<i>Holiday</i>	*
2025 Holiday		
<i>Thursday, Jan. 1</i>	<i>Holiday</i>	<i>Holiday</i>
Total Hours	90	90

* Indicates where employee would need to use floating holiday hours (OHF), accrued PL hours (027), or time-off-without-pay (030), if the day falls on a scheduled workday for that particular work schedule.

NOTE: Unused floating holiday hours will not be cashed out at the end of the year, and if unused, will be forfeited.

If you have questions regarding this holiday schedule, contact the Labor Relations Organization.

12.1.1 – For shift workers, if any of the above holidays fall on a Saturday or Sunday, the actual holidays shall be recognized as the holiday. For the purpose of Holiday Premium Pay for hours worked on a holiday, the premium pay period begins at 7:00 a.m. on the actual holiday and runs for the next twenty-four (24) hours.

12.1.2 – Each employee shall also receive two floating holidays (18 hours) per calendar year which shall be taken during the calendar year subject to supervisory approval based on operational needs.

12.1.3 – The Company may have a holiday curtailment during the Christmas/New Year time period, which will be mandatory for all non-essential workers. During the holiday curtailment, employees not required to work will need to record either personal leave, floating holiday, or “O” time (unpaid leave) to cover any hours above the yearly allotted seventy-two (72) hours.

Section 12.2 Holiday Pay – Employees will be paid any day recognized as a holiday not to exceed the Company Holiday Schedule.

- a) An employee who is directed to work on a day recognized as a holiday but fails to report and does not have an acceptable excuse shall not receive such holiday pay.
- b) An employee who is on inactive pay status without pay for four (4) or more working days adjacent to the holiday, or who has been laid off shall not receive such holiday pay.
- c) Pay for hours worked on a holiday shall be made under Section 9.1 in lieu of pay under this section for such hours.
- d) The twenty-four (24) hour period commencing with the employee's scheduled starting time on the calendar day recognized as the holiday shall be deemed to be the holiday for the purpose of computing pay.

Designated twelve (12) hour workers will utilize twelve (12) hours of accumulated holiday bank hours in accordance with the company designated holiday schedule. Utilization of holiday bank hours may not exceed the yearly allotted seventy-two (72) hours.

ARTICLE 13
LEAVE AND EXCUSED ABSENCES

Section 13.1 Absence on Union Business

- (a) Upon request of the Union, one employee shall be granted unpaid leave for a period not to exceed two (2) years to carry out duties as a member of the Union or its affiliates. The request shall be made in writing not less than four (4) weeks prior to the date on which the unpaid leave is to commence and shall be countersigned by the employee. The employee shall return to the Company all identification issued to him for such period. The employee's coverage under the Group Insurance programs shall be continued in force during the unpaid leave in such manner as provisions of the Group Insurance contract permit provided that the employee shall pay the required Group Insurance premiums in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) under at least monthly in advance. An employee returning from unpaid leave granted under the provisions of this subsection shall notify the Company in writing not less than four (4) weeks prior to the date of his return.
- (b) Subject to the Company's operational requirements, duly authorized Union members will be granted excused absences without pay aggregating not more than fifty-five (55) calendar days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent Union Business. Requests for absences under this subsection shall be made in writing not less than seventy-two (72) hours prior to the commencement of the requested absence. Normally not more than three (3) employees shall be granted excused absence under this subsection at the same time for periods exceeding one day in duration. Under unusual circumstances, and with explanation, the Company will consider granting absences to more than three (3) people at one time under this provision. For those business meetings consisting of one day or less a maximum of five (5) Union members may be granted excused absence without pay.

Section 13.2 Transportation Difficulties – Bus transportation to the site is not a guaranteed service. No employee shall lose scheduled time or pay because of scheduled bus service being unexpectedly detained. Other transportation delays shall be considered on an individual basis.

Section 13.3 Military Service – The Union and the Company agree to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning re-employment of employees who enter the Armed Forces of the United States Government. The parties shall have the right to rely upon and to act in accordance with any such laws, orders or rules and regulations; and any action in reliance upon or in accordance with said laws, orders or rules and regulations shall not be deemed to constitute a violation of this Agreement.

Section 13.4 Absence for Jury Duty – Any employee called to serve as a juror may be granted excused absence with pay for the period necessary, provided that when the employee receives his check for jury duty payment, he endorses it to Battelle Energy Alliance and submits it to the Accounting Department.

Section 13.5 Unusually Long Hours – If because of working unusually long hours (more than eighteen (18) in a twenty-four (24) hour period) an employee is absent, with supervisory approval, during his regularly scheduled shift, he will not be required to use personal leave, but may be allowed to take excused absence without pay.

ARTICLE 14

HEALTH AND SAFETY

Section 14.1 Conformance to Health and Safety Rules – All employees shall conform to all health and safety rules of the Company presently in effect or which may be put into effect from time to time by the Company.

An employee has the right and responsibility to stop work when they become aware of a noncompliant (poses a threat to public) or an unsafe condition (poses a threat to personnel). Once the stop work condition has been corrected work can resume.

14.1.1 – The Company and the Union agree to work together in a continuous effort to implement and maintain the intent of 10 CFR 851.

Section 14.2 Protective Clothing and Equipment – The Company shall continue to make such provisions at the Laboratory for the health and safety of the employees and to provide protective devices, clothing and other equipment necessary for proper protection at the Laboratory as is determined by the Company.

Section 14.3 Safety – The Union and the Company recognize that the Company must bear the responsibility for minimizing industrial accidents/injuries and, in fulfilling this responsibility, must establish safety regulations. Employees are encouraged to contribute to the safety program and to bring to the attention of their supervisor or Safety Representative any conditions they believe unsafe.

The Company and the Union undertake to promote the fullest realization by the individual employees of their responsibility to prevent accidents/injuries to themselves or their fellow employees. To ensure engagement between Unit personnel and Management, an Employee Safety Team (EST) position has been established (refer to Section 7.1) to be filled by a Union member and departmental safety meetings will be held as necessary.

Section 14.4 Physical Examinations for Determining Fitness for Duty – The INL Occupational Medical Program (OMP) industrial physicians are responsible for performance of medical evaluations on INL employees to determine their ability to perform assigned tasks and identify work restrictions in accordance with DOE orders. If, after consultation between the INL OMP industrial physician and an employee's personal physician and/or a recognized physician specialist as applicable, there exists a dispute between the Union and the Company as to the physical fitness of an employee to return to work or to continue to work at his regular job assignment, a board of three (3) accredited Doctor of Medicine shall be selected:

- One (1) will be an INL OMP industrial physician.
- One (1) selected by the Union.
- One (1) selected by the two (2) so-named physicians.

The decision of the majority of this board shall be final. In the event the INL OMP industrial physician and the physician selected by the Union cannot reach consensus within ten (10) days in the selection of the third (3rd) physician, the matter shall be referred to the Idaho State Industrial Commission, who shall appoint a third (3rd) Doctor of Medicine in a specialty related to the employee's impairment. Opinions and decisions of a majority of the three (3) doctors shall be final and binding.

The Company shall bear the expense of the INL OMP industrial physician and one-half (0.5) of the expense of the third (3rd) Doctor of Medicine. The Union shall bear the expense of the Doctor of Medicine of the Union's choice and one-half (1/2) of the expense of the third (3rd) Doctor of Medicine. The Company and the Union shall also share equally the cost for any additional tests and/or evaluations beyond any insurance covered costs the board of doctors unanimously agree are necessary to support its charter.

When the Occupational Medical Program (OMP) is of the opinion that an employee is no longer able, for health

reasons, to continue in his present position, the Human Resources Department will make every reasonable effort to find employment within the Company in a different position for which the employee is qualified.

Section 14.5 Toxic and/or Hazardous Material Exposure Data – Upon written request from an employee, the Company will provide such employee his available positive toxic and/or hazardous material exposure data to the extent permitted by Law.

ARTICLE 15

WAGES

Section 15.1 Wage Rates – Employees covered by this Agreement shall be paid basic hourly rates in accordance with the attached Appendix A, "Schedule of Wages", which is hereby made a part of this Agreement.

Section 15.2 New Classification – In the event that the Company establishes a new job classification within the bargaining unit in addition to those listed in the attached Appendix A, "Schedule of Wages", the Company will negotiate the basic hourly rate and the hours of work and conditions of employment, including PD, for such new classifications with the Union before any employee is assigned to such new classification.

Section 15.3 Temporary Assignment

- a) In the event an employee is given work assignments which would normally be performed by an employee in a classification with a higher starting rate of pay, he shall receive the appropriate helper rate of pay as follows:
 - i. 0-4 hours worked: paid for actual hours worked
 - ii. >4 hours worked: paid for that full day
- b) Temporary assignments shall not exceed thirty (30) calendar days in length.
- c) In the event an employee is given a work assignment which would normally be performed by an employee in a classification with a lower rate of pay, his rate of pay shall not be reduced during such temporary assignment.

INTENT: It is the intent of FMLA (Family and Medical Leave Act) to protect employee's positions and to guarantee the position will be there when FML comes to an end. FMLA. The objective is to ensure fair pay for temp assignments and to ensure that temp assignments are not used to replace an employee on FML. Our intent is to ensure fair pay for people in temp assignments and wanted to ensure that FML clearly protects jobs. Temp assignments can be used to cover work scope while employees are out and will cease upon employees return. Section (c) is meant to avoid using temp employees to avoid hiring or filling a position.

Section 15.4 Lead Upgrade – If the Company deems it necessary, it may upgrade an employee to give work direction to employees in their specific classifications and/or other crafts on specific jobs. Employees designated as lead under provision will not exceed one-hundred eighty (180) calendar days. If necessary, after this assignment, the lead will be offered to other qualified employees within the classification. If there is no interest, the same employee may be assigned to act as lead. The employee upgraded shall be paid an additional twenty-five percent (25%) of their hourly wage rate for all hours worked as Lead Upgrade. Employees in this capacity may be required to use the tools of their classification.

INTENT: The intent is to pay a fair and consistent rate for Lead Upgrade. Management will select personnel for the lead qual based on technical competence, aptitude, attitude, etc., and inform the Union Representative of such selection. Management will determine how many leads are needed in each shop and the role may be used for up to 180 days, but can be any duration within, depending on the needs of the shop. Management's intention is to rotate individuals for professional development. Having a working lead in practice should be avoided, however, in certain circumstances, the lead may be required to use the tools of their classification.

15.4.1 Job Lead – If the Company deems it necessary, it may direct an employee to act as Job Lead of a job/task. The Job Lead will be the technical point of contact for the job/task with responsibility for a solid technical outcome, but no line management responsibility. The Foreman will remain ultimately responsible for job/task. Job Leads will be paid an additional fifteen percent (15%) of their hourly wage rate for all hours worked as Job Lead.

The Job Lead position does not have line management responsibility, but is the TPOC for scoping, planning, and execution of certain high profile, high consequence corrective maintenance or modifications. This role will liaison with Engineering, RadCon, Safety and Health, etc., to ensure the package is planned correctly, the parts are obtained correctly, and participate in the execution phase of the job with ownership of the outcome. Ultimate responsibility for job performance resides with the Foreman. The role is assigned at Management's discretion for the duration of said job/task. The role may be assigned to any technically competent personnel at Management's discretion.

Section 15.5 Upgrade for Non-represented Position – If the Company deems it necessary, it may upgrade an employee to a non-represented position not to exceed one hundred eighty (180) days. In classifications that consist of less than five (5) employees only one (1) employee may be upgraded at any one time. If the assignment exceeds the one hundred eighty (180) day period, the upgrade will be offered to other qualified employees within the classification. If there is no interest, the same employee may be assigned to the upgrade. Employees upgraded shall be paid an additional four percent (4%) of their hourly rate. Performance of non-represented work by represented employees during such upgrades will not cause the work to become represented work.

Section 15.6 Assignment Out of the Bargaining Unit – In the event an employee is promoted or assigned out of the bargaining unit, the employee shall continue to accumulate length of service and unit seniority for a period of six (6) months. It is understood that transfer back to the bargaining unit within the six (6) month period shall be at the sole discretion of the Company. In the event the employee is not transferred back to the bargaining unit within the six (6) month period, all seniority shall terminate.

Section 15.7 Work Force Workload Flexibility – Unit employees will be permitted to assist other job classifications outside of their designated job classification under the following provisions:

INTENT: MFC contains multiple INL organizations with personnel in the MFC bargaining unit. The intent is to cross the organizational boundaries when the need
--

- 1) When a higher priority has been established for the assigned support work.
- 2) If there are insufficient employees to handle the prioritized workload, Unit employees can be assigned to support the prioritized work.
- 3) If a Unit employee is required to perform support work, he shall not displace another employee who would have otherwise performed that work.

No present job classifications shall be abolished or rendered obsolete as a result of assigning Unit employees to support work.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.1 Federal and State Laws, Orders and Final Adjudications – The Company and the Union understand that the Company is required to comply with all applicable Federal, State, Local laws, regulations, orders, ordinances, or Executive Orders of the President or the Governor of Idaho, or final adjudication of any court of competent jurisdiction. Should any provision or application of this Agreement become unlawful, this Agreement shall be modified by the parties to comply with the law, but in all other respects, the provisions and application of this Agreement shall continue in full force and effect for the life thereof. The Company will notify the Union of any requirements under this section and provide an explanation to the Union as soon as possible of any new requirements under this section. All applicable DOE rules and regulations will be made available to Union employees.

The parties agree that in the event that any provisions are declared to be in conflict with the law, they will meet within 30 days for the purpose of negotiation and agreement on provision or provisions so invalidated.

Section 16.2 Pay in Lieu of Notice of Layoffs – In the event the Company is required to lay off an employee without giving him one calendar weeks' notice, the employee shall be paid in accordance with the Employee Handbook, HBK-25001.

Section 16.3 Severance Pay – The Company agrees to pay a severance pay at the employee's basic rate of pay in accordance with company policy, Benefits Handbook, HBK-25002.

Severance pay benefits for eligible employees is based on years of recognized Company service credit, as follows:

Years of Company Service	Weeks of Severance Pay
1 but less than 2	1
2 but less than 4	2
4 but less than 7	3
7 but less than 10	4
10 but less than 15	6
15 but less than 20	9
20 but less than 25	12
25 and over	16

Severance pay is calculated using your base weekly rate of pay. For non-exempt employees, your base weekly rate of pay is your regular hourly rate of pay multiplied by forty (40) hours.

Section 16.4 Work by Scientists – It is fully recognized that the Company is a research facility and that, therefore, it is necessary that scientists and technicians associated with them perform tasks necessary to the furtherance of their research.

Section 16.5 Bulletin Boards – The Company will provide space for suitable bulletin boards in locations to be agreed upon by the parties hereto for the purpose of posting notices of Union meetings and events. No notice of a controversial nature shall be posted.

Section 16.6 Locker Inspections – Whenever the Company inspects a personal effects locker assigned to an employee, it will be inspected in the presence of a Union representative or the employee.

Section 16.7 Licensing Fees – The Company shall reimburse employees for all costs associated for certification/licensing required by the Company for employment.

ARTICLE 17

TRAINING

Section 17.1 Purpose – The Company and the Union mutually agree that well-trained employees are able to work more safely and effectively. The purpose of training programs is to develop and maintain, within the Company, a complement of skilled and qualified workers to support the programmatic activities and objectives of the Company. The Company agrees that where it is necessary for employees of the bargaining unit to receive additional training (e.g., facility-specific training) to perform their work assignments, such training will be provided during normal working hours. Additionally, any other training programs offered to all Company employees, will be offered to bargaining unit employees as well.

Therefore, the Company and the Union are fully committed to putting forth their best efforts to continually enhance their training programs (subject to the operational requirements and fiscal conditions of the Company). To accomplish this purpose, the training of an individual is based upon the following objectives:

- 1) To develop skills in performing the duties of the employee's chosen profession within their skill/job classification.
- 2) To advance the technical knowledge in subjects related to the employee's chosen profession.
- 3) To encourage continuing self-education.
- 4) To impart an understanding of the problems of the Company as related to the employee's chosen profession.

Section 17.2 Developmental Training – SP-20.3.10 MFC Helper Program.

The purpose of the Helper Program is to give selected employees an opportunity to train for a career in represented classifications at MFC/TREAT. This program is open to all MFC/TREAT represented employees with specific consideration given to current employees in lower-level positions within a classification.

If the position is not filled by current employees within the bargaining unit other applicants may be considered for the open position(s).

Section 17.3 INL Internship Program Participation – The Union and the Company mutually agree to participate in the INL Internship Program. The Union and the Company will develop and implement the MFC specific elements of the INL Internship Program.

Section 17.4 Preference Skill List – The Union and the Company mutually agree to develop and implement a program addressing preference skill list.

ARTICLE 18
TERM OF AGREEMENT AND NEGOTIATIONS

Section 18.1 Complete Agreement – It is hereby agreed that this Agreement contains the complete understandings between the parties and supersedes all previous understandings, and that, during the life of this Agreement, neither the Union nor the Company shall make any demand for any change with respect to rates of pay, wages, hours of employment or other conditions of employment, nor shall either party be required to bargain with respect to any such matter, but the Company and the Union may, by mutual agreement, modify, amend or supplement this Agreement. All "side" letters or letters of intent existing and in effect as of the effective date of this agreement shall terminate as of the end of the current contract, unless agreed to by both parties and incorporated into the new agreement. Nothing in this section shall be construed to preclude the processing of grievances under Article 8, or the exercise by the Company of its rights under Article 4.

Section 18.2 Term of Agreement – This Agreement shall become effective May 16, 2020. This Agreement shall remain in effect until May 18, 2025 and shall continue in effect thereafter unless either party shall give at least sixty (60) days prior written notice, but not more than ninety (90) days prior written notice to May 18, 2025, of its desire to terminate or amend this Agreement. Such term shall not in any case extend beyond the term of BEA's contract with the Department of Energy (Contract No. DE-AC07-05ID14517) as may be terminated, modified, or extended.

Section 18.3 Pre-Negotiation – The Union and the Company agree to meet to start pre-negotiation discussions seven (7) months prior to the expiration of this CBA. The Union and the Company will meet and discuss the approximate timeframe needed for formal negotiations.

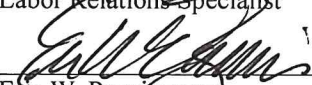
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands on this
15th day of October, 2020.

BATTELLE ENERGY ALLIANCE

By:

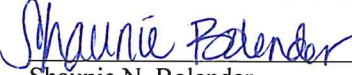

Ryan C. Petersen
Acting Labor Relations Manager

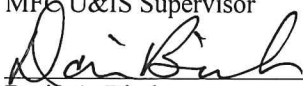

LeAndria N. Wadsworth
Labor Relations Specialist

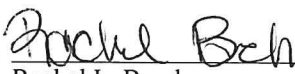

Eric W. Papaioannou
MFC Maintenance Infra & Fab Division Director

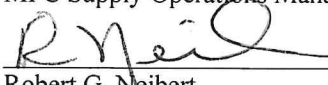

Philip J. Erwin
MFC Maintenance Manager

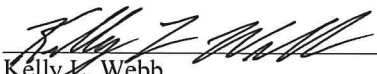

Brian W. Haney
MFC Utilities and Infrastructure Dept. Manager


Shaunie N. Bolender
MFC U&IS Supervisor


Darin A. Birch
MFC Maintenance General Foreman


Rachel L. Burch
MFC Supply Operations Manager

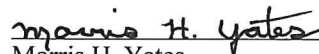

Robert G. Neibert
MFC TREAT Maintenance Manager


Kelly L. Webb
MFC Maintenance Staff

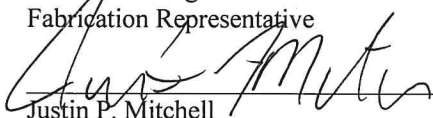
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION AND LOCAL NO. 652
(MFC)

By:


Matt Chavez
USW Local No. 652 President

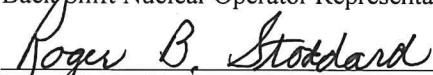

Morris H. Yates
USW Local No. 652 Unit President

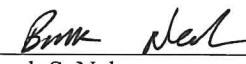

Brandon J. Ferguson
Fabrication Representative

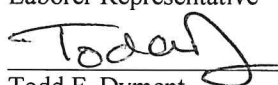

Justin P. Mitchell
Craft Representative

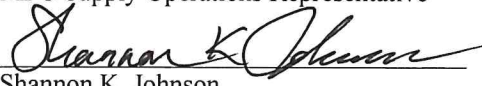

Ryan J. Shaul
Electrical Representative


John K. Tokita
Back Shift Nuclear Operator Representative


Roger B. Stoddard
Manipulator Repair Representative


Brock S. Nelson
Laborer Representative


Todd F. Dymont
MFC Supply Operations Representative


Shannon K. Johnson
System Mechanic Representative

For: United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union

By: _____
Lee W. Gerard
USW International President

Stanley W. Johnson
USW International Secretary/Treasurer

Thomas M. Conway
USW International Vice President (Administration)

Fred Redmond
USW International Vice President (Human Affairs)

Robert LaVenture
USW Director, District 12

SUPPLEMENTAL AGREEMENT
APPENDIX A
SCHEDULE OF WAGES

	Current Rate	Effective May 18, 2020 Through May 16, 2021	Effective May 17, 2021 Through May 15, 2022	Effective May 16, 2022 Through May 14, 2023	Effective May 15, 2023 Through May 12, 2024	Effective May 13, 2024 Through May 18, 2025
		5.75%	5.35%	2.75%	2.65%	2.4%
Tier 1 Classifications		Wage Rates	Wage Rates	Wage Rates	Wage Rates	Wage Rates
Electrician 1 st Class (6+ Months)	\$37.06	\$39.19	\$41.29	\$42.42	\$43.55	\$44.59
Electrician 1 st Class (0-6 Months) **	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Electrician 2 nd Class	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Fab. Machinist 1 st Class	\$37.06	\$39.19	\$41.29	\$42.42	\$43.55	\$44.59
Fab. Machinist 2 nd Class	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Fab. Welder 1 st Class (6+ Months)	\$37.06	\$39.19	\$41.29	\$42.42	\$43.55	\$44.59
Fab. Welder 1 st Class (0-6 Months) **	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
HVAC/Refrigeration 1 st Class (6+ Months)	\$37.06	\$39.19	\$41.29	\$42.42	\$43.55	\$44.59
HVAC/Refrigeration 1 st Class (0-6 Months)**	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
HVAC/Refrigeration 2 nd Class	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Maintenance Welder 1 st Class (6+ Months)	\$37.06	\$39.19	\$41.29	\$42.42	\$43.55	\$44.59
Maintenance Welder 1 st Class (0-6 Months) **	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Maintenance Welder 2 nd Class	\$32.10	\$33.95	\$35.76	\$36.75	\$37.72	\$38.62
Maintenance Welder Helper	\$28.15	\$29.77	\$31.36	\$32.22	\$33.08	\$33.87

	Current Rate	Effective May 18, 2020 Through May 16, 2021	Effective May 17, 2021 Through May 15, 2022	Effective May 16, 2022 Through May 14, 2023	Effective May 15, 2023 Through May 12, 2024	Effective May 13, 2024 Through May 18, 2025
		3.75%	3.5%	3.25%	2.85%	2.4%
Tier 2 Classifications		Wage Rates	Wage Rates	Wage Rates	Wage Rates	Wage Rates
Back Shift Nuclear Operator 1 st Class (12+ months)	\$39.48	\$40.96	\$42.39	\$43.77	\$45.02	\$46.10
Back Shift Nuclear Operator 1 st Class (0-12 Months) **	\$33.77	\$35.04	\$36.26	\$37.44	\$38.51	\$39.43
Back Shift Nuclear Operator 2 nd Class	\$33.77	\$35.04	\$36.26	\$37.44	\$38.51	\$39.43
Back Shift Nuclear Helper	\$28.15	\$29.21	\$30.23	\$31.21	\$32.10	\$32.87
Heavy Equipment Operator	\$37.06	\$38.45	\$39.80	\$41.09	\$42.26	\$43.27
Legacy Manipulator Repair (MRG) *	\$40.61	\$42.13	\$43.61	\$45.02	\$46.31	\$47.42
Manipulator Repair (MRG) 1 st Class	\$38.35	\$39.79	\$41.18	\$42.52	\$43.73	\$44.78
Manipulator Repair (MRG) 2 nd Class	\$33.22	\$34.47	\$35.67	\$36.83	\$37.88	\$38.79
Manipulator Repair (MRG) Helper	\$28.15	\$29.21	\$30.23	\$31.21	\$32.10	\$32.87
Plumber/Fitter 1 st Class (6+ Months)	\$37.06	\$38.45	\$39.80	\$41.09	\$42.26	\$43.27
Plumber/Fitter 1 st Class (0-6 Months) **	\$32.10	\$33.30	\$34.47	\$35.59	\$36.60	\$37.48
Plumber/Fitter 2 nd Class	\$32.10	\$33.30	\$34.47	\$35.59	\$36.60	\$37.48
System Mechanic 1 st Class (6+ Months)	\$37.06	\$38.45	\$39.80	\$41.09	\$42.26	\$43.27
System Mechanic 1 st Class (0-6 Months) **	\$32.10	\$33.30	\$34.47	\$35.59	\$36.60	\$37.48
System Mechanic 2 nd Class	\$32.10	\$33.30	\$34.47	\$35.59	\$36.60	\$37.48
System Mechanic Helper	\$28.15	\$29.21	\$30.23	\$31.21	\$32.10	\$32.87

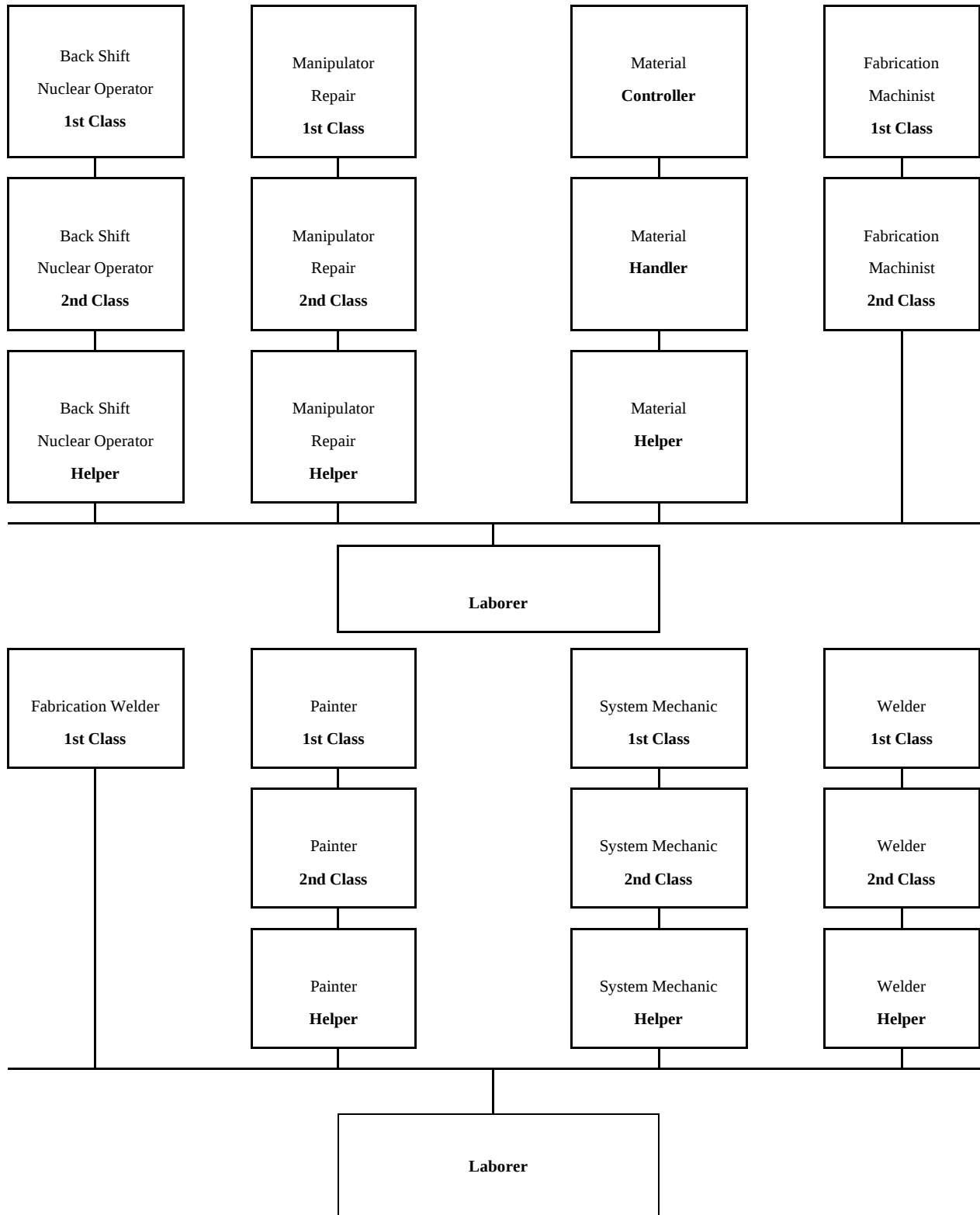
	Current Rate	Effective May 18, 2020 Through May 16, 2021	Effective May 17, 2021 Through May 15, 2022	Effective May 16, 2022 Through May 14, 2023	Effective May 15, 2023 Through May 12, 2024	Effective May 13, 2024 Through May 18, 2025
		3.25%	3%	2.5%	2%	2%
Tier 3 Classifications		Wage Rates	Wage Rates	Wage Rates	Wage Rates	Wage Rates
Carpenter 1 st Class (6+ Months)	\$37.06	\$38.26	\$39.41	\$40.40	\$41.21	\$42.03
Carpenter 1 st Class (0-6 months) **	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Carpenter 2 nd Class	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Carpenter Helper	\$28.15	\$29.06	\$29.94	\$30.69	\$31.30	\$31.92
Equipment Operator	\$33.44	\$34.53	\$35.56	\$36.45	\$37.18	\$37.92
Equipment Operator Helper	\$28.15	\$29.06	\$29.94	\$30.69	\$31.30	\$31.92
Laborer Specialist	\$25.91	\$26.75	\$27.55	\$28.24	\$28.81	\$29.38
Laborer 1 st Class	\$23.96	\$24.74	\$25.48	\$26.12	\$26.64	\$27.17
Laborer 2 nd Class	\$23.44	\$24.20	\$24.93	\$25.55	\$26.06	\$26.58
Laborer	\$22.76	\$23.50	\$24.20	\$24.81	\$25.31	\$25.81
Material Controller	\$33.06	\$34.13	\$35.16	\$36.04	\$36.76	\$37.49
Material Handler	\$28.48	\$29.41	\$30.29	\$31.04	\$31.67	\$32.30
Material Helper	\$25.15	\$25.97	\$26.75	\$27.42	\$27.96	\$28.52
Painter 1 st Class (6+ Months)	\$37.06	\$38.26	\$39.41	\$40.40	\$41.21	\$42.03
Painter 1 st Class (0-6 Months) **	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Painter 2 nd Class	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Painter Helper	\$28.15	\$29.06	\$29.94	\$30.69	\$31.30	\$31.92
Sheet Metal 1 st Class (6+ Months)	\$37.06	\$38.26	\$39.41	\$40.40	\$41.21	\$42.03
Sheet Metal 1 st Class (0-6 Months) **	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Sheet Metal 2 nd Class	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Tool Crib Attendant Legacy *	\$37.06	\$38.26	\$39.41	\$40.40	\$41.21	\$42.03
Tool Crib Attendant	\$30.72	\$31.72	\$32.67	\$33.49	\$34.16	\$34.84
Tool Crib Helper	\$28.15	\$29.06	\$29.94	\$30.69	\$31.30	\$31.92
Vehicle/Equipment Repair 1 st Class (6+ Months)	\$37.06	\$38.26	\$39.41	\$40.40	\$41.21	\$42.03
Vehicle/Equipment Repair 1 st Class (0-6 Months) **	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Vehicle/Equipment Repair 2 nd Class	\$32.10	\$33.14	\$34.14	\$34.99	\$35.69	\$36.40
Employee in Charge	\$39.29	\$40.57	\$41.78	\$42.83	\$43.69	\$44.56

* This Classification will discontinue after the current employee(s) leave.

** This rate of pay pertains to employees hired as 1st Class (new hire only or transfers external to MFC). Based on qualification progress, at ninety (90) days, Management may approve a progression to 1st Class.

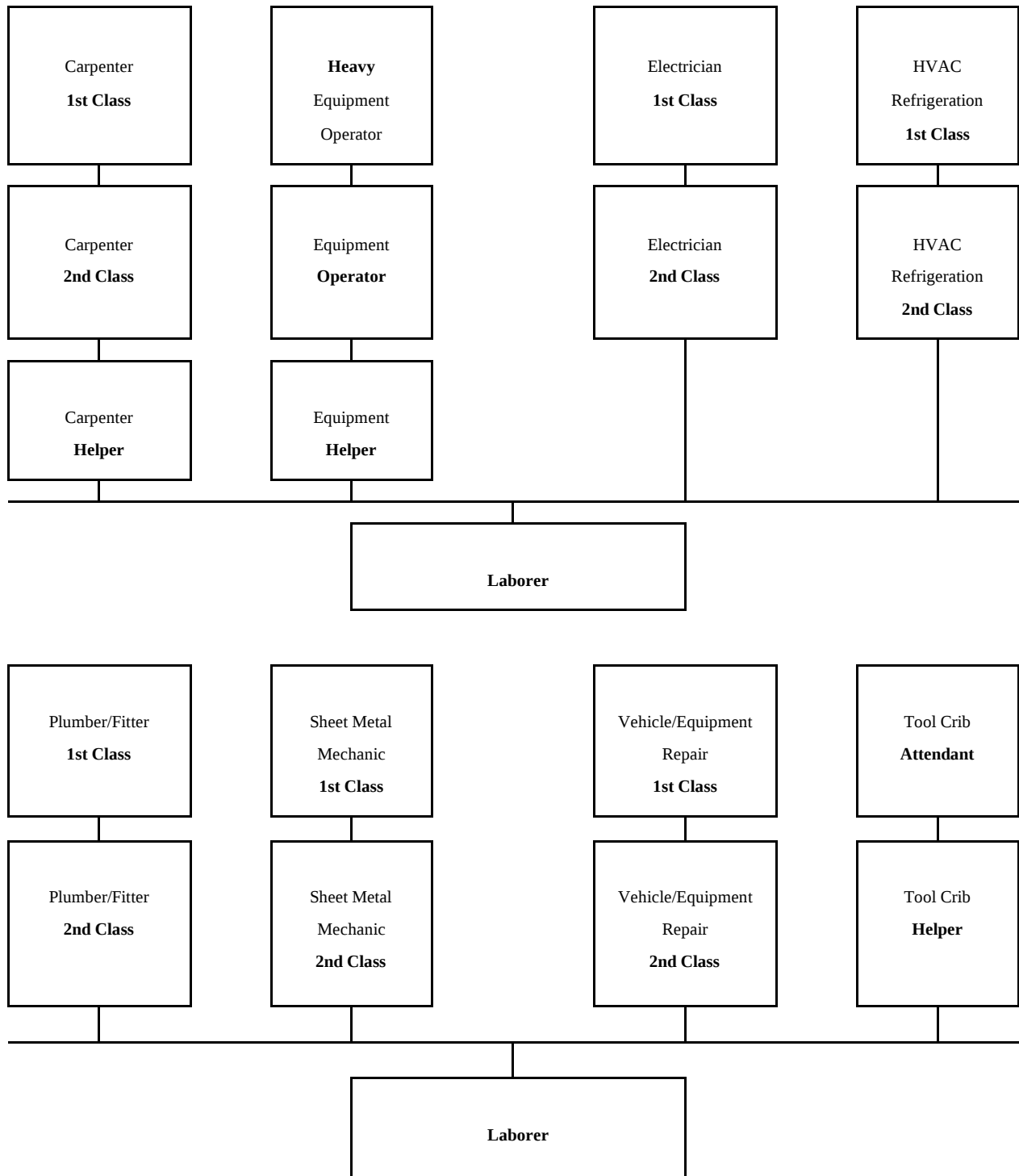
Red-circled employees will receive a percentage increase according to the percent increase in their current classification. If any of the percentage increases results in an employee's base rate exceeding their base rate, that portion of the percentage increase above those base rates will be annualized, based on 2080 hours, and given to the employee as a wage supplement.

PROMOTION AND DEMOTION CHARTS



Promotion Demotion Charts

(Continued)



Promotion Demotion Charts

(Continued)

