

AGREEMENT

between

CH2M HILL BWXT WEST VALLEY, LLC

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

LODGE 2401

2020 - 2023

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ARTICLE 1

AGREEMENT

SECTION 1 – AGREEMENT

This Agreement, entered into as of the 1st day of September 2020, between CH2M HILL BWXT WEST VALLEY, LLC (CHBWV), West Valley, New York (hereinafter referred to as the “Company”), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAMAW), District 65, for and in behalf of, Local Lodge 2401 (hereinafter referred to as the “Union”).

SECTION 2 – WAIVER OF BREACH OF AGREEMENT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereto.

SECTION 3 – AMENDMENT TO AGREEMENT

This Agreement can only be amended or added to upon the written consent of both parties hereto.

SECTION 4 – VALIDITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provisions are so declared to be in conflict with law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

It is understood and agreed that the Company's operations involved herein are subject to its contract with the Department of Energy and the orders and directives of said Department, and it is agreed that should any orders or directives of DOE conflict with any of the provisions of this Working Agreement such orders or directives shall prevail hereover, but Company and Union shall meet within thirty (30) days to negotiate a mutually satisfactory substitute for the contract clause or practice involved and if unable to reach agreement within the thirty (30) day period, the issue shall be submitted to an impartial arbitrator in accordance with the arbitration procedure in this collective bargaining agreement. The decision of the arbitrator shall be final and binding on both parties.

SECTION 5 – PAST PRACTICE

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore unless it is specifically included as a provision of this Agreement.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for the purpose of bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all production (i.e., job classifications of decontamination & decommissioning/waste operations, and plant systems operations) and maintenance employees employed by CHBWV at the Company's West Valley, New York, plant; excluding all office clerical employees, technical and professional employees, guards, and supervisors as defined in the Act, pursuant to certification by the National Labor Relations Board dated August 4, 1969, at Buffalo, New York.

ARTICLE 3

CHECKOFF

SECTION 1 - DUES DEDUCTION AND SERVICE FEE AUTHORIZATION

For the duration of this Agreement, the Company shall deduct from each pay Union dues or service fees for employees who are not I.A.M.A.W. members and promptly remit same to the Financial Secretary of Lodge No. 2401 for those employees in the bargaining unit whose written and signed dues deduction or service fees authorizations are received by the Company. Such authorization shall be valid only if submitted on the forms set forth below.

International Association of Machinists and Aerospace Workers, AFL-CIO
Membership Application and/or Check-Off Authorization

Name _____ Date _____ Card No. _____

Address _____ M F Date of Birth _____

SS No. _____ Email _____ Phone _____ Hire Date _____

Employer _____ Hourly Wage _____

Class of Work _____ Years of Experience _____ Shift 1st 2nd 3rd

.....
Membership Application. Check here: To the Officers and Members of Lodge No. _____ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM). I understand that while I may be required to tender monthly fees to the Union. I am not required to sign a membership application as a condition of employment and that this application for membership is voluntary. I agree to obey the laws of the IAM and to support the principles of trade unionism and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM:

Card No. _____ Lodge No. _____ Location _____ Last dues paid _____

.....
Check-Off Authorization. Check here: I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive 1-year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

The following information is strictly voluntary and is requested for the sole purpose of providing improved services to our membership:

I am: Caucasian African American Asian Hispanic Pacific Islander Native American Other

.....
Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD, 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal Income Tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature)

Date

FORM NO. MR01

This copy to be retained by Local Union No. _____.

I.A.M.A.W. UNION SERVICE FEES AUTHORIZATION

Effective Date _____, 20____

NAME (Print): _____

DEPARTMENT: _____

I hereby authorize and direct CH2M HILL BWXT West Valley, LLC (Company) to deduct from my pay in each pay period service fee to Lodge No. 2401, District 65, International Association of Machinists, AFL-CIO, in the amount lawfully levied as membership dues by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. In addition, I hereby authorize and direct Company to deduct the equivalent of the initiation fee of \$____ lawfully levied by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. Such amounts shall be deducted in five (5) equal weekly installments.

This authorization shall be irrevocable for a period not exceeding one year, or the term of the agreement between the Company and the Union, whichever is less, and shall continue irrevocable in effect from year to years thereafter for so long as a collective bargaining agreement is in effect between the Company and the Union concerning the employees covered by this Agreement subject, however, to cancellation at any time during the period of fifteen days preceding the end of the initial period specified in this authorization, or during the fifteen-day period preceding the end of any such subsequent authorization year, by written notice of such cancellation given by the employee to the Company and the Union.

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

HOME ADDRESS: _____

Street

Signature of Employee

City

State

Zip Code

Date Signed

SECTION 2 - NOTICE OF CHANGE IN DUES

Lodge No. 2401 shall notify the Company by letter and acknowledged by the Human Resources Manager's signature of receipt of any change in the sum of money to be deducted as dues pursuant to the authorization set forth in Section 1 above.

SECTION 3 - MEMBERSHIP DUES AND SERVICE FEES

Within the meaning of dues or service fees deductions authorizations, all such authorizations will be in the same dollar and cents amount. Excluded specifically from such authorizations are fines, penalties, contributions, assessments, strike assessments, taxes of any kind, or any other type of payment.

SECTION 4 - TIME OF DEDUCTION

Deductions for employees whose authorizations are received after the effective date of this Agreement will be commenced with the first full pay period after the receipt of the respective authorization and each pay thereafter. Collection of any back dues or service fees owed at the time of starting deduction for any employee will be the responsibility of the Union and will not be the subject of payroll deductions.

SECTION 5 - DELINQUENCIES

Dues or service fees unpaid because the employee was not working during a pay period will be the responsibility of the Union and will not be subject to payroll deduction.

SECTION 6 - TRANSMITTAL

Deductions provided in Section 1 shall be remitted to the Financial Secretary of the Union in accordance with an annual schedule submitted to the Union. The Company will furnish the Financial Secretary of the Union with a record of those employees for whom deductions have been made and the amount of the deductions.

SECTION 7 - INDEMNITY TO THE COMPANY

The Company will be indemnified by the Union against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with any provisions of this Article.

SECTION 8 - AGENCY SHOP

- A. Employees who are Union Members
 - 1. Every employee who on October 25, 1983, and who is a member of the Union on or after November 26, 1983, shall, as a condition of employment, maintain his/her membership in the Union.
 - 2. Every employee who is a member of the Union on or after the thirty-first (31st) day after such effective date shall, as a condition of employment, maintain his/her membership in the Union.

3. No employee shall be considered a member of the Union on the date after which the employee is required to maintain his/her Union membership under paragraph (1) or (2) above if the employee notifies the Company and the Union in writing prior to such date that the employee wishes to terminate his/her membership. As a condition of employment, however, an employee, as identified above, must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

B. Employees who are not Union Members

Any employee who is not a member of the Union on November 26, 1983, and any employee who is not a member of the Union on the thirty-first (31st) day after the date this Section becomes effective, shall not be required to become a member of the Union as a condition of continued employment. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to periodic dues and initiation fees required of members in good standing. Any such employee who thereafter becomes a member of the Union shall, however, maintain his/her membership as a condition of employment thereafter.

C. Hires, Rehires, and Transferred Employees

1. Every person who is first hired, covered by this Agreement, after this section has become effective shall, as a condition of continued employment, be a member of the Union on and after the beginning of the fifth month, after the date of his/her hire, and shall thereafter maintain his/her membership in the Union.
2. Any employee who is transferred to a job covered by this Section (whether or not the job from which the employee is transferred is covered by this Section) and any former employee who is rehired on a job in a unit covered by this Section, shall be governed by the provisions of Section 8 C.1 above, with their date of transfer or rehire being considered equivalent to the date of hire referred to in such Section 8 C.1.

SECTION 9 - WITHDRAWAL PERIOD

Notwithstanding any other provisions of this Section, every employee who is otherwise required under this Section to obtain and/or maintain membership in the Union shall have the right, after having obtained such membership, to resign from the Union, by giving written notice thereof to the Company and to the Union during the period of fifteen (15) days preceding the end of the initial period specified in the authorization, or during the fifteen (15) day period preceding the end of any subsequent authorization year thereafter while this Agreement remains in effect (such period is hereafter referred to as the "withdrawal period"). Such notice shall be deemed to have been properly given if it is postmarked, or is received by the Company and the Union during the withdrawal period. Any employee who resigns from the Union during a withdrawal period set forth above, or who has resigned during any withdrawal period set forth in any previous agreements or amendments to this Agreement, shall not thereafter be obligated to obtain or maintain membership in the Union unless the employee shall, thereafter, during the life of this Agreement, again become a member of the Union, in which case the employee shall maintain his/her membership as a condition of employment thereafter, subject to the employee's right to resign during any subsequent withdrawal period as provided in this Section 9. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

SECTION 10 - PROCEDURE FOR TERMINATION OF EMPLOYMENT

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

SECTION 11 – MACHINISTS NON-PARTISAN POLITICAL LEAGUE (MNPL) CHECKOFF

Upon receipt of a signed authorization Form (as set forth below) from the employee involved, the Company shall deduct, from the employees' weekly pay, the specific amount indicated. The amount deducted shall be remitted to the Treasurer of the Machinists Non-Partisan Political League (MNPL) on a monthly basis. This Authorization is completely voluntary and can be revoked, in writing, by the employee, at any time.

MACHINISTS NON-PARTISAN POLITICAL LEAGUE

Political Action Wage Deduction Authorization Card

I, _____, _____ hereby
(Name of Employee) (Clock/Social Security No.)

authorize and direct _____ to deduct weekly
(Name of Employer)

from my wages the sum of \$_____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections. This authorization shall remain in full force and effect until revoked in writing by me. I also understand that my contributions or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

(Employee's Signature)

(Date)

ARTICLE 4

MANAGEMENT RIGHTS

All management functions and rights which have not been specifically and expressly limited or modified by this Agreement are retained and vested exclusively in the Company. Among such functions and rights so retained and vested in the Company are the rights to hire, rehire, promote, demote, transfer, lay off, recall to work, determine the starting and quitting time and the number of hours to be worked, including overtime, lack of overtime and assignment of overtime, close down the West Valley Plant or any part thereof or curtail any operation, to contract out, control and regulate the manning of the Plant, the use of machinery, equipment and other property of the Company, make or change rules, policies and practices not in conflict with this Agreement, introduce new or improved production methods or equipment, determine the number, location and operation of the plants, the products to be manufactured, the schedules of production and the assignment of work to any bargaining unit employee qualified to safely perform, and otherwise generally manage the West Valley Plant and direct the working force thereof. The foregoing is not intended as a limitation on management functions or rights retained by and invested exclusively in the Company as aforesaid. No dispute arising out of the exercise of the foregoing management functions and rights is subject to the grievance procedure hereof, except as specified in this Agreement.

ARTICLE 5

UNION REPRESENTATION

SECTION 1 - UNION STEWARDS

The Union will elect one (1) Chief Steward and additional stewards at a ratio of one (1) steward for every twelve (12) employees. By mutual agreement between the Company and the Union, this distribution can be modified.

If a Steward is not in the plant, a grievant may use the Company telephone to call the Steward at home.

All Union Stewards shall be full-time employees of the Company.

SECTION 2 - GRIEVANCE COMMITTEE

- A. For the purpose of processing grievances under the Grievance Procedure, the Union shall be represented by the Grievance Committee which in turn will be comprised of three members officially designated by the Union. Stewards and/or Members of the Grievance Committee shall not leave their work areas except for the purpose of processing grievances, or in meetings called by the Management, in accordance with the provisions of the Grievance Procedure.
- B. Union officials shall obtain permission from their Supervisors prior to leaving their work stations for Union business. The Chief Steward shall be allowed one workday per week

to work on Union business, paid by the Company. This time may be cancelled if manpower is short and the Steward's services are needed to perform his or her regular job.

SECTION 3 - LOCAL OFFICIALS

The Union will at all times keep the Human Resources Manager promptly advised, in writing, of the name of the President of the Lodge, Chief Steward, Stewards, the Grievance Committee, and all other Local Lodge officials.

SECTION 4 – UNION NOTICES, NON-DISCRIMINATION

- A. The Company shall provide two bulletin boards on which the Company will post Union notices, Union elections and results, appointments, meetings, and social functions if such notices are approved by the Human Resources Manager. All such notices must be countersigned by a duly authorized Union representative whose name shall be forwarded to the Human Resources Manager by the Union.
- B. The President of the Local Lodge and the Chief Steward or alternates designated by the Union may be granted permission to leave the plant for Local Union business with the prior approval of the Department Manager or the Human Resources Manager. No payment shall be made by the Company for such time off.
- C. The Company shall not discriminate against any employee in any matter whatsoever because such employee is a member or represented through the agency agreement, Steward, Officer, or other agent or representative of the Union.
- D. Neither the Union, nor the Local, nor any Steward, Officer, or other agent or representative of either shall discriminate, intimidate or coerce any employee, nor solicit members for funds during working hours except with the prior approval of the Human Resources Manager.
- E. Both the Company and the Union shall not discriminate against **or engage in unlawful treatment of** any employee or applicant for employment by reason of race, color, creed, **religion**, sex, national origin, age, disability, veterans status, citizenship, **sexual orientation, gender identity, marital status, genetic information** or any other characteristic protected by **federal, state, municipal or local applicable law prohibiting employment discrimination or other unlawful employment practices**, including but not limited to **such acts as would violate** Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, **42 U.S.C. Sections 1981-1988**, the Age Discrimination in Employment Act of 1967, (**"ADEA"**), the Americans with Disabilities Act Amendments Act of 2008, (**"ADAAA"**), the Lily Ledbetter Fair Pay Act of 2009, the Family Medical Leave Act of 2008, (**"FMLA"**), the Genetic Information Nondiscrimination Act of 2008, (**"GINA"**), **the Rehabilitation Act of 1974, the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d)(1)-(4), Executive Order 11246**, and/or any federal, **state, municipal, or local equivalent statutes** and/or any federal human rights or anti-discrimination laws and/or similar state human rights or anti-discrimination laws.
- F. The Company shall provide an office area for the Union. A telephone will be provided at the Union's expense.

SECTION 5 - ADMITTANCE OF BUSINESS REPRESENTATIVES

Business Representatives of the Union, who are not employees of the Company and not to exceed two (2) at any one time, may be granted permission to enter the premises of the Company during normal Plant operations for reasonable periods of time for the purpose of investigating grievances and for meeting with Company representatives. Such Business Representatives must be accompanied by a Company representative during their visits. All such visits must be cleared in advance by the Human Resources Manager.

SECTION 6 - UNION OFFICER'S WORK SCHEDULE

- A. It is mutually agreed between the Company and the Union that for no more than three of these Union officers, President, Vice President, Chief Steward, Recording Secretary or Financial Secretary, shift schedules will be arranged so that they can attend monthly Union membership meetings which will be on a set, published schedule. The employee's immediate supervisor will be given at least five (5) days written notice by the Chief Steward who will request the schedule adjustment. If the employee's shift schedule is changed within the five (5) days of the membership meeting, the immediate supervisor shall be given written notice requesting the schedule adjustment by the affected officer within one (1) day of being notified of the schedule change. The Company shall not incur any overtime penalty payments as a result of a schedule change requested by the Union.

- B. To facilitate wage payments to hourly employees of the Company who are not on Union leave of absence but who, as local Union officers, stewards or designated alternates of the Union, spend time on Union business during regular working hours which is not to be paid for by the Company, the Company will advance to such employees on behalf of the Union, their earnings for the time spent on Union business during their regular working hours. Such advances will be subject to all required and authorized payroll deductions in effect for each such employee as reflected on Company records. Amounts so advanced will be subsequently reimbursed by the Union after the Company has remitted the dues to the Union under the check off provisions of our Agreement.

We will mutually agree on the proper documentation and authorization forms necessary to accomplish the above advance payments.

ARTICLE 6

SENIORITY

SECTION 1 - SENIORITY CREDIT

As used in this Agreement the term "Seniority" shall mean length of service and shall be established as follows:

A. By length of service in the employment of the Company in the bargaining unit at the West Valley Plant and hereinafter referred to as "Plant" seniority; however, an employee's plant seniority will not include credit for (1) service that was relinquished as described in Section 2G, nor (2) any additional periods of service credited as a result of any periods of layoff as provided for in the Pension Plan, as currently amended, except as provided for in Section 3 of this Article 6, nor (3) any other periods of service excluded by Section 2 of this Article 6.

B. "Plant" seniority is recognized across the following units:

Unit 1 - Craft

Groups 1(A) – Decontamination & Decommissioning/Waste Operations Craft

1(B) – Decontamination & Decommissioning/Waste Operations
(D&D/WO) Technician

1(C) – Electronic/Electrical

1(D) – Instrumentation

Unit 2 - Plant Systems Operations

Group 2 - Plant Systems Operations

Unit 3 - Decontamination & Decommissioning/Waste Operations

Group 3 - Decontamination & Decommissioning/Waste Operations

SECTION 2 - LOST SENIORITY

Seniority shall be lost for the following reasons:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Failure to return to work upon recall in accordance with Article 7 Section 3 (b).
- D. Absence for three (3) consecutive work days without notifying the Company, in which case the employee shall be considered to have quit voluntarily.
- E. Layoff for a continuous period in accordance with the following schedule:
 - 1. Less than two (2) years of accumulated length of service - twelve (12) months.
 - 2. Two (2) years or more of accumulated length of service - sixty (60) months.
- F. Retirement.

- G. Election to receive Permanent Job Separation benefits under the West Valley Employee Security and Protection Plan for Union Represented Employees, or any similar lump sum severance payment involving relinquishment of seniority rights, and whose service credits have not been restored by repayment in full thereof.

SECTION 3 - PROBATION

An employee shall be considered to be on probation and shall not be entitled to any seniority rights until employed for four (4) consecutive months after the date of the employee's most recent hire, at which time the probationary employee's seniority shall become established as of the date of employment. During the said probationary period, a probationary employee shall be subject to transfer, layoff, recall to work, or discharge at the discretion of the Company.

SECTION 4 - SENIORITY--PRESIDENT AND STEWARDS

At the written request of the Union, an elected Shop Steward will be given seniority preference at the time when layoffs take place within the unit for which he/she is Acting Steward. Such seniority preference will be granted only to the extent necessary to enable him/her to retain a job within the unit for which he/she is acting as a Steward provided such Steward is otherwise entitled to such job by operation of the seniority provision of this Agreement. If their duties qualify them under the law, elected officers, upon written request of the Union, shall be given at the time of a reduction in work force similar seniority preference within the bargaining unit in which they are employed.

SECTION 5 - SENIORITY--TRANSFERS

- A. An employee's seniority shall terminate upon being promoted or transferred to a job outside the bargaining unit.
- B. Employee(s) who have been promoted or transferred to jobs outside the bargaining unit may be returned to their former classification or an equivalent job in the bargaining unit with no bargaining unit seniority.

ARTICLE 7

LAYOFF, TRANSFER AND PROMOTION

SECTION 1 - TRANSFER, PROMOTION, LAYOFF

In the transfer, promotion, layoff and recall to work of employees who have successfully completed their probationary period, the Company shall give due consideration to their qualifications and seniority and where their qualifications are relatively equal, "Plant" seniority shall be the governing factor. The provisions of this article will not compromise group minimum staffing levels.

SECTION 2 - LAYOFF

Upon notification of a layoff per Article 7, Section 3A, the Company shall determine the need for employees in any classification. The classifications will be set at the minimum levels required to complete the current and future work scopes. The Company shall review and discuss with the Union positions available for bumping at Labor Grades 5 and 8.

In case of an extended layoff, the senior employee shall have the right to enter a bump against a less senior employee who currently holds an available position. The following provisions shall apply to layoff bumping:

- A. Except for Labor Grade 5, bumps may be entered only within the job incumbent's Unit or to a job the employee has previously satisfactorily held by meeting the qualification standards, or to an entry level position identified per the first paragraph of Article 7, Section 2.
- B. Bumps must be submitted by the employee within two (2) work days of notice of layoff. The employee is responsible to submit bump requests on any job he/she requests consideration.
- C. The employee must meet qualification standards of a previously held position within sixty (60) days of placement and pass a written exam, if applicable and demonstrate that he/she is capable of performing the function.
- D. Employees awaiting a decision on a bump or refusing to enter a bump may be assigned other work, or forced to bump an employee with less seniority, or laid off at the Company's discretion.
- E. An employee who bumps and fails to satisfactorily perform on such a job in accordance with the terms of this Article will be removed from the job and the Company may transfer the employee to another job or the employee will be laid off.
- F. For purposes of this policy, an employee's leave of absence or disability status will not affect consideration for layoff. At the time of a layoff, an employee on a leave of absence or on the disability roll will be laid off and his/her name will be added to the recall list, when, because of his/her seniority status would have been laid off if he/she were actively at work. Notice of such layoffs will be given to the employee involved at his/her last known address.

SECTION 3 - LAYOFF NOTICE

- A. The Company shall give the Union notice of plant closing and/or layoffs in accordance with State and Federal laws. The Company shall endeavor to give the Union at least 45 days notice of impending layoffs that may affect the hourly workforce. The Company will give the affected Bargaining Unit Employee at minimum two weeks notice, or a combination of notice and straight time pay totaling 80 straight time hours, including any shift differential.
- B. Employees in Extended Layoff Status must return to work within ten (10) work days after due notification of recall provided such employee accepts recall within two days of notification of recall. A longer period may be allowed by the Company in the case of justifiable circumstances.

SECTION 4 - TEMPORARY SHUTDOWN

- A. In the event of a temporary shutdown [seven (7) days or less], every effort shall be made by the Company to temporarily reassign the workers. In the event that no other work is available, a reduction in force may be made with no prior notice and seniority will be given preference where possible.
- B. The same group of employees shall not be subjected to temporary shutdown layoff status more than once in a two (2) week period.
- C. Employees on temporary layoff shall be available for work within twenty-four (24) hours after due notification.
- D. No bumping procedures shall be initiated while on temporary layoff status.
- E. In the event of a temporary shutdown in excess of seven (7) days, the Union will agree to discuss an alternative method of temporary reduction of the work force.
- F. If the facility is temporarily shut down and employees scheduled to work are instructed by their supervisors not to report to work, the employees will be paid for the first day of a facility shutdown at their normal straight time rate.

SECTION 5 - RECALL OF LAID OFF EMPLOYEES

- A. For available positions in labor grade 5, laid off employees shall be recalled in order of Plant seniority provided they meet the minimum qualifications of the job description.
- B. For available positions above labor grade 5 laid off employees shall be recalled in order of Plant seniority within the Unit, provided they have previously held the position for which there is an opening or to an entry level position identified by the Company.
- C. Recall notices will be sent by certified mail to the last known address as listed on the employee's personnel record.
- D. Laid off employees shall be retained on the inactive seniority list and be eligible for recall for the period following layoff specified in Article 6, Section 2.E.

SECTION 6 - SENIORITY LISTS

- A. The Company shall, on a semi-annual basis, prepare a Seniority List to be made available to the Union.
- B. A Seniority List shall be furnished to the Union within thirty (30) days after signing of this Agreement.

SECTION 7 - PROMOTIONS

- A. Job openings within the bargaining unit shall be posted for seven (7) calendar days. Any exceptions to these posting requirements will be agreed to in writing by the Company and the Union. The Company may temporarily fill the job until the bid is processed. All bidders will be notified of their status within thirty (30) calendar days of the posting deadline.
- B. The following factors of employee qualifications shall be considered:
 - 1. Length of Plant seniority in the Unit in succeeding labor grades.
 - 2. Employees must meet the current minimum qualifications for a position as described on the job descriptions.
 - 3. In qualification classifications, employees must have passed qualification standards to be upgraded to higher qualification classifications.
 - 4. Ability, demonstrated performance, attendance and tardiness records. (For labor grade 9 the prime consideration for promotion shall be this section.)
 - 5. Where employees are approximately equal under factors 1, 2, 3 and 4 above as applied to the employees under consideration; the employee having the greater length of plant seniority shall receive preference.
 - 6. Qualification and requalification tests are valid for a minimum of one year and are conducted in accordance with applicable training procedures. A pass/fail standard will be established for all written and oral tests.

It is understood and agreed that all bargaining unit positions are non-progressive: Sr. Electronic/Electrical Specialist, Electronic/Electrical Specialist, Sr. Instrument Specialist, Instrument Specialist; D&D/Waste Operations Craft Specialist; Sr. D&D/Waste Operations Craft Specialist; D&D/Waste Sr. Operations Specialist; D&D/Waste Operations Specialist; D&D/Waste Operations Technician; Plant Systems Sr. Operations Specialist; and Plant Systems Operations Specialist.

It is understood that the Company will promote employees only where positions have been identified and posted. Training requirements can be completed within the time limits specified after promotion to the position.

- C. An employee successfully bidding for a job and being unable to satisfactorily fulfill the requirements within thirty (30) days for all jobs, except in Labor Grade 9, which shall be one hundred twenty (120) days, will be returned to his/her former job, if available, at the former labor grade and rate of pay. If the former job is unavailable, the employee will be assigned to another job at the employee's former grade and rate of pay.
- D. An employee transferring from one job to another shall transfer seniority.

- E. An employee is allowed a maximum of two successful bids in any six-month period. No bids are allowed for six months after the second successful bid.
- F. An employee who has been promoted within the previous six (6) months and is bidding to change units or groups may be retained in the original unit for up to three (3) months, if necessary, for the continuity and safe operations.
- G. A successful bidder may request within seven (7) calendar days of placement on a new job to be returned to his/her former job and labor grade at the former rate of pay.
- H. A successful bidder shall be paid at the new position rate, or the current rate if greater, from the following work week after receiving notification of the successful bid. Once the employee moves, the prevailing position rate will apply.
- I. A person bidding or bumping to a lower rated job shall be paid the step 4 rate starting from the first day worked on the job.

SECTION 8 - TEMPORARY ASSIGNMENTS OR PERMANENT TRANSFERS

- A. Temporary Assignments. The Company may temporarily assign employees from one occupational group to another to perform other work for which they are qualified, when deemed necessary by the Company. Temporary assignments will normally not exceed six months. However, if the Company anticipates the need to extend the assignment, the Company and Union will mutually agree to the extension. In such cases, the combined temporary assignment will not exceed one year. The use of temporary employees under Article 8, Section 4 and temporary assignments shall not exceed one year combined. Employees who are temporarily not needed to do their usual existing work may be required to perform other work for which they are qualified, with the objective of utilizing all available manpower effectively and economically. When all things are equal (such as, availability, qualifications, continuity) seniority will be the deciding factor for the assignment. Supervision will notify the appropriate Union representative when making assignments.
- B. Permanent Transfers. If the Company has identified excess personnel in an occupational group covered by this working agreement and a full-time regular job vacancy within the Company exists, the vacancy will be offered to the senior qualified volunteer in the classification that has the excess. If there are no qualified volunteers and the low senior employee within the classification is qualified, he will be reassigned to the vacancy. Employees permanently transferred to another position must meet the qualifications of that position within a time period agreed to by the Union and management at the time of transfer.
- C. An employee temporarily assigned or permanently transferred to a lower rated job at the convenience of the Company, shall receive the employee's regular rate of pay while on such work. An employee temporarily assigned or permanently transferred at the convenience of the Company to a higher rated job shall receive the employee's rate or the minimum pay for the job, whichever is higher. This section does not apply to jobs filled as a result of bids, bumps, transfer requests of employees or transfers necessary due to medical necessity.
- D. Temporary assignment paperwork will only be completed when the employee is due a pay rate change as a result of the assignment.

SECTION 9 - QUALIFICATIONS

Qualification standards for a position or grade must be successfully completed and maintained within the time frame specified by the documented qualification standards. Employees shall be allowed a reasonable amount of study time they (employee) need prior to taking qualification and re-qualification exams.

In the event that an employee fails to maintain qualification standards to perform the essential functions of the job, which the employee is currently assigned, the employee will be given a set time in accordance with training procedures to successfully meet the standard. Failure to do so can result in the employee being reassigned to a position in accordance with qualification standards currently held by the employee. The Company assures an appropriate review of the circumstances will be conducted and will meet the requirements of the Americans with Disabilities Act prior to any action taken.

When it has been determined that an individual is medically restricted in excess of three (3) months and is no longer able to perform the essential functions of the job at the level at which he/she is qualified, the Company and Union will determine if there is another position involving similar responsibility and pay. If no assignment can be made in this manner, the employee may be assigned work of a nature consistent with his/her restriction, skills, and the needs of the Company. Such an assignment may result in placement into a position at a lower labor grade. In such case, the employee will begin to earn the job rate for that labor grade upon such placement. The employee will be returned to his/her original labor grade and job rate upon determination that the medical restriction is no longer in effect and a position is available in the applicable Unit.

The Company shall determine and establish the job descriptions and minimum qualifications for all jobs. The Company will discuss new and revised job descriptions and minimum qualifications prior to implementation with the Union.

ARTICLE 8

PERFORMANCE OF BARGAINING UNIT WORK

SECTION 1 - SUPERVISORS

- A. Supervisors and engineers shall not normally perform work performed by bargaining unit employees except for instruction, emergency, prevention of plant shutdown, loss of valuable customer materials, or when qualified employees are unavailable due to refusal of overtime or in the test and startup of new facilities and with test equipment and procedures until turned over to permanent operations. Employees designated as acting lead shall comply with this section **except that Plant Systems Sr. Operations Specialists who are assigned by management as Acting Lead on the off shifts (ie. nights, weekends, and Holidays) may perform their normal bargaining unit work during times they are not responding to an emergency event or designated as Incident Commander.**

- B. Employees will only be appointed/assigned as a temporary lead when the regular supervisor is unavailable. Unless otherwise identified by the Company, an employee will generally not act in the continuous position of Acting Lead for more than two months.
- C. No employee will act as lead unless temporarily assigned to that position.

SECTION 2 - SCIENTISTS AND TECHNICIANS

Engineers, Scientists and Technicians working on research and development projects that involve skills which are normally performed by Bargaining Unit Personnel shall have the appropriate qualified Bargaining Unit Employee(s) assigned to assist in this work. Violations of this section may result in monetary compensation to the Union as well as disciplinary action being issued to the transgressing party per the Company's posted "Standards of Conduct."

SECTION 3 - RADIATION EXPOSURE

In order to minimize radiation exposure to bargaining unit personnel, it will be standard practice to utilize employees outside of classification, other non-bargaining unit employees, or outside contractors, regardless of work schedules of employees in the bargaining unit. Such tasks will be performed under adequate supervision with no intent of reducing regularly scheduled work hours available for those employees on the active bargaining unit payroll. The Company will notify the Union when using people outside their classification or if the Company brings in outside contractors to minimize radiation exposure. The Union will have representation on the ALARA Committee and will be privy to all information used in determining exposure limits.

SECTION 4 - TEMPORARY EMPLOYEES

Temporary employees may be hired for a period not to exceed 120 days to relieve other employees during vacations, illness, for emergency purposes or to augment the regular work force during increased plant workloads or to handle seasonal projects. Such employee shall have no seniority in the bargaining unit or benefits (except those required by law). Temporary employees hired for work similar to work performed by all labor grades shall be paid a minimum of the starting rate of the appropriate labor grade as defined in the attached hourly rate schedule.

If there are bargaining unit employees on layoff eligible for recall who are qualified and available to fill temporary positions, they shall be given preference, by seniority, to fill a temporary position and not affect their recall rights. They shall be paid according to the step they were being paid when they were laid off but at the appropriate labor grade for the work being performed on the temporary assignment.

SECTION 5 - RADIOLOGICAL SURVEY WORK

Bargaining unit personnel may perform radiological survey work as assigned by management.

SECTION 6 - WORK ASSIGNMENTS

In an effort to provide employment for the maximum number of bargaining unit personnel on the active payroll bargaining unit personnel will be utilized to perform any work assigned by the Company.

SECTION 7 - SUBCONTRACTED WORK

The Company agrees that non-construction work normally performed by seniority employees in the bargaining unit will not be subcontracted to an outside source where equipment, skills and qualified personnel are available in the plant. Similarity of equipment and tooling will be considered. Where skills for tools or equipment are similar, then procurement or rental will be considered so that Bargaining Unit employees have an opportunity to perform the non-construction work on site. Subcontracting of non-construction work cannot result in a layoff (in plant or out of plant) or prevention of recall (in plant or out of plant) of a bargaining unit employee. The Company will discuss proposed subcontracting of non-construction work and modification which adds scope to existing subcontracts with the Labor Management Committee. Hiring new employees or the creation of unreasonable or excessive overtime will not be used to satisfy the term "available personnel." Only subcontracting disputes on non-construction type work will be subject to the grievance procedure. It is recognized that some bargaining unit personnel may possess the skills and experience to perform certain demolition activities. These activities will be assigned at management's discretion with due consideration to qualifications and experience, and whenever possible, the work will be assigned to the Bargaining Unit.

SECTION 8 – WORK JURISDICTION

Although work may be assigned to any qualified bargaining unit worker, preference will be given to the normal occupational group when making work assignments; however, training, qualifications and proficiency will be the primary determining factor. Employees may perform or assist in the performance of work outside their normally assigned group provided that they are qualified in and proficient at the work identified. These work assignments can occur when necessary due to lack of work in the normal group or due to increased workload in a different group or to supplement a group with people on leave. Under no circumstance will an economic settlement be utilized for jurisdictional disputes within the Bargaining Unit.

SECTION 9 – WORK SHARING ASSIGNMENTS

The parties recognize that there are distinguishable skills between various occupational groups. At the same time, it is agreed that there is work that can be performed safely, efficiently and economically by employees in other groups, provided they are qualified to perform relevant work as described in the job.

ARTICLE 9

DISCIPLINE AND GRIEVANCE PROCEDURE

SECTION 1 - DISCIPLINE

- A. In the interest of harmony and fairness, no employee shall be discharged or disciplined without good and sufficient cause. When the Company initiates an investigation into the performance of bargaining unit personnel that could potentially result in disciplinary action, the appropriate Steward or Chief Steward will be notified and will be allowed to participate in the interview process.

- B. Unless requested otherwise by an employee, a steward shall be present during any investigative meeting with bargaining unit personnel that could potentially result in disciplinary action and during any disciplinary action as defined by the Standards of Conduct. If an employee chooses not to have a steward present, the Company will notify the appropriate Steward or Chief Steward at least 30 minutes prior to the investigative meeting or disciplinary action being taken. If the disciplinary action is beyond a written reprimand, the Chief Steward or designated alternate will be present.
- C. Any disciplinary actions administered following the effective date of this contract will not be used for progressive discipline after 30 months from date of action taken.
- D. Discipline for excessive unpaid time off (absenteeism) may commence upon the absence of two work days in a calendar year (excluding unpaid days taken during a company shutdown). Abuse of paid time off, or patterned absenteeism will be subject to disciplinary action.

SECTION 2 - GRIEVANCE STEPS

Any grievance which the Union may have against the Company shall be limited to interpretations or applications of terms of this Agreement and shall be resolved according to the following procedures. The Union can file a grievance on any disciplinary action imposed on a bargaining unit employee.

Step 1

- A. Within twenty (20) calendar days of the event the aggrieved employee and/or the Steward may present in writing the grievance to the employee's immediate Supervisor. The Supervisor shall respond in writing within ten (10) calendar days.
- B. Any grievance must be reported in writing to the immediate Supervisor within twenty (20) calendar days of the occurrence of the event in order to be considered under this grievance procedure.

Step 2

- A. If the grievance is not settled at the first step, and if the Union wishes to carry it further, it must be presented in writing to the Supervisor's Manager by the Chief Steward within five (5) work days after response by the Supervisor.
- B. The grievance shall include the following minimum information:
 - 1. A statement of the specific provisions of the Agreement or rule or policy that are alleged to have been violated.
 - 2. The specific relief desired.
 - 3. Date of signing and signature of grievant.
- C. The Supervisor's Manager shall answer the grievance in writing within five (5) work days.

Step 3

If the grievance remains unsettled after receipt of the Supervisor's Manager's answer, and if the Union wishes to carry it further, the Chief Steward must notify the Human Resources Manager in writing within five (5) work days that such grievance is going to Step 3. The Business Representative of the Union and the Human Resources Manager will within five (5) work days of notice by the Chief Steward, or at some mutually agreeable date between the Business Representative and the Human Resources Manager, set up a meeting to resolve the grievance. The Human Resources Manager or his/her representative shall answer the grievance in writing within ten (10) work days after this meeting.

Step 4

If the grievance remains unsettled, either party may submit this grievance to Arbitration within ten (10) working days of receipt of the Step 3 answer, or consider the grievance closed. If arbitration is elected, then both parties may jointly proceed to select an impartial Arbitrator.

- A.
 1. In case the parties are unable to agree on an Arbitrator, the party requesting arbitration must request the Federal Mediation and Conciliation Service to submit a Panel of seven (7) qualified Arbitrators from which the selection of an Arbitrator shall be made. In case the Company and the Union are unable to agree on an Arbitrator from the list of seven (7) submitted by the Federal Mediation and Conciliation Service, one of the seven (7) shall be selected as the Arbitrator in the following manner.
 - (a) The Union shall strike out one of the seven (7) names.
 - (b) The Company shall strike out one of the six (6) names remaining.
 - (c) The Union shall strike out one of the five (5) names remaining.
 - (d) The Company shall strike out one of the four (4) names remaining.
 - (e) The Union shall strike out one of three (3) names remaining.
 - (f) The Company shall strike out one of the two (2) names remaining.
 - (g) The one (1) remaining shall be declared selected.
 2. Another list of seven (7) Arbitrators may be requested by each party before proceeding with the following striking method.
 3. If neither party requests a panel of Arbitrators from the FMCS within 60 days of receipt of the third step answer, the grievance is deemed withdrawn.
- B. The grievance shall be submitted to the Arbitrator and his/her decision shall be final and binding upon the parties of this document.
- C. The Union and the Company shall each share equally the fee of the Arbitrator and the other expenses of the Arbitration. Time lost by a reasonable number of employees called as witnesses by either party will be paid by the Company at the employee's straight time rate. The number of witnesses called by the Union to be paid for by the Company shall not exceed the number of witnesses called by the Company.
- D. The Arbitrator shall not have the power to add or to subtract from or modify any of the terms of this Agreement or any amendment or supplement thereto.

- E. A separate Arbitrator shall be selected for each grievance.
- F. A policy grievance affecting a group of employees or a grievance involving the discharge of an employee or any suspension without pay may be initiated directly to Step 3.
- G. In the case of any grievance which the Company may have against the Union, the processing of such grievance shall begin with Step 3. Such grievance shall be submitted in writing to the Chief Steward.
- H. Employees covered by this Agreement cannot, except through the Union, initiate or invoke the arbitration procedures set forth herein.
- I. No persons or parties not a party to this Agreement shall be permitted to attend or participate in any arbitration proceeding held hereunder except by agreement in advance of the hearing date, between the Company and the Union, with the exception of the grievant, witnesses, and duly authorized agents and representatives of the Company and the Union.

SECTION 3 - GRIEVANCE PROCEDURE COMPLIANCE

- A. The party failing to comply with the time limits in Section 2, unless extended by mutual agreement of both parties, will accept the other party's last suggested solution, which shall be final and binding on the aggrieved employee or employees, the Union and the Company, at any step.
- B. No incident occurring prior to the signing of the Contract shall be an occasion for entering a grievance under the Contract by the Union.

SECTION 4 - GRIEVANCE TIME

- A. The Chief Steward, Stewards and/or Grievance Committee members shall be allowed the time necessary to investigate and process grievances within the Plant after obtaining permission from the immediate Supervisor. Such permission shall not unreasonably be withheld.
- B. Union Representatives losing time from their work at the Plant by reason of attending meetings and conferences at the request of the Management, other than those specified by the terms of the Agreement, will be reimbursed for such time lost at their regular rates by the Company.
- C. The President of the Local Lodge and the Chief Steward or alternates designated by the Union shall be granted the time necessary without pay, when sanctioned by the Union, and with the prior approval of the Human Resources Manager, to leave the Plant in performing their duties.

ARTICLE 10

LEAVE OF ABSENCE

SECTION 1 - UNION OFFICIALS

The Company will grant a Leave of Absence without pay to any employee with three (3) or more years of Plant seniority who is elected or designated to serve full time as a Business Agent or International Representative of the Union. Such leave shall be for a period not to exceed four (4) years and may be renewed only by mutual agreement between the Company and the Union. No more than one (1) employee may be on such leave at any one time. Plant seniority rights shall accumulate during such Leave of Absence. However, no Company benefits will remain in effect during this period.

SECTION 2 - PERSONAL LEAVE

- A. A Personal Leave of Absence without pay for any reason shall be granted at the sole discretion of the Company.
- B. Seniority rights will not accumulate during such Personal Leave of Absence in excess of ninety (90) calendar days.

SECTION 3 - MILITARY SERVICE

An employee inducted into the Armed Forces of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Act (USERRA), as amended, will be granted a Leave of Absence without pay and shall thereafter upon completing such service be entitled to reinstatement with seniority rights in accordance with the provisions of the Act.

- A. Employees entering military service will be granted a Military Leave of Absence. The leave of absence will cover the period of military service up to a maximum equal to that period of time during which reemployment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.
- B. The employee must apply for reemployment within ninety (90) days from the date of honorable discharge (or the termination of the required period of military service). An employee so applying will be reinstated in the employee's former job, or a job in the bargaining unit which an employee left on the basis of the employee's seniority under the provisions of this Agreement, providing the employee complies with the following conditions:
 - 1. Application for reinstatement is made within the time period provided above.
 - 2. Official discharge papers are presented.
- C. Employees reporting, as provided for in the above provision, who are not qualified to perform the duties of their former position will be given special consideration and Management will endeavor to place them on suitable jobs.
- D. An employee so reinstated will be entitled to participate in insurance and other benefits on the same basis as other employees returning from leave of absence.

- E. Vacation eligibility, as applicable, for employees returning from Military Leave of Absence will be reestablished on the basis of the Company Service of the employee on the date the employee returns to the active roll; however, vacation payment will not be granted until the employee has been on the active roll thirty (30) days following the employee's return from Military Leave of Absence. In any event the employee will receive the vacation for which the employee is eligible in that calendar year. Effective upon implementation of the Paid Time Off (PTO) program, as referenced in Article 12, PTO will begin to accrue following the employee's return from Military Leave of Absence at the rate based on the employee's Company Service.

SECTION 4 - ANNUAL MILITARY FIELD ENCAMPMENT

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance with the following conditions:

- A. Reimbursement will be limited to a maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee receives payment) during any one calendar year.
- B. Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount the employee receives for service pay from the Federal or State Government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the Federal or State Government.
- C. The basis for establishing normal earnings will be the rate of pay in effect immediately preceding the encampment period, including night turn bonus where applicable.
- D. No reimbursement of wages shall be made for annual encampment duty during furlough days, or on days that would have been furlough days.

SECTION 5 - READY RESERVE OR NATIONAL GUARD ALERTS

Employees required to participate in National Guard or Ready Reserve "alerts" taking place during their regular working hours shall be reimbursed for the difference, if any, between their regular straight time earnings and their military earnings (both calculated as provided in Section 4, above) for such time lost from work during their regularly scheduled working hours, up to a maximum of one hundred sixty (160) hours in any calendar year.

No reimbursement of salary or wages shall be made for such Ready Reserve or National Guard alert duty during furlough days, or on days that would have been furlough days.

SECTION 6 - FAMILY LEAVE

The Company shall implement the provisions of the Family and Medical Leave Act of 1993 (FMLA), and any other applicable state and federal employee leave laws that apply. All eligible employees are entitled to up to 12 weeks of family and medical leave during any 12-month period for certain personal and health related reasons. The leave may be paid, unpaid, or a combination of paid and unpaid, depending upon the circumstances.

ARTICLE 11

HOLIDAYS

SECTION 1 - HOLIDAY SCHEDULE

- A. Holidays observed by the Company for employees on an 8-hour day schedule will be New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day and an eleventh paid holiday.

Alternate days in lieu of one or more of the above named holidays, however, may be designated as a holiday in a calendar year during a Company designated work shutdown (e.g. one or more work days between Christmas Day and New Year's Day may be designated as holidays in lieu of one or more of the named holidays above), as mutually agreed to by the Company and Union.

Bargaining unit employees on a 4-10 hour work week, 9/80's work week, 12-hour sliding scale, or 12-hour rotating shifts shall follow the agreed upon Holiday Schedule as referenced in Appendix C.

- B. Holidays except for the day before Christmas falling on Sunday will be observed on Monday. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday, unless alternate days are defined due to a Company designated work shutdown.
- C. In each calendar year each employee, after completing his/her probation period, shall be entitled to an eleventh paid holiday which will be a personal holiday. This personal holiday must be scheduled and approved in advance by the employee's supervisor. A personal holiday can only be scheduled on a regular scheduled work day and is not intended to obtain a sixth or seventh day of work in a work week.
- D. In any calendar year in which one or more of such holidays fall on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday both inclusive will be observed during such year in place of the Saturday holiday or holidays. Management shall be required to designate such alternate day or days before January 1st of such calendar year after discussions with the Union.

In the event such alternate day or days are not designated to the Union prior to January 1st of such calendar year, such holidays that fall on Saturday shall be observed on the Friday immediately preceding the Saturday holiday.

- E. An employee who is required to work on the holiday and does work shall receive a day's pay as holiday pay. In lieu of the holiday pay, the employee may schedule another day off within the same work week that does not conflict with minimum staffing requirements. An employee who schedules a vacation day or PTO (following implementation of the PTO program), on a holiday which they are scheduled to work will not be paid for both the holiday and the vacation or PTO day.
- F. An employee who is required to work on a holiday will receive two (2) times regular classified rate of pay for all hours worked. In addition, all employees will receive

holiday pay at the employee's current rate of pay including night turn bonus in accordance with their regular shift schedule. The Company will endeavor to hold to a minimum the number of employees required to work on a Company observed Holiday. When an employee is required to work on a holiday, work for a number of hours which is equivalent to the employee's normal daily schedule of hours will be made available to the employee.

- G. No employee shall be eligible for holiday pay unless the employee works his/her last scheduled work day preceding the holiday and the next scheduled work day following the holiday unless excused by the Supervisor.

The number of holiday hours paid will be commensurate with the shift schedule in effect at the time (e.g. eight (8) hours for 5 x 8s; eight (8) or nine (9) hours for 9/80s; ten (10) hours for 4 x 10s and twelve (12) hours for 12 hour work schedules, unless it is one of the designated 8 hour days).

ARTICLE 12

PAID TIME OFF (PTO)

The parties acknowledge that this Article 12 provides paid sick leave that is different from but comparable to that contained in Section 196-b of the New York Labor Law and also specifically acknowledge that they have negotiated the Article 12 in accordance with subdivisions 9 (a) and (b) of that law.

SECTION 1 – PAID TIME OFF

Accrued Paid Time Off (PTO) can be used for (1) vacations, (2) absences from work because of illness or medical reasons for which weekly disability benefits are not payable under the Insurance Plan, or under Workers' Compensation; (3) absences from work, with approval of local Management, because of personal reasons; (4) absences from work because of Management's decision to furlough, other than disciplinary suspension; (5) furlough resulting from disciplinary action to other employees; (6) or slowdowns; (7) or any other form of work stoppage in the plant, (8) medical appointments; (9) dependent care; etc.

All employees accrue Paid Time Off (PTO) at the end of each weekly pay period, up to 52 pay periods in a calendar year. PTO is added to the employee's PTO bank the following Monday morning after the weekly pay is issued. The effective date of termination cannot be extended through the use of accrued PTO hours.

Terminated employees will be paid out any accrued and unused PTO on or near the payment of their final paycheck.

Paid Time Off will accrue at the following rates.

1. Less than five (5) years of accumulated length of service, an employee earns 2.5 hours per week (up to 130 hours per year).
 2. Between five (5) and nine (9) years of accumulated service, an employee earns 3.07 hours per week (up to 160 hours per year).
 3. Between ten (10) and fourteen (14) years of accumulated service, an employee earns 3.7 hours per week (up to 192 hours per year).
 4. Between fifteen (15) and nineteen (19) years of accumulated service, an employee earns 4.46 hours per week (up to 232 hours per year).
 5. Between twenty (20) and twenty-nine (29) years of service, an employee earns 5.23 hours per week (up to 272 hours per year).
 6. Thirty (30) years or more of accumulated service, an employee earns 6 hours per week (up to 312 hours per year).
- A. PTO hours accrued during an active pay period are not available for use for absences during that pay period. Only PTO hours accrued as of the most recently completed payroll period will be available for charging. PTO will accrue on a pro-rated basis for eligible hours worked less than a full work week.
 - B. PTO can only be scheduled on regularly scheduled work days and must be scheduled with as much advance notice as possible, and at a minimum of 24 hours in advance for each day requested off unless otherwise approved by the supervisor. PTO can be scheduled in full day increments, or as little as one (1) hour increments. Employees who exceed their eligible number of PTO hours may be subject to the disciplinary process if they exceed greater than two days of unapproved, unpaid leave.
 - C. In order to allow as many employees as possible to take a vacation during the summer months (June 15 to September 15), employees may take no more than three (3) consecutive weeks of PTO. At no time may a PTO consist of more than five (5) consecutive weeks. PTO days are to be spread out throughout the year, and management reserves the right to deny multiple leave requests that occur within close proximity.
 - D. PTO hours that have been accrued but unused during a calendar year will roll over to the next calendar year. The maximum amount of hours eligible to roll over to any new year is equivalent to twice an employee's annual PTO accrual.
 - E. The Company offers a PTO donation and PTO cash-out policy. All bargaining unit employees may be approved to donate PTO, receive a donation of PTO hours, or request a cash-out of PTO for purposes of financial or personal hardship situations. The determination of financial or personal hardship will be in accordance with applicable laws and IRS rules/regulations where appropriate. The maximum cash-out and donation will be limited to 80 hours in a calendar year.
 - F. Medical appointments related to an approved workers compensation claim may be authorized as paid leave, with proper documentation. Such time would not be deducted from an employee's PTO account.
 - G. Days for which PTO is paid shall be counted as hours worked for all purposes, except when supplementing disability pay with PTO.

- H. Reimbursement under this Section will not be made for any day or days for which the employee receives any other type of monetary benefits from the Company.
- I. PTO is accrued when an employee is in regular, active status for: (1) Days Worked; (2) Days taken as PTO or other contractually mandated and/or company approved, paid absence; (3) Time off without pay (this includes short term disability (STD) time, and workers compensation leave up to a maximum of 26 weeks, only if the employee returns to work following the disability or workers compensation leave of absence), excluding approved Leave of Absence of a continuous period of 30 days or more as defined under the West Valley Welfare Benefits Plan.
- J. PTO is not earned in pay periods during which an approved unpaid Leave of Absence of a continuous period of 30 days or more (as defined under the West Valley Welfare Benefits Plan), long term disability leave or when workers' compensation leave exceeds 26 weeks are taken.

SECTION 2 – PAY DURING PTO

- A. Employees will be paid for PTO at their current rates of pay plus any night-turn bonus being paid the regular work week prior to the PTO. Single days of PTO will be paid at their current rates of pay plus any night-turn bonus being paid the regular work day prior to the PTO absence. Employees on temporary assignment, for the convenience of management during the regular work week prior to their PTO, shall receive night shift differential, if appropriate, in their PTO pay in accordance with their shifts of record. All PTO absences will be based on the number of hours per week for which the employee is regularly assigned, but not to exceed 40 hours per week.
- B. Should any of the observed paid holidays fall within an employee's PTO period, the employee can schedule a PTO day at some other time. An employee will not be paid for both the holiday and the PTO day.
- C. Already accrued and banked PTO pay allowance shall be paid in advance on the pay day preceding the employee's absence for vacation purposes if requested in writing at least one pay period in advance.

SECTION 3– PREFERENCE AS TO TIME

- A. Employees must state their preference as to use of PTO time for vacation purposes by April 30 and, insofar as may be consistent with seasonal or other operations, the Company will endeavor to arrange vacations in accordance with stated preference by Plant seniority. The Company reserves the right to alter the date of any such vacation that may have been fixed; however, if an employee has scheduled a vacation after November 1 and the Company requests the employee to defer taking it until a later date, such employee must be permitted to take this vacation prior to March 1 of the following calendar year, or may request payment in lieu of such time off.

If an employee's scheduled PTO is changed by the Company and as a result the employee has to forfeit unrefundable fees, the employee will be reimbursed for such unrefundable fees if the following conditions occurred.

1. The PTO time was scheduled in advance.

2. Upon notification by the Company that the PTO period is being changed, the employee must advise the Company in writing that such changes in the PTO schedule will result in certain nonrefundable and/or cancellation fees which will be specified in the request. Only those fees identified at this time will be reimbursed if the Company changes the schedule PTO.
 3. The employee will make every good faith effort to recover and minimize any nonrefundable or cancellation fees.
- B. In cases of emergency and/or personal illness, an employee is expected to notify local Management as far in advance of the absence as possible (a minimum 24 hours for personal leave not due to illness), in order that local Management may have an opportunity to arrange for a replacement or to reschedule the work.
- C. The Company may schedule shutdowns for PTO or holiday purposes, including the workdays between Christmas Day and New Year's Day. Employees may use accrued PTO hours during the shutdown, or choose to take the time as unpaid. Employees without sufficient accrued PTO time will be unpaid during the shutdown. It is recognized that some employees will be requested to work during the shutdown periods. The Company shall be required to designate the time of the shutdown by **the end of November** of the **preceding** calendar year in which the shutdown will occur. The total of all periods of shutdowns in any year shall not exceed **4** working days (exclusive of Saturdays, Sundays, and observed holidays); provided, however, that the foregoing limitation shall not preclude the scheduling of a single three weeks shutdown, in lieu of any other shutdowns.

ARTICLE 13

HOURS OF WORK

SECTION 1 - DEFINITIONS

- A. "Work Day" - The twenty-four (24) hour period beginning with the employee's assigned starting time of the employee's work shift, and the employee's day of rest starting at the same time on the day or days the employee is not scheduled to work.
- B. "Regular Work Day" - Normally consists of eight (8), nine (9), ten (10), or twelve (12) work hours in addition to an uninterrupted thirty (30) minute unpaid lunch period.
- C. "Work Week" - A period of seven (7) consecutive days beginning at 11:45 p.m. Sunday for 8 hour schedules, 8:45 p.m. Sunday for 10 hour schedules, 10:45 a.m. Friday for 9/80's schedules, and 6:45 p.m. Sunday for 12 hour schedules.
- D. "Regular Work Week" - Shall consist of five (5) regular work days between Monday and Friday for 8 hour shifts except as provided by posted shift schedules. The Company agrees to review alternatives with the Union to determine if there are alternate rotating shift schedules and if they are mutually agreeable between the Company and the Union, they will be implemented. The regular work week for 9/80's, 10 hour and 12 hour shift schedules are as defined in Appendix C.

- E. “Hours Worked” - At the beginning of the shift, employees shall report dressed and ready for work at their job location and, at the completion of the shift, leave their work area upon being properly relieved by the oncoming shift or as authorized by their Supervisor. (Special instructions of the Supervisor shall apply to reporting at certain locations and under specific conditions.)
- F. “Rotating Shift” - A work schedule wherein the employee normally changes his/her hours of work on a prescribed frequency.
- G. “Normal Work Hours”
- 8 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 3:15 p.m., including a lunch break, as referenced in Section 3 of this Article.
 - 10 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 5:15 p.m., including a lunch break, as referenced in Section 3 of this Article.
 - 12 Hour Day Schedules - Normal work hours will be **5:45 a.m. to 6:15 p.m. and 5:45 p.m. to 6:15 a.m.**, including a lunch break, as referenced in Section 3 of this Article.
 - 12 Hour Sliding Schedules - Normal work hours for the sliding 12 hour day shifts will be 6:45 a.m. to 7:15 p.m., including a lunch break, as referenced in Section 3 of this Article. The 12 Hour Sliding Schedule will only apply to the PSO position as those employees transition to a day shift schedule.
 - 9/80's Day Schedules – Normal work hours will be 6:45 a.m. to 4:15 p.m. Monday through Thursday and on the Friday worked, 6:45 a.m. to 3:15 p.m., including a lunch break, as referenced in Section 3 of this Article.
- Negotiated shift schedules are subject to change by mutual agreement between Company and Union.
- H. “Day Shift” - A work schedule that normally begins between the hours of 5:00 a.m. and 10:00 a.m.
- I. Employees in the same department and qualification may change shifts provided both employees’ supervisors approve of the switch. Such a change will not result in shift premium pay.
- J. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.
- K. Alternate shift schedules, rules, and policies are addressed in Appendix C.
- L. Shift assignments which put workers on alternate shifts shall be for a defined period of time. If the need arises to cancel the alternate shift prior to the end of the defined period, the Company will give the employee at least ten (10) work days advance notice.

SECTION 2 - GUARANTEE OF WORK

Nothing in this Agreement shall be construed as being a guarantee by the Company of hours worked per day or per week.

SECTION 3 - BREAKS

Employees shall be allowed a maximum of a 15-minute break each four hours of their work day, schedule permitting with supervisor discretion. The length of breaks will be strictly enforced. The paid break periods may be combined with the 30-minute unpaid lunch break, to allow up to a one-hour lunch period.

The supervisor will consider travel time to and from the job site to the location where lunch and breaks will be taken by the work crew. Authorization is at the sole discretion of the supervisor. Individual supervisor decisions do not constitute standard practice of the Company.

Showers may be taken in accordance with Article 19, Section 6. If the work scope warrants, employees are authorized up to 15 minutes for a shower as agreed to by the supervisor. This authorization should not be unreasonably withheld. Authorization is at the sole discretion of the supervisor. Individual supervisor decisions do not constitute standard practice of the Company.

SECTION 4 - SHIFT CHANGE REQUEST

Employees by written application may exercise their privilege of selecting a shift within their department and labor grade, providing they have enough plant seniority to displace another employee of the same labor grade and qualification.

Application for a shift change will be accepted by the department supervisor during the first seven (7) days in the months of December and June of each year. New shift schedules will be posted by the department supervisor at the beginning of the third work week in December and June.

Shift changes will occur during the first full week in the months of January and July.

Any exception to the above procedure will be approved by the Chief Steward and the Human Resource Manager.

Switches between rotating shifts can only happen once a year during, the December change only.

ARTICLE 14

CALL IN TIME

SECTION 1 - CALL BACK PAY

An employee who has left the Plant premises and is called back to work after completing the employee's regular shift or who is called in on a day the employee is not scheduled to work, shall receive a minimum of four (4) hours straight time pay, or be paid at the applicable rate, whichever is greater. If the employee elects not to work all the hours requested, he/she will be

paid only for those hours worked at the applicable rate. When an employee is called back to work or called in on an unscheduled day, the employee shall be told if the call is for a specific job, project or time period. Upon completion of the job, project or time period specified by the supervisor, the employee shall have satisfied the requirements of this section to be eligible to receive a minimum of four (4) hours straight time pay.

SECTION 2 - CALL IN PAY

An employee called in to work within four (4) hours of the start of the employee's scheduled shift shall work to the end of that regular shift and will be compensated on an overtime basis for all time actually worked prior to the scheduled shift starting time, or four (4) hours straight time pay, whichever is greater, provided the employee reports for such work within one (1) hour of the time phoned, unless additional time is agreed to by the Supervisor.

SECTION 3 - PAY IF INJURED

Employees injured in the course of their employment who are unable to continue work and are sent home will be paid for the balance of the shift. If an employee is absent from work due to a work related injury that is covered under the Worker's Compensation program, the employee has an option to utilize PTO during the waiting period where worker's compensation benefits are not payable. Should the employee choose to utilize paid time off benefits, the time utilized will not be reinstatable should the employee become eligible for benefits through worker's compensation. If an employee chooses not to utilize paid time off benefits and receives no wage payments due to the waiting period requirement under the program, the Company will pay the employee the equivalent of the Worker's Compensation rate for those regularly scheduled days not worked.

If due to the Worker's Compensation payment schedule an employee is paid by Worker's Compensation for days previously paid by the Company, the employee shall reimburse the Company for the payments made by the Company.

SECTION 4 - REPORTING PAY

- A. An employee who reports for work at the beginning of the employee's regular shift or at such other time as may be designated by the Company, if not furnished four (4) hours of work, shall be given four (4) hours of pay in lieu thereof.
- B. If the Company notifies an employee not to report to work at least two hours prior to the employee's scheduled starting time, Section A shall not apply.

ARTICLE 15

OVERTIME - NIGHT SHIFT DIFFERENTIAL

SECTION 1 - OVERTIME PAYMENTS

- A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours worked within a work week. Double time shall be paid for work performed on the seventh (7th) consecutive day worked in a work week. For overtime purposes eligible employees shall have holiday and PTO pay counted-as

time worked. Employees required to work continuous shifts (i.e., more than eight hours in a regular work day) will continue to be paid the appropriate overtime rate until relieved. Double time will be paid for all hours worked on calendar Sunday outside of the employee's established shift for non-rotating employees regularly assigned to a Monday through Friday schedule, provided the employee has worked forty (40) hours in the work week.

- B. An employee, other than a temporary employee, who is required to work on a holiday will receive two (2) times the regular classified rate of pay for all hours worked in addition to eight (8) hours holiday pay at the regular rate.
- C. Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day or eight (8) hours on a holiday at the regular rate.
- D. There shall be no duplication or pyramiding of overtime and other premium pay for the same hours worked and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.
- E. Each time an employee's shift is changed within any one work week, the employee will receive time and one-half for the first shift worked of each shift change. It is understood that this section does not apply to scheduled rotating shift changes nor shift changes that keep an employee on the same shift throughout the week.

SECTION 2 - OVERTIME SCHEDULING

- A. Overtime List Management -- The Union will have the responsibility for maintaining the overtime lists. The Union will attempt to satisfy the Company's requests for overtime by asking qualified employees who are low on their respective overtime list. However, in all cases, the Union will assure that overtime assignments are made and required overtime work is accomplished.
- B. Quarterly the Company and the Union will meet to evaluate any out of spread conditions greater than 60 hours, i.e., range from highest to lowest, among employees within each of the various classifications. The remedy for out of spread conditions is to work the employee back into spread within the next 3 months. No payment will be made for out of spread situations.
- C. The overtime equalization lists will be updated and posted weekly. Posting locations shall be the Union Bulletin Boards and in all break areas.
- D. An employee who refuses overtime work, or if the employee is physically unfit to perform normal work duties, or who is absent when it is the employee's turn, or is unavailable when called in, will be considered as having worked and charged accordingly. If an employee is not given at least four (4) hours notice of overtime, the employee will not be charged for the overtime if the employee does not work. An employee who is absent will be considered for overtime in the same manner as if the employee were present, provided the employee contacts employee's supervisor before the beginning of the second hour of the employee's regularly scheduled shift. Future overtime does not include the day the employee is absent. An employee who agrees to work and does not report for work or reports to work and only works a portion of the time required will be charged double his scheduled overtime hours because he was responsible for another employee losing overtime work.

- E. If emergency overtime work should arise, including relief coverage for shifts, which was not contemplated in time to assign such work to the proper employee, the work may be performed by any available qualified bargaining unit employee in the plant, with no obligation of the Company to the employee who would have normally performed the work. The Company will make every effort to try to get an appropriate person to work.
- F. Probationary employees shall not share in overtime until all other eligible employees in their overtime group have had the opportunity to work the overtime involved.
- G. Probationary employees and transferees, when added to an overtime list, will be charged with the same number of hours as the highest employee in the group involved.
- H. Acting lead assignments may be made irrespective of overtime standings.
- I. Any overtime hours that an employee worked while temporarily assigned to another department will be charged to the employee in the employee's regularly assigned department upon return to that department, but will not exceed the highest accumulated overtime hours in the regularly assigned department. Employees temporarily assigned to another department shall remain eligible for overtime within their regularly assigned department, provided all regularly assigned operators within that shift and classification have been given the opportunity to work. Overtime in the area temporarily assigned will be given first priority when overtime is offered. Refusal of overtime in the temporarily assigned area will preclude any other overtime offer for that time period.
- J. Alternate shift rules and policies are referenced in Appendix C.
- K. If overtime work should arise which the qualified employees within the occupational group and shift refuse to perform, the overtime will be made available to any qualified bargaining unit employee. When qualified bargaining unit employees are unavailable due to refusal of overtime, Article 8 Section 1 will be utilized.
- L. When circumstances arise, which may compromise the Company's ability to comply with the overtime provisions of this agreement, the Company and Union shall meet to discuss a resolution.
- M. With the intent to manage overtime within the recognized out of spread conditions, the Company is committed to review opportunities to train employees on new systems or any changes to existing systems affecting that job classification in order to conduct the work.

SECTION 3 - NIGHT SHIFT DIFFERENTIAL

- A. Night shift differential shall be paid as follows:
 - Employees on continuous rotating shifts shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour.
 - Employees starting to work on a shift beginning between 2:00 p.m. and 6:00 p.m. shall be considered to be on the second (2) shift and shall receive a shift differential of one dollar and five cents (\$1.05) per hour.
 - Employees starting to work on a shift beginning between 9:00 p.m. and 1:00 a.m. shall be considered to be working on the third (3) shift and shall receive a shift differential of one dollar and ten cents (\$1.10) per hour.
- B. Continuous rotating shift differential shall be paid to those employees regularly assigned for more than a three week period to rotating shift schedule. Continuous rotating shift

differential will be paid on all shifts worked by the employee. Employees temporarily assigned to rotating shifts for three weeks or less will be paid the appropriate night shift differential if assigned to Shift No. 2 or No. 3. Continuous rotating shift differential shall only be paid to those employees rotating through a two or three shift schedule that provides twenty-four (24) hour-a-day, seven (7) day-a-week coverage. Continuous rotating shift differential will be paid to those in the PSO position assigned to work the 12-hour sliding schedule.

- C. Employees who work an alternate shift will be paid the shift differential for only those hours worked outside of the normal day shift work schedule as defined in Article 13, Section 1G.

SECTION 4 - WORK BEYOND REGULAR SHIFT

- A. Night shift differential payments will not apply to day employees or employees working day shifts who work beyond their regular quitting time. (Day shift shall be considered as a shift that begins and ends between 5:00 a.m. and 6:00 p.m.)
- B. When working overtime beyond Shift No. 2, Shift No. 2 differential will continue to apply on such hours extending into Shift No. 3.
- C. When working overtime beyond Shift No. 3, Shift No. 3 differential will continue to apply on such hours extending into the day shift.

SECTION 5 - COMPUTATION OF OVERTIME PAYMENTS

An employee entitled to night shift differential when working at an overtime rate shall have this overtime rate calculated on the total of the employee's base rate and any applicable night shift differential that may be due on account of work performed during night shift differential hours.

SECTION 6 - MEAL STIPEND

Employees working overtime for two (2) hours or more and every four (4) hours thereafter beyond their regularly scheduled quitting time, shall be entitled to receive seven dollars (\$7.00) as a meal stipend.

ARTICLE 16

BENEFITS

SECTION 1 - PENSIONS AND INSURANCES

Bargaining unit employees are eligible to participate in the benefit programs sponsored by the Company, as listed below and contained in Exhibit A. The benefits are as described in the following Summary Plan Descriptions and associated Amendments. These Plans may be amended during the life of this Agreement. Any Amendments to Summary Plan Descriptions will be provided to the Union.

- West Valley Welfare Benefits Plan Document and Summary Plan Description.

- West Valley Savings Plan Document (The West Valley Savings Plan as amended to provide employees hired or rehired on or after August 29, 2011, an alternative to participation in the Pension Plan. The Savings Plan was amended to include a 6% employer contribution for employees hired or rehired on or after August 29, 2011, in addition to the current feature of the plan which provides for a match of 50 cents on the dollar up to the first 6% contributed by the employee. However, an employee on Layoff status with recall rights is not treated as a rehire if recalled within the eligible period of time on the recall list as defined in the collective bargaining agreement).
- West Valley Employee Security and Protection Plan for Union-Represented employees.
- West Valley Pension Plan (limited to incumbent employees as defined in the Prime Contract DE-EM0001529. The West Valley Pension Plan was amended to exclude any employee hired or rehired on or after August 29, 2011, from eligibility to participate in the Plan. However, an employee on Layoff status with recall rights is not treated as a rehire if recalled within the eligible period of time on the recall list as defined in the collective bargaining agreement).

Active Employee Benefits

- Employer Provided
 - Business Travel Accident
 - Basic Life Insurance
 - Basic Accidental Death & Dismemberment
 - Employee Assistance Program
- Employee Elected
 - Medical
 - Dental
 - Vision
 - Health Savings Account (available to employees who elect Healthy Balance CDHP)
 - Health Care Spending Account
 - Day Care Spending Account
 - Long-term Disability Insurance
 - Optional Life
 - Dependent Life Insurance for Spouse
 - Dependent Life Insurance for Children
 - Personal Accident Insurance for Employee
 - Personal Accident Insurance for Family
 - Accident Insurance
 - Critical Illness Insurance
- Savings Plan
- Pension Plan (as amended in 2011 to exclude any employee hired or rehired on or after August 29, 2011, from eligibility to participate in the Plan, except that an employee on

Layoff status with recall rights is not treated as a rehire if recalled within the eligible period of time on the recall list, as defined in the collective bargaining agreement)

Retiree Benefits

- Pre-Medicare Medical
- Pre-Medicare Dental
- Pre-Medicare Vision
- Retiree Basic Life Insurance

The following benefit programs will also be made available to bargaining unit employees:

- Short-term Disability Insurance (Accident & Sickness Benefit Coverage)
- Layoff Benefits and Permanent Job Separation Benefits

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. Plan design is subject to change to comply with federal and state laws, without being subject to negotiations. The Union will be informed in advance of any additions or substantive changes to, or deletions from, the benefit programs.

The above benefits are subject to the terms of the individual Plan Document and Summary Plan Descriptions (Plan), and associated Amendments, which are incorporated into and made a part of this Agreement.

The Company will inform the Union of any enhancements to the Plans, changes in carriers, and annual employee contribution rates. The Union will be notified by October 1 of each year of the employee contribution rates for the following calendar year. It is agreed that no substantive changes or deletions shall occur to any Plans, including design and employee overall premium cost sharing without the agreement of the Union.

Necessary Plan changes required to avoid Affordable Care Act (ACA) excise tax and/or penalties may be implemented by the Company after bargaining with the Union.

By May 1 of each year, the Company will notify the Union of its intent to discuss benefit changes, if necessary.

SECTION 2 - BEREAVEMENT PAY

- A. An employee with thirty (30) days continuous service who is excused from work because of the death in employee's immediate family shall be paid the employee's regular rate of pay for the normal scheduled working days excused, up to a maximum of three (3) work days. Such paid leave will be limited to three (3) consecutive regular work days within a period of five (5) consecutive calendar days starting on the day immediately following the day of death. In the event an employee meeting the requirements listed above is absent from work because of the death of a mother, father, step-mother, step-father, spouse, foster child residing in the home, or of the employee's child, spouse, or stepchild, he or she will be compensated for an additional two (2) consecutive work days for time lost by reason of each such absence within a period of seven (7) consecutive calendar days starting on the day immediately following the day of death. The employee will be

excused when the employee notifies his/her Supervisor that a death has occurred in the employee's immediate family and that the employee wishes to be excused.

- B. Employees may take the allotment of bereavement time outside of the 5- or 7- consecutive calendar day period should extenuating circumstances warrant upon request and approval by management.
- C. Immediate family for the purpose of this Section is defined as mother, father, step-mother, step-father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, step-brother, step-sister, grandparent, grandchild and step-child, and foster child residing in the employee's home. The in-law relationship will terminate for purposes of this Section 6 upon divorce or annulment (i.e., legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage--that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.
- D. Hours paid for by the Company during such leave shall be included in the computation of overtime pay.
- E. Alternate shift rules and policies are referenced in Appendix C.
- F. Alternative work schedules can be arranged with the supervisor for the bereavement period. No shift change premium will be paid as a result of the alternate shift schedule.

SECTION 3 - WEEKLY DISABILITY

- A. An employee who is absent from work due to a non-work related disability is required to utilize any available PTO, as applicable, during their first week of absence for which weekly disability benefits are not payable under the Insurance Plan. An employee may choose to utilize up to a maximum of 40 hours additional PTO as applicable in lieu of receiving disability payments.
- B. The Company will pay the waiting period, if required, for the first week of absence for which weekly disability benefits are not payable at the Accident and Sickness rate benefit in effect for that employee, if that employee is off on disability for four (4) weeks or more and no more than once in any calendar year.

SECTION 4 - TUITION REFUND PLAN

A tuition refund plan shall be made available to all bargaining unit employees according to the policies and procedures now in effect for salaried personnel.

SECTION 5 - COMPENSATION HEARINGS

An employee, called to appear in connection with the employee's Workers' Compensation Board Case at CHBWW shall be paid for time lost from the employee's work at the employee's regular rate.

SECTION 6 - JURY DUTY/COURT ATTENDANCE

- A. Whenever a full-time, regular employee is scheduled to serve on jury duty or respond in court in answers to a subpoena, the employee may be assigned, if requested, to the straight day shift during the period of time the employee is actually required to appear or be on call. If said employee actually loses work because of such court appearances, the Company will reimburse the employee for the applicable straight time rate, less the jury duty/subpoena fee received with respect to such loss.
- B. Employees will be reimbursed in the manner set forth in Paragraph A. above when time is lost because of attendance at a proceeding of a court or government agency at the request of the Company or in response to a subpoena served on the employee. However, when subpoenaed by other than the Company, the employee will not be reimbursed if the employee, the Company, or the I.A.M. and/or the Local Union is a party in the case, or the employee has any direct interest or financial interest in the case.
- Employees dismissed from jury duty or court attendance at twelve noon or before shall be required to report to work within one hour of said dismissal to work the balance of the employee's normal work day.
- C. Compensation for jury duty/court attendance as set forth in this Section shall be given only for straight-time hours lost. Time lost will be counted in computing overtime.

ARTICLE 17

HOURLY RATE SCHEDULES AND JOB CLASSIFICATIONS

SECTION 1 - HOURLY RATE SCHEDULE

The Hourly Rate Schedule as attached in Appendix B shall be in effect for the duration of this Agreement.

SECTION 2 - JOB CLASSIFICATIONS

The Company will notify the local Union, in writing, of new or changed job descriptions and their slottings by furnishing the copies at least ten (10) days prior to making them effective. Such effective date may be extended by mutual agreement in writing. If the Union does not agree with the "slotting" of the new or changed classification, it may process a grievance when the proposed classification becomes effective provided, however, that if no such grievance is filed within thirty (30) days after the date on which the new or changed job classification became effective, such classification shall be considered satisfactory.

ARTICLE 18

STRIKES AND LOCKOUTS

SECTION 1 - NO STRIKES

- A. For the duration of this Agreement, the Union, its Officers, representatives, and members shall not directly or indirectly authorize, cause, instigate, encourage, aid, ratify, or condone, nor shall any employee engage in any strike, slow-down or stoppage of work, boycott, picketing or other interruption of work at the Company's operations. A "strike" for purposes of this no-strike clause also includes any failure or refusal on the part of one or more employees to cross a picket line which has been established by any other Union or any person or persons.
- B. Any employee participating in a violation of this Section may be subject to disciplinary action. The Union may involve the grievance procedure on the question of whether the disciplined employee did or did not participate in the violation of this Section.

SECTION 2 - NO LOCKOUTS

For the duration of this Agreement, the Company shall not lock out its employees.

ARTICLE 19

GENERAL

SECTION 1 - SAFE WORKING CONDITIONS

- A. In the interest of safe working conditions, the Company shall continue to maintain and direct a safety program at the Plant, and establish policies, rules and practices to enforce this program. The Company shall review new safety policies with the Union. The Company and Union agree to use pre-job mockups for complex and high risk jobs with new or unfamiliar work scopes.
- B. Management and the Union commit to ensure the workforce is adequately represented at all PPE meetings by either the primary representative or their alternate. Management and the Union also recognize the importance of the workforce's participation in the work review process as it pertains to preplanning and the Work Review Group. Management and the Union will ensure the workforce's PPE concerns are considered at the earliest stages of the work review process.
- C. Management and the Union understand the need for adequate modesty clothing, winter gear, foul weather gear and arc flash clothing. By agreement, Management will replace these items as needed. In addition, the boot allowance will be modified in the Company policy as discussed.

SECTION 2 - HEALTH AND SAFETY

- A. Because the employees' safety is of prime consideration by both parties to this Agreement, there shall be a Safety Committee with hourly member participation. These participants shall normally meet monthly and discuss unsafe and unsanitary working conditions, and report their findings and recommendations to the Safety Department for consideration and appropriate action, whenever its judgment is deemed necessary. The Company will ask for at least one volunteer from each Unit designated in ARTICLE 6, Section 1B to be on the Committee.
- B. In recognition that Health, Safety and Training are interrelated and of paramount importance to both the Company and the Union, there shall be a joint "Health, Safety and Training Committee." When issues arise, a joint effort to identify solutions will be established. This committee shall meet at least once per month. The union shall be represented by the Executive Board and Stewards.

The issues to be addressed to include, but not limited to, the review or establishment of new or changing safety policies, any safety issues, development of new training programs or changes to existing programs, solutions to training concerns and review of the overall effectiveness of training. Careful consideration shall be given to all recommendations made by the committee.

SECTION 3 - PROTECTIVE SECURITY

The Union and employees shall comply with all protective security regulations required in the operation of the Plant.

SECTION 4 - MEDICAL

All bargaining unit personnel will receive at the Company's expense, by a physician employed for that purpose by the Company, a minimum of one (1) physical examination per year. Other medical procedures may be continued, modified, or discontinued by the Company based on professional medical and Health and Safety recommendations.

SECTION 5 - COMPANY EQUIPMENT

It is understood and agreed that tools are a mechanism by which Operations and Maintenance alike can accomplish their defined tasks. The Company shall provide tools, work clothes, safety glasses and protective clothing to the employee. Eye examinations and prescriptions are at the employee's expense. All items thus provided remain the Company's property and will not be taken off the Company's premises except in performance of the Company's work. All items will be furnished on a return-to-replace basis. Any such items lost by the employee will be paid for by the employee at cost.

SECTION 6 – LUNCH/BREAKROOM, LOCKER/SHOWER FACILITIES

Appropriate and acceptable lunch room with tables and chairs, and also appropriate and acceptable shower facilities and lockers shall be provided. The Company will ensure compliance with all OSHA and safety requirements regarding showers. Showers may be taken upon completion of one's assigned shift. Showers will also be permitted during the shift as warranted by work conditions (with supervisory approval), and are also permitted after entries requiring

extensive PPE. Lockers shall be provided by the Company for the employees, and the Union shall encourage the employees to act in a responsible and orderly manner when utilizing these facilities. These facilities' first use is for employee breaks and meal times; however, when not in use for these purposes, employees may use these areas for meetings.

SECTION 7 - DECONTAMINATION ROOM

The Employer will provide a separate room to be used for decontamination with soap and brushes. At least two (2) sinks, one (1) for shoes and other apparel and one (1) for the body, shall be furnished. The Company will make a reasonable effort to keep the room clean and orderly. The Union will encourage the employees to act in a responsible and orderly manner when utilizing this facility.

SECTION 8 - DISCLOSURE INFORMATION

Employees will comply with the disclosure information required by Company policy to protect proprietary information or potential conflict of interests (e.g., Intellectual Property Agreements, Conflict of Interest Questionnaires, DOD Questionnaires, etc.).

SECTION 9 - LABOR-MANAGEMENT REVIEW COMMITTEE

The Company and the Union agree to establish a Joint Labor Management Committee which shall meet as required and as mutually agreed. The function of the committee will be to review any practices or work assignment that might lead to misunderstandings, disputes or applications of this agreement that seriously impact the continuity of the project. The Company and Union shall strive to ensure that appropriate consideration is given to Union capabilities prior to the subcontracting of work at the West Valley Demonstration Project.

During the course of this agreement, Management and the Union will commit to periodically review the hourly staffing needs at CHBWV. Specifically, the parties to this agreement will review the status of ongoing and emergent projects and other work at CHBWV and their effects on required staffing, at least every six months; the results of which will be documented. These meetings will serve as a necessary part of planning and adjustments to the hourly workforce.

SECTION 10 – PAY CHECK DISTRIBUTION

The Company will mail all pay stubs for those with authorized direct deposit through US Mail to Bargaining Unit employees every Wednesday. All paychecks will be available at the Guardhouse from Thursday afternoon through 8:00 a.m. Monday morning for pick-up by Bargaining Unit personnel. All pay checks not picked up by the designated time will be mailed.

SECTION 11 – CELLULAR TELEPHONE STIPEND

The Company will evaluate the need for a cell phone stipend on a case by case basis pursuant to the Company Site Cellular Phone Program Policy (WV-861).

SECTION 12 – EMPLOYEE DEVELOPMENT

The Company supports the continued training and development of all employees, by periodically evaluating work responsibilities within job classifications and identifying training development opportunities that may help the project. If it becomes feasible to implement training, when selecting individuals to participate in identified training opportunities, the Company will determine the number of participants. When selecting participants for these identified training opportunities, the Company and Union will produce separate lists of proposed participants. Parties will review and create a single list of agreeable individuals. Individuals will be chosen for participation from the combined final list by order of seniority. In this type of instance, the costs would either be covered by the Company up front or as reimbursement after successful completion of the training.

ARTICLE 20

SUCCESSOR ASSIGNEES

All provisions of this Agreement shall be binding upon the Company. In the event of any sale, transfer, merger, acquisition, or consolidation, the Company shall notify the Union before the transaction has been completed. It is the intent of this Article to promote industrial peace and harmony.


In no event shall CHBWV be liable for damages for any failure by any successor entity to observe the terms of this Article.


ARTICLE 21

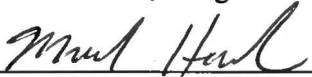
DURATION


This Agreement shall become effective September 1, **2020**, and will continue in full force and effect through August 31, **2023** inclusive, and thereafter it shall be automatically renewed beyond August 31, **2023** for successive periods of twelve (12) months unless at least sixty (60) days prior to August 31, **2023** or sixty (60) days prior to the end of any subsequent period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement. In addition, should the Union notify the Company thirty (30) days prior to April 30, **2023**, of its interest in early renegotiations, the Company agrees it will begin good faith bargaining at that time.

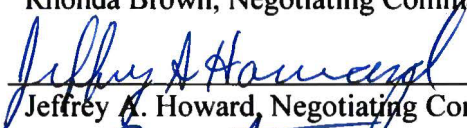
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
DISTRICT 65, ON BEHALF OF LOCAL LODGE 2401

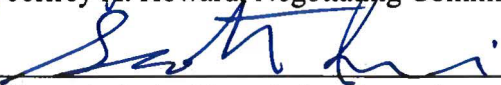
By: 
Peter B. Cooney, I.A.M.A.W. Business Representative


By: 
W. Rob Dallas, Lodge 2401 President


By: 
Mark D. Hebdon, Lodge 2401 Chief Steward

By: 
Rhonda Brown, Negotiating Committee


By: 
Jeffrey A. Howard, Negotiating Committee

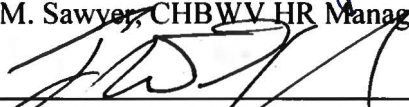
By: 
Scott A. Irvin, Negotiating Committee

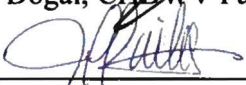
By: 
Marcus A. Perrington, Negotiating Committee

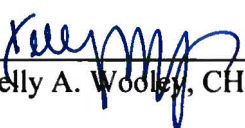
By: 
Brett J. Proctor, Negotiating Committee

CH2M HILL ♦ BWXT WEST VALLEY, LLC:

By: 
Toni M. Sawyer, CHBWV HR Manager

By: 
Thomas D. Dogal, CHBWV Facility Disposition Manager

By: 
Jeffery Williams, Jacobs Labor Relations

By: 
Kelly A. Woolley, CHBWV Deputy General Manager

**APPENDIX A
OCCUPATIONAL GROUPS**

Classification

Labor Grade

GROUP 1A – D&D/WASTE OPERATIONS CRAFT

Senior D&D/WO Craft 9

D&D/WO Craft..... 8

GROUP 1B – D&D/WO TECHNICIANS

D&D/WO Technicians..... 5

GROUP 1C – ELECTRONIC/ELECTRICAL

Sr. Electronic/Electrical Specialist..... 9

Electronic/Electrical Specialist 8

GROUP 1D – INSTRUMENTATION

Sr. Instrument Specialist 9

Instrument Specialist..... 8

GROUP 2 – PLANT SYSTEMS OPERATIONS

Plant Systems Sr. Operations Specialist 9

Plant Systems Operations Specialist..... 8

GROUP 3 – DECONTAMINATION & DECOMMISSIONING/WASTE OPERATIONS

D&D/Waste Operations Senior Specialist 9

D&D/Waste Operations Specialist 8

APPENDIX B

HOURLY RATE SCHEDULE

Effective 9-07-2020

Wage increase of 3.50%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$37.45	\$38.69	\$39.97	\$42.34
8	\$35.71	\$36.97	\$38.22	\$40.44
5	\$29.16	\$30.19	\$31.23	\$32.30

Step Increases are in six (6) month intervals.

Effective 9-06-2021

Wage increase of 2.50%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$38.38	\$39.66	\$40.97	\$43.40
8	\$36.60	\$37.89	\$39.18	\$41.45
5	\$29.88	\$30.95	\$32.01	\$33.11

Step Increases are in six (6) month intervals.

Effective 9-05-2022

Wage increase of 2.25%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$39.25	\$40.55	\$41.89	\$44.38
8	\$37.42	\$38.75	\$40.06	\$42.38
5	\$30.56	\$31.64	\$32.73	\$33.85

Step Increases are in six (6) month intervals.

RESPIRATOR INCENTIVE PAY

Employees that utilize respirators in their current job qualification, and obtain and maintain necessary respirator qualifications, subject to approval of respirator qualification training by his or her manager, will receive a \$1.00 increase to their hourly base wage. The new respirator incentive pay system will become effective the first pay period following ratification of the contract

If the employee transfers to another position that does not require use of a respirator, or if necessary qualifications are not maintained, the uplift to the base pay will be immediately discontinued.

ACTING LEAD PAY

Labor Grade 9 employees assigned as Acting Lead by management shall be paid an additional \$4.00 per hour for the actual time performing this role.

EMPLOYEE BONUS PROGRAM

It is agreed that during the course of the CBA, if the Company establishes a new Employee Bonus Program the Bargaining Unit will be included as participants in the program.

APPENDIX C
ALTERNATE SHIFT SCHEDULES

4-10 HOUR DAY SCHEDULE

1. The regular work week for employees on 10-hour shift schedules will be divided into two schedules. One group will be scheduled from Monday through Thursday, and the other group will be scheduled from Tuesday through Friday.
2. Normal work hours will be 6:45 a.m. - 5:15 p.m. with one-half hour for lunch.
3. PTO will be based on hours and must be scheduled in accordance with Article 12.
4. Holidays: The holiday schedule for the 10-hour shifts will be established and announced by November 15 of each year and will consist of ten (10) 10-hour holidays. Employees that move from a 10 to 12-hour schedule (and vice versa) will receive 100 hours of Holiday time in a calendar year, provided they meet the requirements of eligibility outlined in Article 11.
5. Overtime:
 - a) First 10 hours of shift is paid at straight time.
 - b) Any overtime continuous with 10-hour shift would be paid at time and one-half up to 12 hours in any one day and then at double time. Employees will not normally be scheduled or requested to work more than four (4) hours overtime in any one day.
 - c) Any overtime on off days on Monday, Friday or Saturday will be paid at time and one-half assuming the employee has worked his/her 40-hour schedule.
 - d) Overtime on Sundays will be paid at double time.
 - e) Holiday pay will be paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay for each hour worked.
6. Meal stipends will be payable only after working two hours beyond the regular scheduled quitting time.
7. The appropriate shift differentials as defined in Article 15 Section 3A will be paid for any agreed upon second or third 10-hour shifts.
8. If employees sign up for snow removal, they normally will be called in no earlier than two hours prior to the beginning of their shift. They may be called in on their off days
9. Shift Change: We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.
10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to the 4-10 schedule; however, it shall give preference to volunteers and by seniority where qualifications are equal.

12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

12-HOUR SHIFT SCHEDULES

1. Continuous 12-Hour Rotating Shift: Where an employee rotates on a twelve (12) hour schedule between the day and night shift.
2. Sliding 12-Hour Day Shift: Where an employee works a twelve (12) hour day shift schedule that continuously rotates days worked during the week.
3. The regular work week for employees on the continuous 12 hour rotating shifts and sliding 12 hour day shift will be Monday through Sunday (based on the 12-hour schedule presented). (Monday is defined 5:45 p.m. Sunday night ending 6:15 a.m. Monday for the 12-hour rotating shifts)
4. Normal work hours for the continuous 12-hour rotating shifts will be **as defined in Article 13, Section 1G.**
5. Normal work hours for the sliding 12-hour day shifts will be **as defined in Article 13, Section 1G.**
6. PTO will be based on hours and must be scheduled in accordance with Article 12.
7. Employees on 12-hour shifts will have the flexibility of taking and being paid for either 40 or 48 hours of PTO pay when scheduling one of their 48-hour weeks off, as PTO.
8. Holidays: The holiday schedule for the 12-hour rotating shifts will be established and announced by November 15 of each year and will consist of seven (7) 12-hour holidays and two 8-hour holidays. At the time the holiday schedule is established, the Union may recommend selection of either Good Friday or Easter Sunday as a holiday for that calendar year. Also, the 12-hour employee may choose which of the designated holidays they wish to designate as their 8-hour holidays during the year. Employees that move from a 10 to 12-hour schedule (and vice versa) will receive 100 hours of Holiday time in a calendar year, provided they meet the requirements of eligibility outlined in Article 11.
9. Overtime:
 - a) First 12 hours of shift is paid at straight time.
 - b) Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day. Employees will not normally be scheduled or requested to work more than four hours.
 - c) Any overtime on off days paid at one and one-half times assuming the employee has worked his/her normal 36 or 48 hour schedule. Hours worked on Sunday which are normally scheduled off will be paid at double time. Double time shall be paid for work performed on the last day normally scheduled off if seven days are worked in a work week.

- d) Holiday pay paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay assuming holidays are 12 hours.
- 10. Meal stipends would be payable only after working two hours beyond their regularly scheduled quitting time.
- 11. If employees sign up for snow removal, they will only be called on their day off.
- 12. Shift Change: We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.
- 13. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
- 14. Staffing Requirements: The Company reserves the right to choose the personnel assigned to 12-hour shifts; however, it shall give preference to volunteers and by seniority where qualifications are equal.
- 15. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

9/80 WORK SCHEDULE

1. The nine/eighty (9/80) hour shift is a work schedule in which nine (9) hours are worked Monday through Thursday. On Fridays, employees work eight (8) hours on one Friday and are scheduled off the other Friday.
2. The workweek ends at 10:44 a.m. on Friday and begins at 10:45 a.m. on Friday, as shown below.

	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
Week 1	OFF	9	9	9	9	4 (End of week at 10:44 a.m.)					
Week 2						4 (Start of week at 10:45 a.m.)	9	9	9	9	OFF

3. The work hours will be 6:45 a.m. to 4:15 p.m., Monday through Thursday. Work hours on the Friday worked will be 6:45 a.m. to 3:15 p.m. An uncompensated ½ hour meal period will be observed.
4. PTO will be based on hours and must be scheduled in accordance with Article 12.
5. Holidays: The holiday schedule for the 9/80 work schedule will be established and announced by November 15 of each year and will consist of ten (10) holidays payable in either eight (8) or nine (9) hours, depending which day of the week the holiday falls. An additional eleventh paid personal holiday, valued at nine (9) hours will be provided to employees working the 9/80 schedule.
6. Overtime:
 - a) First (9) or eight (8) hours of a regularly scheduled shift are paid at straight time.
 - b) Any overtime continuous with the 9 or 8-hour shift would be paid at time and one-half up to 12 hours in any one day and then at double time. Employees will not normally be scheduled or requested to work more than four (4) hours overtime in any one day.
 - c) Any overtime on off days (Friday or Saturday) will be paid at time and one-half, assuming the employee works his or her 40-hour schedule.
 - d) Overtime on Sundays will be paid at double time.
 - e) Holiday pay will be paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay for each hour worked.
7. Meal stipends will be payable only after working two hours beyond the regular scheduled quitting time.
8. If employees sign up for snow removal, they normally will be called in no earlier than two hours prior to the beginning of their shift. They may be called in on their off days.
9. Shift Change: There will be no pay for shift changes when an employee is placed onto this schedule, nor at those times when the employee is scheduled in advance by the end

of the shift Thursday of the previous week shift schedule for a different shift scheduled the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.

10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to the 9/80's work schedule; however, it shall give preference to volunteers and by seniority where qualifications are equal.
12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

EXHIBIT A

CH2M HILL BWXT WEST VALLEY, LLC

Sponsored Benefit Plans and Contribution Rates

There will be no change to the Plan provisions of the following Benefit Plans for CY2021:

Active Employee Benefits

- Employer Provided
 - Business Travel Accident
 - Basic Life Insurance
 - Basic Accidental Death & Dismemberment
 - Employee Assistance Program

- Employee Elected
 - Medical - including maintaining the Good Life Program
 - Dental
 - Vision
 - Health Savings Account (available to employees who elect Healthy Balance CDHP)
 - Health Care Spending Account
 - Day Care Spending Account
 - Long-term Disability Insurance
 - Optional Life
 - Dependent Life Insurance for Spouse
 - Dependent Life Insurance for Children
 - Personal Accident Insurance for Employee
 - Personal Accident Insurance for Family
 - Accident Insurance
 - Critical Illness Insurance

- Savings Plan

- Pension Plan (as amended in 2011 to exclude any employee hired or rehired on or after August 29, 2011, from eligibility to participate in the Plan, except that an employee on Layoff status with recall rights is not treated as a rehire if recalled within the eligible period of time on the recall list, as defined in the collective bargaining agreement)

- Layoff Benefits and Permanent Job Separation Benefits

Retiree Benefits

- Pre-Medicare Medical
- Pre-Medicare Dental
- Pre-Medicare Vision
- Retiree Basic Life Insurance

BENEFIT PLAN PROVISION CHANGES

The Company proposes the following change to the Company provided benefit:

SHORT-TERM DISABILITY INSURANCE (ACCIDENT & SICKNESS BENEFIT COVERAGE)

Effective January 1, 2021: A change to the Maximum Weekly Benefit will be made in addition to changes regarding the duration an employee who is Totally Disabled will remain on the Company rolls and participation in benefit coverages as described below:

Current Maximum Weekly Benefit	Proposed Maximum Weekly Benefit effective January 1, 2020
The plan will pay up to 60% of base pay to a maximum of \$650 per week. Benefits may be provided for up to 26 weeks	The plan will pay up to 60% of base pay to a maximum of \$800 per week. Benefits may be provided for up to 26 weeks

Current Welfare Benefit Plan Provision	Welfare Benefit Plan Change (Effective January 1, 2021)
<p>If you do not return to work within 24 months from your last day worked, your employment with the Employer will be terminated.</p> <p>Your benefits coverage may be eligible for continuation after the termination of your employment as described in this section. If you are eligible to Retire before your employment is terminated (<i>i.e.</i>, 24 months from your last day worked), you must inform your local human resources office that you want to Retire before your employment is terminated. (See Appendix A for the definition of Retire.)</p>	<p>If you do not return to work within 18 months from your last day worked, your employment with the Employer will be terminated.</p> <p>Your benefits coverage may be eligible for continuation after the termination of your employment as described in this section. If you are eligible to Retire before your employment is terminated (<i>i.e.</i>, 18 months from your last day worked), you must inform your local human resources office that you want to Retire before your employment is terminated. (See Appendix A for the definition of Retire.)</p>
<p>Medical Insurance. Through Company Continuation, if you are enrolled, coverage may automatically continue for yourself and your Eligible Dependents during your Total Disability for 6 months after which you are automatically enrolled through COBRA. Your contributions must continue during the period of 100% salary continuance. No contributions are required during the period of salary continuance paid at 50%, during the period of Accident & Sickness Benefit Coverage, and for the first 18 months on COBRA. COBRA coverage continues for another 12 months (to a total of 36 months from last day worked), during which you must pay the equivalent of the Retiree rates.</p> <p>Vision & Dental Insurance. Same as 1st paragraph above under Medical Insurance.</p>	<p>Medical Insurance. For Hourly employees coverage continues at no cost during the period of Accident & Sickness Benefit Coverage and for the first 6 months on COBRA for a total of the first 12 months of your Total Disability. Further continued coverage is available through COBRA at the equivalent of the Active Employee Rate for the next 12 months while on COBRA and the equivalent of the Retiree premium rates for the last 12 months (to a total of 36 months from last day worked) of the COBRA continuation period.</p> <p>Vision & Dental Insurance. Same as 1st paragraph above under Medical Insurance.</p>

Basic Life Insurance

If you are not eligible to Retire before your employment is terminated (*i.e.*, 24 months from your last day worked):

Coverage generally continues as long as you are Totally Disabled and remain employed with the Employer, but not more than 24 months from your last day worked. You may then apply for an individual converted life insurance policy with the insurance carrier. Please see the insurance certificate for details, including time limitations.

If you are eligible to Retire before your employment is terminated (*i.e.*, 24 months from your last day worked), and you have informed your local human resources office that you want to Retire before your employment is terminated:

Coverage generally continues as long as you are Totally Disabled and you have elected to Retire before your employment is terminated (*i.e.* 24 months from your last day worked), at which time the amount of your basic life insurance coverage reduces to \$10,000. Conversion option may be available for continuation of coverage beyond the time it otherwise would end. Please see the applicable insurance certificate for details, including time limitations.

Basic Life Insurance

If you are not eligible to Retire before your employment is terminated (*i.e.*, **18** months from your last day worked):

Coverage generally continues as long as you are Totally Disabled and remain employed with the Employer, but not more than **18** months from your last day worked. You may then apply for an individual converted life insurance policy with the insurance carrier. Please see the insurance certificate for details, including time limitations.

If you are eligible to Retire before your employment is terminated (*i.e.*, **18** months from your last day worked), and you have informed your local human resources office that you want to Retire before your employment is terminated:

Coverage generally continues as long as you are Totally Disabled and you have elected to Retire before your employment is terminated (*i.e.* **18** months from your last day worked), at which time the amount of your basic life insurance coverage reduces to \$10,000. Conversion option may be available for continuation of coverage beyond the time it otherwise would end. Please see the applicable insurance certificate for details, including time limitations.

**CONTRIBUTION RATES
FOR ACTIVE FULL-TIME EMPLOYEES
EFFECTIVE JANUARY 1, 2021**

Wellness Program Provision

Effective January 1, 2021: CHBWV will continue to require both employee and spouses of employees who are covered under the company offered medical coverage to participate in the defined wellness program, currently called “The Good Life”, that is offered through BCBS of WNY in order for the employee to maintain the established employee cost share of the medical plan premiums.

The program requires employees and spouses of employees enrolled in the medical plans to participate in required health and wellness activities in order to maintain the established employee cost share of the medical plan premiums. There will be an *additional employee premium contribution equating to 10% of the premium rates* for employees who do not complete certain health improvement activities as defined under the program and whose spouses covered under the medical plan do not complete the health improvement activities. Both employee and spouse must complete the health improvement activities to be eligible to maintain the lower premium rate.

MEDICAL COVERAGE

The overall employer/employee cost share ratio for the total cost of the Medical/Rx premiums for the medical plans offered will remain at an overall 80% employer/20% employee cost share with the Company contributing a higher overall percentage to the Healthy Balance plans compared to the Traditional plan.

Effective January 1, 2021: Changes to the employee contribution rates for Medical/Rx plans for CY2021 will be as described below based on the cost share methodology.

The employee contribution rates for CY2022 and beyond for the duration of this agreement will be provided to the Union by October 1 of each year prior to the effective date.

**Employee Monthly Medical Premium Contribution Amounts
for Full-Time Employees for CY2021**

Healthy Balance Point-of-Service (POS) 8200				
Good Life Program Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$59.15	\$124.37	\$106.41	\$171.43
\$70,000 to \$99,999	\$103.51	\$217.64	\$186.22	\$300.01
\$100,000 and over	\$140.48	\$295.37	\$252.72	\$407.16
Good Life Program Non-Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$133.08	\$279.83	\$239.42	\$385.73
\$70,000 to \$99,999	\$177.45	\$373.10	\$319.23	\$514.30
\$100,000 and over	\$214.41	\$450.83	\$385.73	\$621.45

Healthy Balance PPO 8000				
Good Life Program Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$95.57	\$200.96	\$171.93	\$276.98
\$70,000 to \$99,999	\$139.93	\$294.23	\$251.74	\$405.56
\$100,000 and over	\$176.90	\$371.96	\$318.24	\$512.71
Good Life Program Non-Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$169.50	\$356.42	\$304.94	\$491.28
\$70,000 to \$99,999	\$213.87	\$449.69	\$384.75	\$619.85
\$100,000 and over	\$250.83	\$527.42	\$451.25	\$727.00

Traditional PPO 805				
Good Life Program Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$126.52	\$266.03	\$227.61	\$366.70
\$70,000 to \$99,999	\$205.60	\$432.30	\$369.86	\$595.88
\$100,000 and over	\$276.77	\$581.94	\$497.89	\$802.15
Good Life Program Non-Participants				
Salary Band*	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Less than \$70,000	\$205.60	\$432.30	\$369.86	\$595.88
\$70,000 to \$99,999	\$284.67	\$598.56	\$512.11	\$825.07
\$100,000 and over	\$355.84	\$748.21	\$640.14	\$1,031.34

- Benefit Pay for purposes of calculating your medical premium contribution is your base pay as of September 1st of the year prior to the benefits effective date or your base pay upon hire.

DENTAL PLAN COVERAGE

At the present time, the West Valley Welfare Benefits Plan offers dental coverage with required employee contributions per payroll period. The employee contributions for Dental coverage are established using a 70% employer/30% employee cost share.

Effective January 1, 2021: There will be no change to the employee contribution rates for the dental plan coverage. The rates will remain for CY2021 as described below based on the cost share methodology.

The rates for the 2022 calendar year and beyond for the duration of this agreement will be established using the same cost share methodology and will be provided to the Union by October 1 of each year prior to the effective date.

Monthly Dental Premium Contribution Amounts for Full-Time Employees			
Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
\$9.56	\$19.13	\$18.17	\$27.74

VISION COVERAGE

At the present time, the West Valley Welfare Benefits Plan offers Vision coverage through VSP with required employee contributions per payroll period. The employee contributions for Vision coverage are established using a 70% employer/30% employee cost share

Effective January 1, 2021: The employee contribution rates for CY21 (based on a 70% employer/30% employee cost share) will be as described below. The rates for the CY2022 and beyond for the duration of this agreement will be established using the same cost share methodology and will be provided to the Union by October 1 of each year prior to the effective date.

Monthly Vision Premium Contribution Amounts for Full-Time Employees			
Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
\$3.50	\$5.05	\$5.89	\$9.41

HEALTH SAVINGS ACCOUNT EMPLOYER CONTRIBUTION

Effective January 2021. There will be no change to the current employer contribution to the Health Savings Account. The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

OPTIONAL LIFE INSURANCE

There will be no change to the current employee premium rates for CY2021 and are as described below.

The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

Coverage	Current Rate (per \$1000 of coverage/month)
• 0 TO 24	\$0.07
• 25 TO 29	\$0.08
• 30 TO 34	\$0.12
• 35 TO 39	\$0.13
• 40 TO 44	\$0.17
• 45 TO 49	\$0.26
• 50 TO 54	\$0.42
• 55 TO 59	\$0.77
• 60 TO 64	\$1.18
• 65 TO 69	\$2.28
• 70 +	\$3.67

DEPENDENT LIFE INSURANCE FOR SPOUSE

There will be no change to the current employee premium rates for CY2021 and are as described below.

The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

Coverage	Current Rate (per \$1000 of coverage/month)
• 0 TO 29	\$0.07
• 30 TO 34	\$0.10
• 35 TO 39	\$0.11
• 40 TO 44	\$0.14
• 45 TO 49	\$0.22
• 50 TO 54	\$0.35
• 55 TO 59	\$0.64
• 60 TO 64	\$0.98
• 65 TO 69	\$1.90
• 70 +	\$3.06

DEPENDENT LIFE INSURANCE FOR CHILD(REN)

There will be no change to the current employee premium rates for CY2021 and are as described below.

The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

Coverage Level	Monthly Rate
\$10,000	\$1.39

PERSONAL ACCIDENT INSURANCE

There will be no change to the current employee premium rates for CY2021 and are as described below.

The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

Coverage	Current Rate (per \$1000 of coverage/month)
Employee Coverage	\$0.031
Dependent Coverage	\$0.044

LONG-TERM DISABILITY INSURANCE

There will be no change to the current employee premium rates for CY2021 and are as described below.

The Union will be notified of any revisions to the rates for the CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

Benefit Level	Employee Contribution Rate (per \$100 of monthly covered payroll)
50%	\$0.243
60%	\$0.392

**EMPLOYEE PREMIUM RATES FOR VOLUNTARY INSURANCE BENEFITS
FOR FULL-TIME ACTIVE EMPLOYEES**

There will be no change to the current employee premium rates for CY2021 and remain as described below.

Rates for the Accident and Critical Illness plans will be evaluated annually. The Union will be notified of any revisions made by the insurance company to the rates for CY2022 and beyond for the duration of this agreement by October 1 of each year prior to the effective date.

ACCIDENT INSURANCE PLAN (Individual Contracts)

Monthly Employee Premiums for Preferred Benefits with Health Screening FULL-TIME EMPLOYEES			
Employee Only	Employee + Spouse	One Parent Family	Two Parent Family
\$17.92	\$23.96	\$26.56	\$32.61

CRITICAL ILLNESS INSURANCE PLAN (Individual Contracts)

Basic Critical Illness Benefit, with Subsequent Diagnosis, Diagnosis of Cancer Benefit, \$50 Health Screening Benefit, HSA Compliant Non-Tobacco Monthly Rates				
	Named Insured	Employee + Spouse	One Parent Family	Two Parent Family
Ages 16-29	\$7.51	\$10.14	\$8.01	\$10.74
Ages 30-39	\$10.81	\$15.14	\$11.31	\$15.54
Ages 40-49	\$17.91	\$25.75	\$18.41	\$26.24
Ages 50-59	\$30.62	\$45.44	\$31.02	\$46.15
Ages 60-74	\$49.22	\$73.64	\$50.22	\$76.15

Basic Critical Illness Benefit, with Subsequent Diagnosis, Diagnosis of Cancer Benefit, \$50 Health Screening Benefit, HSA Compliant Tobacco Monthly Rates				
	Named Insured	Employee + Spouse	One Parent Family	Two Parent Family
Ages 16-29	\$8.81	\$12.14	\$9.41	\$12.74
Ages 30-39	\$14.01	\$19.84	\$14.41	\$20.24
Ages 40-49	\$25.62	\$37.24	\$26.02	\$37.75
Ages 50-59	\$46.22	\$69.55	\$46.51	\$70.15
Ages 60-74	\$77.82	\$117.55	\$79.11	\$120.55

**BENEFITS PLANS
FOR ELIGIBLE RETIREES**

PLAN PROVISIONS FOR MEDICAL, DENTAL, AND VISION COVERAGES

Effective January 1, 2021: The same medical, dental, and vision plans and provisions offered to active full-time employees will be made available to eligible retirees with the exception of the Good Life Program provision of the Medical plan.

**CONTRIBUTION RATES
MEDICAL COVERAGE**

Effective January 1, 2021: Changes to the monthly retiree premium rates for CY2021 will be as described below.

The retiree contribution rates for the CY 2022 and beyond for the duration of this agreement will be established and will be provided to the Union by October 1 of each year using the present contribution methodology and existing caps for retiree contributions.

PRE-MEDICARE 2021 MEDICAL RATES (Monthly Rates)				
The following rates are the same for all eligible individuals (including retirees and survivors of retirees, employees with 25 or more years of service who are laid off or permanently separated from employment, as well as survivors of full-time active employees who meet age and service requirements {rates apply after the first 12 months for survivors of active employees}).				
Medical Option	Individual	Individual + Spouse	Individual + Child(ren)	Individual + Family
Healthy Balance POS 8200	\$427.84	\$900.98	\$769.14	\$1,239.14
Healthy Balance PPO 8000	\$475.18	\$1,000.55	\$854.32	\$1,376.36
Traditional Blue PPO 805	\$494.66	\$1,041.48	\$889.30	\$1,432.75

DENTAL AND VISION COVERAGE

Rates for Retirees will be the same rates as determined for active full-time employees.